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INSPECTION GROUP

FIG Services LLC d/b/a FOX INSPECTION GROUP

Property Inspection Report # 160323bg

11227 Endicott Lane Houston, TX 77035

(Office) 713.723-3330 (Email) office@foxinspectiongroup.com

TREC Inspectors # 1718, 3648, 6389, 7248, 9378, 10503, 10524, 10533, 20283, 20378, 20531, 20580, 20719, 20754, 20760, 20975, 20976, 20994

SBCCI Registered Building Inspector #5939

SBCCI Registered Mechanical Inspector # 1739

Exterior Design Institute (EDI) # TX-113, TX-116# TX-119, TX-121# TX-140

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, #8692, #8694, #26034, #26505



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PROPERTY INSPECTION REPORT

Prepared For: Christine Milonakes
(Name of Client)

Concerning: 23127 Quiet Heron Ct. Katy, Tx. 77493
(Address or Other Identification of Inspected Property)

By: Burney Garland PI #9378 Ph# 832 265 8649
(Name and License Number of Inspector)

March 23, 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 535.227-535.233 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 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 or deficiencies below.

THIS PROPERTY INSPECTION IS 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 SELLER TAKE 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 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, 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.
- 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 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 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.

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

Inspector provides comment/evaluation regarding functionality of components. Inspector will not comment on cosmetic/aesthetic issues. Recommend buyer provide detailed list of all areas in question to seller for negotiation prior to closing. Examples; stained walls/floors – faded paint – carpet/tobacco odors - pet stains/smells- cosmetic wall cracks etc.

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

Description: 1 story, wood framed, single family residence; Brick / cement board / wood exterior; Composition roof; Attached garage.

Weather Conditions: cool and clear

Approximate Outside Temperature: 72

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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Or Call 713-510-8580 Right NOW!

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

I	NI	NP	D	Inspection Item
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I. STRUCTURAL SYSTEMS

A. Foundations

Type of Foundation(s):

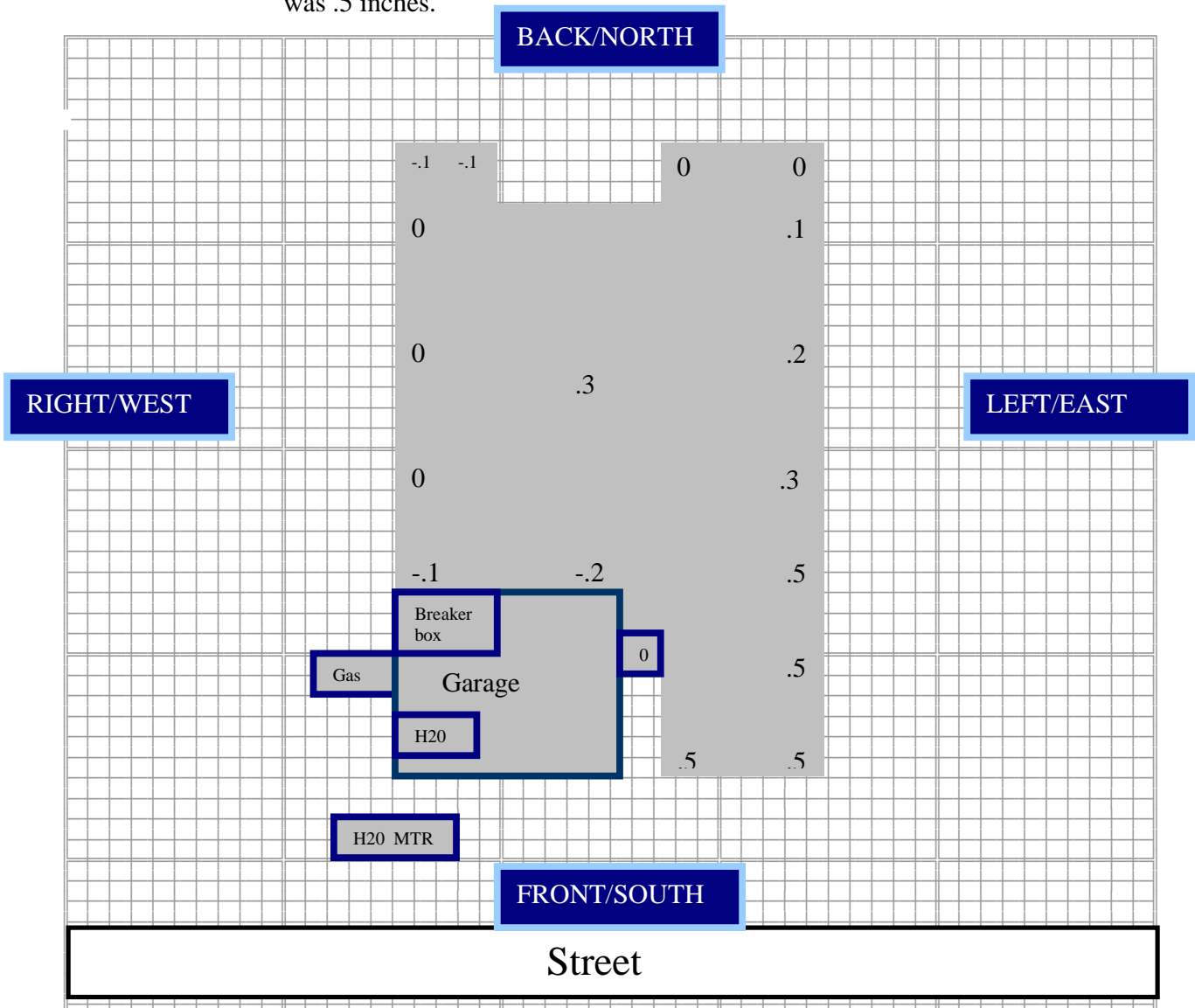
Type of house foundation is slab on grade.

