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# INSPECTION GROUP

FIG Services LLC d/b/a FOX INSPECTION GROUP

Property Inspection Report # 160722bgN Houston, TX 77035 11227 Endicott Lane

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TREC Professional Inspectors # 1718, 3648, 5570, 6000, 6389, 7158, 7244, 7248, 7406, 7415, 7466, 7657, 7932, 9355, 9378, 9459 SBCCI Registered Building Inspector #5939

SBCCI Registered Mechanical Inspector # 1739

Exterior Design Institute (EDI) # TX-116, TX-119

ICC Building Inspectors # 1052678-B5, #5294898-B5

State of Texas Registered Code Enforcement Officer # CE1858

ICC Residential Combination Inspectors # 1052678-R5, #5294898-R5

ICC Residential Building Inspectors # 5167093-B1, #5294898-B1

ICC Mechanical Inspectors # 1052678-M5, #5294898-M5, 5230842-M1

Texas Department of Insurance VIP Certificates #20110061045, # 33901081163

SBCCI Registered One & Two Family Dwelling Code Certified Inspector #1863 & #2185 ITC Certified Level 1 Infrared Thermographers #8661, #8662, #8663, #8692, #8693, #8694, #26034, #26504, #26505



# PROPERTY INSPECTION REPORT

Prepared For: Graham & Shelly McArthur

(Name of Client)

Concerning: 2916 Georgetown St. Houston, Tx. 77005

(Address or Other Identification of Inspected Property)

Burney Garland PI #9378 Email burneygarland@att.net By: (Name and License Number of Inspector)

July 22, 2016

(Date)

# 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.

The TREC Standards of Practice (Sections 535.227-535.231 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 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 will note which systems and components were Inspected (I), Not Inspected (NI), Not Present (NP), and/or Deficient (D). General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing parts, 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 as Deficient may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards, form OP-I.

THIS PROPERTY INSPECTIONIS NOT AN EXHAUSTIVE INSPECTION OF 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 ACTION, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLERTAKE ANY ACTION. Items identified in the report do not obligate any party to make repairs or take other action, 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

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, bathrooms, 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; and

· lack of electrical bonding and grounding.

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 require 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 ASAN 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.

# ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

Note:

When reviewing the report, the reader should consider photos and citations of specific issues to be representative examples of what was observed rather than a detailed catalog of all instances of that item on the property. Thermal imaging scan and elevation survey included in inspection

# How to read and interpret this report:

All commented items should be reviewed by the client and any questions directed to the inspector for clarification if needed.

PRIOR TO THE EXPIRATION OF YOUR OPTION PERIOD...

# Highest priority items are printed in bold print and/or are in boxes

Items that are underlined should be addressed to prevent more extensive damage and should be a priority item or indicate non-compliance with current building standards

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

For Reference: The front of the unit faces: South/Front

<u>Description:</u> 2 story, wood framed, single family residence; Brick / cement board / wood exterior;

Metal roof; Attached garage.

Weather Conditions: Hot and dry

Approximate Outside Temperature: 94

Note:

When reviewing the report, the reader should consider photos and citations of specific issues to be representative examples of what was observed rather than a detailed catalog of all instances of that item on the property

Thermal imaging scan and elevation survey included in inspection

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To leave your comments and suggestions & be automatically entered into our Quarterly Drawing for an iPad Mini.

That's it. That's all you have to do. Good Luck!

Gordon G Fox

160722bgN 2916 Georgetown St.

NI = Not Inspected NP = Not Present

D = Deficiency

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I = InspectedNI NP D

Inspection Item

# I. STRUCTURAL SYSTEMS

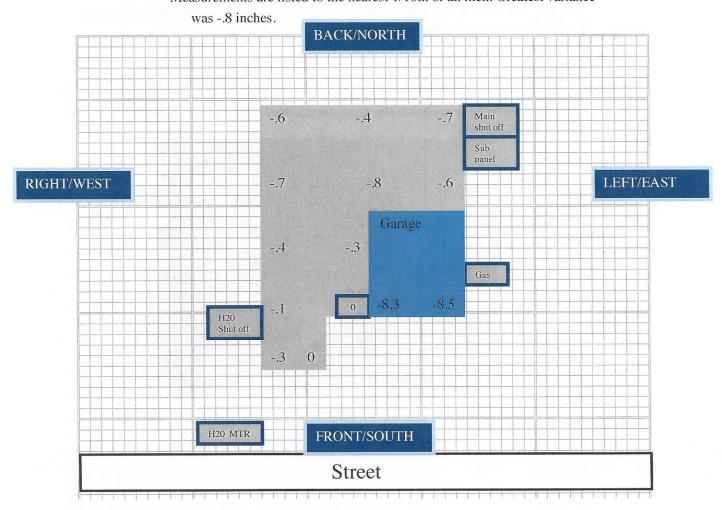
A. Foundations

Type of Foundation(s):