Comments:

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 was .5 inches.



B. Grading & Drainage

Comments:

No deficiencies or anomalies observed.

C. Roof Covering Materials

Type(s) of Roof Covering:

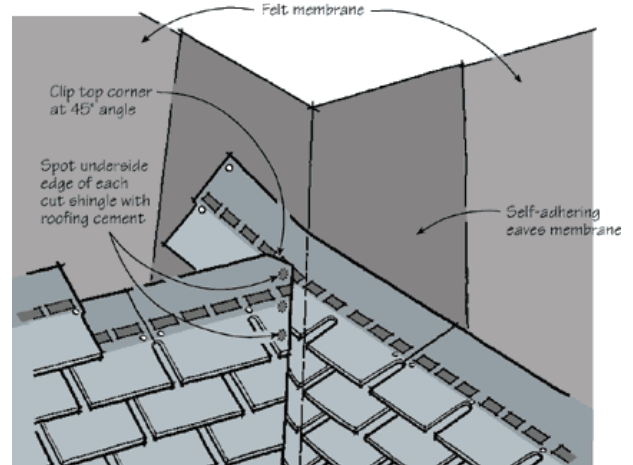
Type of roof material observed to be composition over solid decking.

Viewed From: Roof

Comments:

ROOF SURFACE:

Valley shingles improper. In a closed valley, embed valley shingles in roofing cement.
Always clip the top corner of the valley shingles at a 45-degree angle. This prevents debris from getting caught in the shingles and accumulating in the valley, and it also directs water toward the valley centerline. For extra protection, install a self-adhering eaves membrane under valleys.



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.

I	NI	NP	D	Inspection Item
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D. Roof Structure & Attic

Viewed From: *Inside accessible areas of attic*
Approximate Average Depth of Insulation: 10 - 12 inches.
Approximate Average Thickness of Vertical Insulation: 2 - 4 inches.
Comments:

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:
No deficiencies or anomalies observed.
Not all areas of attic were accessible to inspection.

E. Walls (Interior & Exterior)

Comments:

INTERIOR:
No deficiencies or anomalies observed.
There were no plumbing access / inspection panels behind one or more tub(s). Overflow gaskets and drains not checked. Recommend installation of bath plumbing access panels where possible.
Houses built prior to 1978 may contain lead based paint, this company does not inspect for lead or any other bio-hazards.

EXTERIOR:
Remove plastic below wall at back porch.

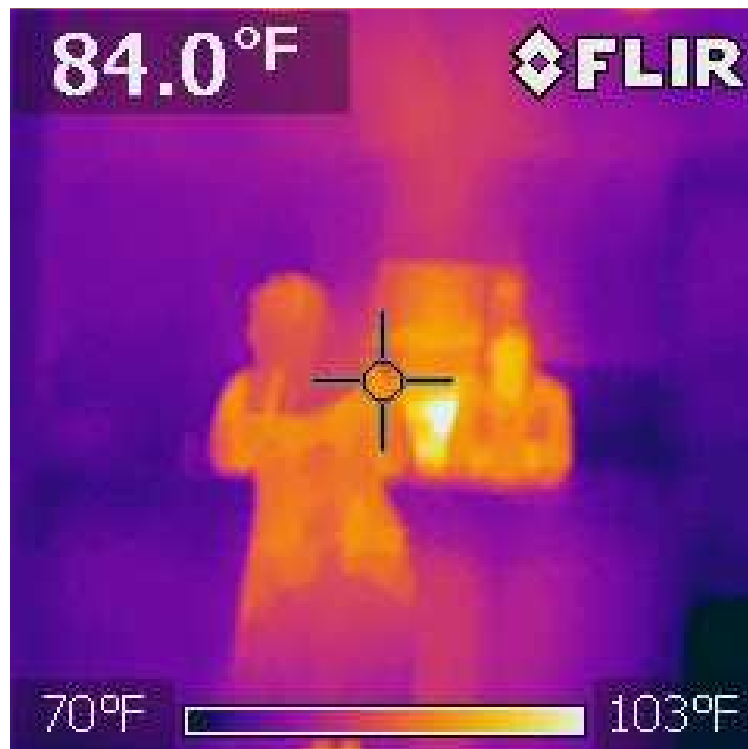


Caulking missing and/or deficient around vertical trim boards may allow wind driven rain entry.



THERMAL IMAGING:

No deficiencies or anomalies observed.



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.

I	NI	NP	D	Inspection Item
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EVIDENCE OF WATER PENETRATION:

None observed at time of inspection.

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.

F. Ceilings & Floors

Comments:

CEILINGS:

Cosmetic cracks and/or repaired cracks in sheetrock observed in ceiling; typical for vaulted ceilings – tape seams.



FLOORS:

No deficiencies or anomalies observed

I	NI	NP	D	Inspection Item
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G. Doors (Interior & Exterior)

Comments:

INTERIOR:

No deficiencies or anomalies observed.

EXTERIOR:

No deficiencies or anomalies observed.

PEDESTRIAN GARAGE:

Door between house and garage does not have operational auto / self closing device as required by code, reference UBC 302.4 ex.3

CAR GARAGE DOOR:

No deficiencies or anomalies observed.

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

H. Windows

Comments:

WINDOWS:

No deficiencies or anomalies observed.

SAFETY GLASS IN HAZARDOUS LOCATIONS:

No deficiencies or anomalies observed.

Not all windows were operated / accessible in furnished residence.

I. Stairways (Interior & Exterior)

Comments:

Not present at time of inspection

J. Fireplace/Chimney

Comments:

No deficiencies or anomalies observed.

K. Porches, Balconies, Decks, and Carports

Comments:

No deficiencies or anomalies observed.

Cracks in walkways, driveway and/or garage concrete observed, typical.

I	NI	NP	D	Inspection Item
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II. ELECTRICAL SYSTEMS

A. Service Entrance & Panels

Comments:

150 AMP ELECTRICAL SERVICE PANEL
Main shut off in garage

SERVICE WIRING:

No deficiencies or anomalies observed.
Observed type of service wiring is underground.

FEEDER WIRING:

No deficiencies or anomalies observed.
Observed type of feeder wiring is aluminum.

B. Branch Circuits, Connected Devices and Fixtures

Type of Wiring:

Observed type of branch wiring is copper.

Comments:

BRANCH WIRING:

No deficiencies or anomalies observed.

FIXTURES:

Light(s) found to be not functioning. Probably just a burned out bulb, or it could be a broken fixture / switch or improper wiring. Including but not limited to; fan lights in living room.

OUTLETS:

No deficiencies or anomalies observed

GFCI reset locations; 2 – garage 2 – kitchen 1 – Hall bath room

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

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.

SWITCHES:

No deficiencies or anomalies observed.

Unknown control, mystery switch(s) found, probably / possibly for fan light kit.
Bedrooms

DOORBELL:

No deficiencies or anomalies observed.

EQUIPMENT DISCONNECTS:

No deficiencies or anomalies observed.

SMOKE DETECTORS AND ALARMS:

No deficiencies or anomalies observed.

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 fuel-fired 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.

Not all smoke detectors were accessible for testing.

II HEATING, VENTILATION, AND AIR-CONDITIONING SYSTEMS

A. Heating Equipment

Type of System: *Forced air*

Energy Source: *gas*

Comments:

HEATING UNIT:

No deficiencies or anomalies observed.

Make: Carrier

Age of unit: 2016 – 2014 = 2 Years old

HOUSE HEATER EXHAUST VENT(S):

No deficiencies or anomalies observed.

BLOWER(S):

No deficiencies or anomalies observed.

THERMOSTAT(S):

No deficiencies or anomalies observed.

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

Click here for more information

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

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B. Cooling Equipment

Type of System: Forced air, split system

Comments:

Cool outside ambient temperature prevented operation of A/C under typical Houston summer conditions. Client is advised unit was operated under light heat load conditions. IE: A unit that cools well on a cool day may not perform adequately during a hot Houston summer.