Type of house foundation is slab on grade.

Performing intended function. No evidence suggesting significant foundation movement at time of inspection.

A foundation elevation survey was conducted during the inspection. The floor plan below represents data gathered using a Zip Level or similar instrument and adjusting for floor covering height differences. i.e. differences between tile, carpet and wood flooring. Measurements are listed to the nearest 1/10th of an inch. Greatest variance



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NI NP D

Inspection Item

# B. Grading & Drainage

Comments:

No deficiencies or anomalies observed.

Underground yard drainage system not checked / inspected. Did not verify yard drains operate properly and that there are no collapsed or clogged areas. Inspector (or anyone else) is unable to induce sufficient quantity of water to determine if system will operate properly when needed. Recommend observing performance during heavy rains and ensure system is maintained / cleaned.

# □ □ □ C. Roof Covering Materials

Type(s) of Roof Covering:

Type of roof material observed to be metal.

Viewed From:

Roof observed from ground due to type of roof, height at eave and / or pitch of roof. Portions had limited visibility.

Comments:

# ROOF SURFACE:

No deficiencies or anomalies observed.

Observed tree(s) leaning toward house, recommend removal of large limbs that could cause damage.



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Inspection Item

#### VISIBLE FLASHING:

No deficiencies or anomalies observed.

# **ROOF PENETRATIONS:**

No deficiencies or anomalies observed.

# EVIDENCE OF ROOF WATER PENETRATION:

None observed at time of inspection.

# **RAIN GUTTERS & DOWNSPOUTS:**

No deficiencies or anomalies observed.

# D. Roof Structure & Attic

Viewed From: Inside accessible areas of attic

Approximate Average Depth of Insulation: 6 - 8 inches.

Approximate Average Thickness of Vertical Insulation: 2 - 4 inches.

Comments:

Not all areas of attic were accessible to inspection.

Tech shield radiant barrier and/or spray foam insulation may obscure view of attic structure.

### ROOF STRUCTURE AND FRAMING:

No deficiencies or anomalies observed.

# ATTIC INSULATION:

No deficiencies or anomalies observed.

# ATTIC ACCESS, LADDERS AND SERVICE WALKS:

No deficiencies or anomalies observed.

# ATTIC VENTILATION & SCREENING:

NP = Not Present

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Inspection Item

# 

## Comments:

Houses built prior to 1978 may contain lead based paint, this company does not inspect for lead or any other bio-hazards.

Houses built prior to 1978 may contain lead based paint, this company does not inspect for lead or any other bio-hazards.

Client Advisory: No moisture, mold and /or indoor air quality (IAQ) tests were performed. The inspector is not qualified / certified for such evaluations / studies. The client should be aware that various fungi, molds and mildew flourish in such an environment provided by water intrusion events, excessively moist conditions and / or water damaged conditions. A growing concern to date includes the adverse effect on indoor air quality and the potential for inherent health hazards. If concerned the client is advised to contact a qualified IAQ Professional for further evaluations of this property.

# INTERIOR:

No deficiencies or anomalies observed.

### **EXTERIOR:**

Random drill hole in eave above back porch.



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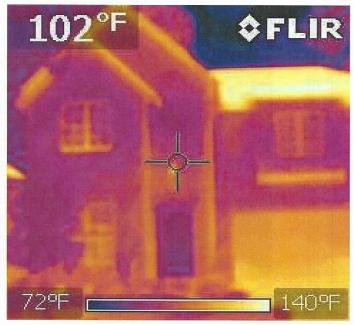
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Inspection Item

### THERMAL IMAGING:

This inspection consisted of using a FLIR or similar infrared camera and walking the interior of the property looking for anomalies that would warrant further investigation using a pin type moisture meter and areas of deficient insulation. Be advised that a thermal scan is not a substitute for indoor air quality testing (IAQ), testing for pollutants and other bio-hazards. If client is concerned about the quality of indoor air or presence of bio-hazards or pollutants, a qualified IAQ specialist should be consulted.

No deficiencies or anomalies observed.



EVIDENCE OF WATER PENETRATION:

None observed at time of inspection.

Report I	dentiti	cation.
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on: 160722bgN 2916 Georgetown St. NI = Not Inspected NP = Not Present

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Inspection Item

□ □ □ F. Ceilings & Floors

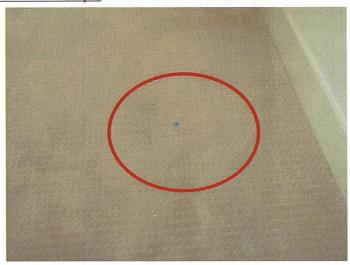
Comments:

**CEILINGS:** 

No deficiencies or anomalies observed.

FLOORS:

Floor squeaks noted  $-2^{nd}$  floor bedroom – appears to be unsecured floor decking. (marked with blue tape)



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Inspection Item

# ☐ ☑ G. Doors (Interior & Exterior)

# Comments:

Prudent buyers replace/rekey exterior locks upon taking possession of property.

# INTERIOR:

No deficiencies or anomalies observed.

# **EXTERIOR:**

Weather stripping torn/damaged and/or missing on one or more exterior door(s).



Security consideration; hinges mounted on outside of exterior door(s), makes easy target for removal of door for unauthorized entry. Back double doors – one set missing allen head screws.



1	60	72	21	190	V
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Report Identifica I = Inspected	NI = Not Inspected	116 Georgetown St. NP = Not Present	D = Deficiency			
I NI NP D		Inspection Item				
	PEDESTRIAN ( No deficienc	GARAGE: ies or anomalies obse	rved.			
	CAR GARAGE	DOOR:				
		ies or anomalies obse	rved.			
	H. Windows  Comments:  Not all windows were operated / accessible in furnished residence.					
	WINDOWS: No deficienc	ies or anomalies obse	rved.			
	0111211 02110	S IN HAZARDOUS I ties or anomalies obse				
	I. Stairways (Inter Comments: No deficience	ior & Exterior) vies or anomalies obse	erved.			

No deficiencies or anomalies observed.

No deficiencies or anomalies observed.

☐ K. Porches, Balconies, Decks, and Carports

J. Fireplace/Chimney
Comments:

Comments:

Report Identification:

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I = Inspected

I NI NP D

Inspection Item

# II. ELECTRICAL SYSTEMS

Comments:

200 AMP ELECTRICAL SERVICE PANEL Service panel location: See elevation survey

125 AMP SUB-PANEL Seal void below sub-panel.



NP = Not Present

D = Deficiency

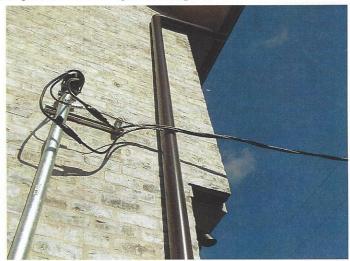
I NI NP D

Inspection Item

### SERVICE WIRING:

Observed service type of wiring is aluminum.

Service wiring in contact with gutters - repair.



# FEEDER WIRING:

Observed feeder type of wiring is copper.

No deficiencies or anomalies observed.

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

Type of Wiring:

Observed type of branch wiring is copper.

#### Comments:

Not all outlets were checked / inspected / accessible in furnished residence.

# BRANCH WIRING:

No deficiencies or anomalies observed.

# FIXTURES:

No deficiencies or anomalies observed.

### **OUTLETS:**

No deficiencies or anomalies observed.

GFCI reset locations; 1 - front porch 2 - back porch 2 - pantry 1-1/2 Bathroom

 $2 - Master \ bathroom \ 2 - Laundry \ area \ 1 - garage \ 1 - wall outside pantry$ 

Outlets located in inaccessible areas (e.g., garage ceilings, exterior soffits, etc.) are not individually tested.

All exterior outlets whether in use or not are required to have in use weather proof cover per September 1st 2014 NEC Code Change.

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NI NP D

Inspection Item

#### SWITCHES:

No deficiencies or anomalies observed.

Unknown control, mystery switch(s) found, recommend inquiring current resident regarding use/control; master bed room (marked with blue tape)

#### DOORBELL:

No deficiencies or anomalies observed.

# **EQUIPMENT DISCONNECTS:**

No deficiencies or anomalies observed.

# SMOKE DETECTORS AND ALARMS:

No deficiencies or anomalies observed.

Not all smoke detectors were accessible for testing.

Smoke detectors are tested using the manufacturer supplied test button only. This inspection does not include testing units with actual smoke.

The installation of smoke alarm(s) is required inside of all bedrooms and in any rooms designated for the purpose of sleeping, and outside within the proximity of the doors to those rooms. Test all alarms and detectors weekly or monthly per manufacture instructions. The installation of carbon monoxide (CO) detector(s) is required in homes with fuel-fired appliances at every floor elevation and any areas where fuelfired equipment is located. The installation of Type ABC fire extinguisher(s) at the kitchen, laundry, and garage, if applicable, is also advised. Test all of these devices monthly. Install new batteries semi-annually. Initiate and practice plans of escape and protection for all occupants in case any emergencies arise. Failure to repair defective or install absent alarms, detectors, and other safety equipment immediately can result in serious injury or death. For further information about fire safety and CO poisoning, consult your local fire department and your equipment manufacture(s), and read these links: www.cpsc.gov/CPSCPUB/PUBS/464.pdf, www.carbonmonoxidekills.com, www.nfpa.org/index.asp, and www.usfa.dhs.gov/downloads/pyfff/inhome.html.

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NI NP D

Inspection Item

II HEATING, VENTILAT	ION, AND	AIK-CONDITIONING	PIPIEMP
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A. Heating Equipment

Type of System: Forced air

Energy Source: gas

Comments:

Typical life expectancy: between 15 - 25 years as reported by Nachi

Click here for more information

http://foxinspectiongroup.com/hvac-lifespan.html

**HEATING UNIT: #1** 

Make:

Trane

Age of unit:

2016

2016

= 0 Years old

No deficiencies or anomalies observed.

**HEATING UNIT: #2** 

Make:

Trane

Age of unit:

2016

= 0 Years old

No deficiencies or anomalies observed.

HOUSE HEATER EXHAUST VENT(S):

No deficiencies or anomalies observed.

BLOWER(S):

No deficiencies or anomalies observed.

THERMOSTAT(S):

Report Identification:

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I = InspectedNI = Not Inspected

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I NI NP D

Inspection Item

**B.** Cooling Equipment

Type of System: Forced air, split system

Comments:

Typical life expectancy: between 8 - 20 years as reported by Nachi.

Click here for more information

http://foxinspectiongroup.com/hvac-lifespan.html

**CONDENSING UNIT: #1** 

Make:

Age of unit:

2016

2016

Trane (2 tons)

= 0 Years old

No deficiencies or anomalies observed.

**EVAPORATOR COIL: #1** 

Age of unit:

Temperature Differential:

72.6 - 56.6

= 16.0 degrees.

160722bgN

Make:

Trane (3 tons)

2016

-2015= 1 Years old

No deficiencies or anomalies observed.

CONDENSING UNIT: #2

Make:

2016 Age of unit:

Trane (2 tons)

2016 = 0 Years old

No deficiencies or anomalies observed.

**EVAPORATOR COIL: #2** 

Temperature Differential:

73.9 - 55.2

= 18.7 degrees.

Make:

Trane (3 tons)

Age of unit:

2016 -2015= 1 Years old

No deficiencies or anomalies observed.

CONDENSATION DRAIN PAN / DRAIN LINES:

I = Inspected NI = Not Inspected

NP = Not Present

D = Deficiency

I NI NP D

Inspection Item

# C. Duct System, Chases, and Vents

Comments:

#### RETURN DUCTS CHASES AND VENTS:

No deficiencies or anomalies observed.

Media air filter located in attic that requires changing/cleaning every 6 months, recommend checking guide for proper maintenance information.



# SUPPLY DUCTS CHASES AND VENTS:

No deficiencies or anomalies observed.

# IV. PLUMBING SYSTEM

A. Plumbing Supply, Distribution System and Fixtures

Meter located at front of home

Location of main water supply valve: see elevation survey

Static water pressure reading: 80 psi

Comments:

Water softener, treatment and filtration type equipment is not checked / inspected.

### WATER SUPPLY PLUMBING:

Water supply piping observed to be predominantly PEX (cross-linked polyethylene) plastic.

No deficiencies or anomalies observed.

### COMMODES:

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I = Inspected

I NI NP D

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Inspection Item

# SINKS:

Small leak below sink, laundry area.



# FAUCETS:

No deficiencies or anomalies observed.

No deficiencies or anomalies observed.

# SHOWER(S):

No deficiencies or anomalies observed.

24 hour shower pan test specifically excluded.

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Inspection Item

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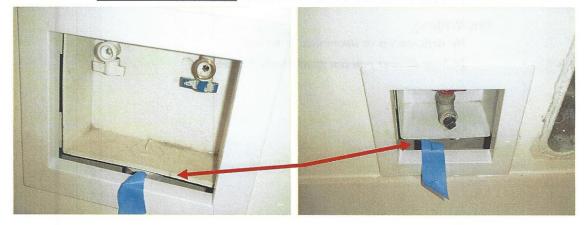
# LAUNDRY CONNECTIONS:

4-Prong outlet for dryer as required by current code. Will not fit older dryer with 3-prong electrical plug.

Water tight box knock out for washing machine drain line has not been removed.



Water tight box knock out for washing machine drain line and gas line have large voids between boxes and wall.



Recommend use of stainless steel wire braided "no burst" clothes washer water supply lines to reduce chance of water damage.

I = Inspected

I NI NP D

NI = Not Inspected

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Inspection Item

D = Deficiency

EXTERIOR HOSE BIBS:



# GAS SUPPLY SYSTEMS

Gas meter located at the: see elevation survey Pressure test of gas lines specifically excluded.

# Observed Branch Lines:

 $No\ deficiencies\ or\ anomalies\ observed.$ 

Galvanized and/or black iron.

# Appliance Connections:

No deficiencies or anomalies observed.

Proper flex.

$\boxtimes$		B. Drains, Wastes and Vents	
		Comments:	

Hydrostatic pressure test of sewer lines specifically excluded.

# DRAIN, WASTE, VENT PLUMBING:

Observed to be predominantly plastic.

Report Identification	ation: 160722bgN 2916	Georgetown St.		160722bgl
I = Inspected	NI = Not Inspected	NP = Not Present	D = Defi	ciency
I NI NP D		Inspection Iter	n	
	C. Water Heating Ed	quipment		
	Energy Source: gas	5		
	Comments:			
	plumbers o more expe	ıfter April 15 <sup>th</sup> man nsive but, physicall	dates newei y larger wh	nstalled or replaced by professional renergy efficient units that are not only with may result in higher costs for retrofit. In a consulting a licensed plumber.
	Typical life ex	pectancy of a water	r heater is 6	5 - 12 years as reported by Nachi
	Click here for	more information		
	http://foxinspe	ectiongroup.com/plu	umbing-life	span.html
	2 WATER HEATI Make: Age of unit:	Noritz (tankless)	2016	= 0 Years old
	No deficiencie	s or anomalies obs	erved.	
		EXHAUST VENT s or anomalies obs		
		& PRESSURE REI		VE(S):
	D. Hydro-Massage T	herapy Equipmer	nt.	

Comments:

Not present at time of inspection

ion: 160722bgN 2916 Georgetown St.

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 $\begin{aligned} & Report \ Identification: \\ & I = Inspected & NI: \\ & I \quad NI \quad NP \quad D \end{aligned}$ 

D = Deficiency

160722bgN

V. APPLIANCES A. Dishwasher Comments: No deficiencies or anomalies observed.	
B. Food Waste Disposer Comments: No deficiencies or anomalies observed.	
C. Range Hood & Exhaust Systems Comments: No deficiencies or anomalies observed.	
D. Ranges, Cooktops, and Ovens Comments: Timer and cleaning cycles not checked	
GAS RANGE/COOKTOP:  No deficiencies or anomalies observed.	
ELECTRIC OVEN:  No deficiencies or anomalies observed.	
E. Microwave Oven Comments No deficiencies or anomalies observed.	
F. Mechanical Exhaust Vents and Bathroom Heat Comments:  No deficiencies or anomalies observed.	nters

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160722bgN 2916 Georgetown St.

D = Deficiency

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☐ ☐ ☐ ☐ ☐ G. Garage Door Operator(s)

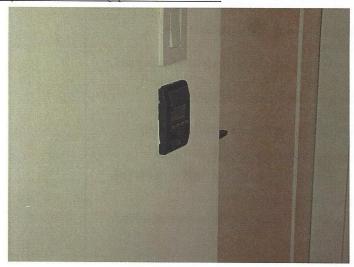
Comments:

NI = Not Inspected

Remote control hand held units were not checked.

Missing required safety sticker / decal next to operator button.

Garage door operator control button is improperly located. Federal safety standard for automatic residential garage door openers states "Locate control button: (a) within sight of door, (b) at a minimum height of 5 feet so small children cannot reach it, and (c) away from all moving parts of the door."



# **□ □ □ H. Dryer Exhaust Systems**

Comments:

No deficiencies or anomalies observed.

Recommend periodic cleaning dryer venting duct of lint to reduce risk of fire.

Report Identifica	
I = Inspected	NI = Not Inspected NP = Not Present D = Deficiency
I NI NP D	Inspection Item
	I. Other
	Comments:
	Not present at time of inspection
	VI. OPTIONAL SYSTEMS
	A. Landscape Irrigation (Sprinkler) Systems
	Comments:
	No deficiencies or anomalies observed.
	Testing, certifying and / or verifying the proper operation of back-flow device is
	specifically excluded.
	rationary fractionality and Majorgan at the design to be for millional transitions are design and tree for
	B. Outbuildings
	Comments: Not present at time of inspection.
	C. Outdoor Cooking Equipment
	Outdoor Cooking Energy Sources:
	Comments:
	Not present at the time of inspection
	Not present at the time of thispection
	D. Whole-House Vacuum Systems
	Comments: Not present at time of inspection.
	E. Other Built-in Appliances
	Comments:
	REFRIGERATOR:
	No deficiencies or anomalies observed.
	Icemaker was off at time of inspection, unit needs to be running a minimum of 24 hours
	before a determination of serviceability can be made.
	CABLE SYSTEM:
	Not checked/Inspected - Inspection of and/or confirmation of existing cable is beyond the
	scope of this inspection.
	rentropy because it series a commence of the major. Letter part to expert the general by
	E Private Severa Disposal (Santis) Systems
	F. Private Sewage Disposal (Septic) Systems
	Comments:
	Not checked/Inspected Inspection of septic system is beyond the scope of this inspection.

FOX INSPECTION GROUP 2015 Real Estate Inspection Service Agreement CLIENT ACKNOWLEDGES THEY HAVE READ AND UNDERSTANDS THE FOLLOWING INFORMATION, AND AGREES THAT USE OR RELIANCE ON THE INSPECTION REPORT CONSTITUTES THAT THEY AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

- 1. SCOPE OF THE INSPECTION: The inspector will perform a general, non-Invasive limited visual ("eyeball") inspection of the property structure at the address listed below to provide Client(s) with a written opinion as to the apparent general condition of the structure(s) 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 are readily available to the Client(s) at <a href="http://www.trec.state.tx.us/inspector/rules\_governing">http://www.trec.state.tx.us/inspector/rules\_governing</a> 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, such inspection will not include any other connected or external portions of a multi unit building or any common areas covered by a joint use agreement or considered common
- 2. STANDARDS OF PRACTICE: The parties agree that the Standards of Practice "TREC" Texas Real Estate Commission shall define the standard of duty and the conditions, limitations, scope, and exclusions of the inspection and are incorporated by reference herein.
- 3. 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.
- 4. FURTHER EVALUATION: 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. Inspector is not liable for Client(s) failure to further investigate reported deficiencies.
- 5. 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 of conditions.
- 6. 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.

7. 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.

8. NOT A COMPLIANCE INSPECTION: This inspection or inspection report is NOT a code compliance inspection or certification for past or present governmental codes or regulations. 9. INSURABILITY: The inspection or inspection report does not determine whether the property is insurable. 10. 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. 11. 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. 12. LIABILITY: The parties agree that the FIG SERVICES LLC d/b/a Fox Inspection Group 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 11227 Endicott Lane, Houston TX 77035. 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.

<sup>13.</sup> 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. 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 and may be entered in any court of competent jurisdiction.

- 14. 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.
- 15. 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 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.
- 16. 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 detailing and flashing may result in water penetration behind siding resulting in water penetration and structural damage which FIG SERVICES LLC d/b/a Fox Inspection Group makes no guarantee, warranty, or implied in the inspection or inspection report.
- 17. EXPERT TESTIMONY / LITIGATION FINANCIALCOMPENSATION CLAUSE: In the event ourservices are needed at any time in the future as expert testimony orin a litigation case, client agrees at thistime / in advance to financially compensate this firm for it's 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
- 18. RE-INSPECTIONS: FIG Services, LLC d/b/a Fox Inspection Group does not normally conduct reinspection 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. In the event a re-inspection is performed it is agreed to in advance that FIG Services, LLC d/b/a Fox Inspection Group does not assume responsibility of any kind for another company's work.
- 19. 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 WHICH ARE NOT WITHIN THE SCOPE OF THE BUILDING INSPECTION INCLUDE BUT ARE NOT LIMITED TO: recreational, leisure, playground or decorative equipment or appliances including but not limited to pools, hot tubs, saunas, steam baths, landscape lighting, fountains, shrubs, trees, and tennis courts. Cosmetic conditions wallpapering, painting, carpeting, scratches, scrapes, dents, cracks, stains, soiled or faded surfaces on the structure equipment or component, soiled, faded, torn, or dirty floor, wall or window coverings, etc. Noise pollution or air quality, Earthquake hazard, flood plain certification, liquefaction, soil,

retaining walls, slide potential, wave action and hydrological stability, soil and earth measurements and stability, seismic safety, code and zoning, engineer level analysis, under ground utilities, sink hole potential, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, mildew, fungi, other environmental hazards, pest infestation, security systems, fire protection systems, sump pumps, household appliances, humidifiers, paint, other treatment windows, interior walls, ceilings and floors, water purification systems, (ozone generator/saltwater, etc), under ground storage tanks, energy efficiency measurements, motion or photo electric sensor lighting, concealed or private security systems, water wells, all over flow drains, heating system's accessories, solar heating systems, heat exchangers, wood burning stoves, sprinkler systems, water softener or purification systems, central vacuum systems, telephone intercom or cable TV systems, internet connections and cable connections, antennae, lightning arrestors, load controllers, governing codes, permits, ordinances, statues, and covenants, and manufacturer specifications, recalls, EIFS, Chinese drywall and tainted materials, plasterboard, sheet rock, gypsum board, latent and concealed defects, and manufactured stone veneer, culture stone siding, fiber cement siding, flues or chimneys, coal stoves, water leaks, water intrusion, design and architect problems, circuit breaker operation, fireplace drafting, boundaries egress and ingress, quality of materials, private sewage, wattage and wiring, electromagnetic field, non built in appliances, rodents, ants, birds, or other wood boring organisms, security locks and devices, thermostat and gauges. Client understands that these systems, items, and conditions, are accepted 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. 20. COMPENSATION BY OTHERS: FIG Services, L.L.C. d/b/a Fox Inspection Group may accept a fee from various vendors in this real estate transaction to compensate for administrative / scheduling their services. Fox Inspection Group is accepting a fee or other valuable consideration from HomeSwitch in this real estate transaction. Client(s) acknowledges that they have been informed of this arrangement between FIG Services and HomeSwitch and authorizes HomeSwitch to call and/or email Client at the contact information provided to offer assistance with switching of utilities and other services, a free service to client. If client(s) does not want to be contacted by HomeSwitch just let us know by phone (713-723-3330) or by email (Office@FoxInspectionGroup.com). 21. PERSONAL SAFETY: We are not responsible for another participant's personal safety during the inspection process. Client, their representative's, 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. 22. 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. ACKNOWLEDGMENT: the client has reviewed this document, understands its content and agrees to the terms and conditions contained. The client further represents and warrants that he or she has full and complete authority to bind any spouse or significant other, and to fully bind any spouse or significant other to all terms, conditions, exclusions and limitations of this agreement. The report adheres to the "TREC" Texas Real Estate Commission Standards which is readily available) at http://www.trec.state.tx.us/inspector/rules\_governing\_inspectors.asp.

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