CONDENSING UNIT:

No deficiencies or anomalies observed.

Make: Carrier (3.5 tons)
Age of unit: 2016 – 2014 = 2 Years old

EVAPORATOR COIL:

No deficiencies or anomalies observed.

Temperature Differential: 71.2 – 55.0 = 16.2 degrees.
Make: (3.5tons)
Age of unit: 2016 – 2014 = 2 Years old

CONDENSATION DRAIN PAN / DRAIN LINES:

No deficiencies or anomalies observed.

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

Click here for more information

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

C. Duct System, Chases, and Vents

Comments:

RETURN DUCTS CHASES AND VENTS:

No deficiencies or anomalies observed.

SUPPLY DUCTS CHASES AND VENTS:

No deficiencies or anomalies observed.

I NI NP D

Inspection Item

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: 70 psi

Comments:

WATER SUPPLY PLUMBING:

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

No deficiencies or anomalies observed.

COMMUNES:

No deficiencies or anomalies observed.

Potential issues of sudden and catastrophic failure of Vortens brand water tanks have been reported, which could lead to extensive flooding.

SINKS:

No deficiencies or anomalies observed.

FAUCETS:

No deficiencies or anomalies observed.

TUB(S):

No deficiencies or anomalies observed.

SHOWER(S):

No deficiencies or anomalies observed.

24 hour shower pan test specifically excluded.

LAUNDRY CONNECTIONS:

No deficiencies or anomalies observed.

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

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

EXTERIOR HOSE BIBS:

No deficiencies or anomalies observed.

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

B. Drains, Wastes and Vents

Comments:

DRAIN, WASTE, VENT PLUMBING:

No deficiencies or anomalies observed.
Hydrostatic pressure test of sewer lines specifically excluded.

C. Water Heating Equipment

Energy Source: gas

Comments:

WATER HEATING UNIT(S):

No deficiencies or anomalies observed.

Make: Bradford White (40gallons)
Age of unit: 2016 – 2014 = 2 Years old

WATER HEATER EXHAUST VENT(S):

No deficiencies or anomalies observed.

TEMPERATURE & PRESSURE RELIEF VALVE(S):

No deficiencies or anomalies observed.

Recent legislation regarding water heaters installed or replaced by professional plumbers after April 15th mandates newer energy efficient units that are not only more expensive but, physically larger which may result in higher costs for retrofit. For additional information we recommend consulting a licensed plumber.

Typical life expectancy of a water heater is 6 - 12 years as reported by Nachi

Click here for more information

<http://foxinspectiongroup.com/plumbing-lifespan.html>

D. Hydro-Massage Therapy Equipment

Comments:

Not present at time of inspection

I	NI	NP	D	Inspection Item
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V. APPLIANCES

A. Dishwasher
Comment:
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:
GAS RANGE/COOKTOP:
No deficiencies or anomalies observed.
GAS OVEN:
No deficiencies or anomalies observed.
Timer and cleaning cycles not checked

E. Microwave Oven
Comments:
No deficiencies or anomalies observed.

F. Mechanical Exhaust Vents and Bathroom Heaters
Comments:
No deficiencies or anomalies observed.

G. Garage Door Operator(s)
Comments:
Locks should be made non-operational on garage doors equipped with openers.
Missing required safety sticker / decal next to operator button.
Door operator is noisy.
Remote control hand held units were not checked.

H. Dryer Exhaust Systems
Comments:
No deficiencies or anomalies observed.
Recommend periodic cleaning dryer venting duct of lint to reduce risk of fire.

I	NI	NP	D	Inspection Item
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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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I. Other

Comments:

Not present at time of inspection

VI. OPTIONAL SYSTEMS

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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A. Landscape Irrigation (Sprinkler) Systems

Comments:

Not present at time of inspection

Testing, certifying and / or verifying the proper operation of back-flow device is specifically excluded.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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B. Outbuildings

Comments: *Not present at time of inspection.*

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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C. Outdoor Cooking Equipment

Comments: Not present at the time of inspection

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D. Whole-House Vacuum Systems

Comments: *Not present at time of inspection.*

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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E. Other Built-in Appliances

Comments:

CABLE SYSTEM:

Not checked/Inspected - Inspection of and/or confirmation of existing cable is beyond the scope of this inspection.

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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F. Private Sewage Disposal (Septic) Systems

Comments:

Not checked/Inspected Inspection of septic system is beyond the scope of this inspection.

FOX INSPECTION GROUP 2016 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 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, 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 areas.
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.

13. 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 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

18. **RE-INSPECTIONS:** FIG Services, LLC d/b/a Fox Inspection Group 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. 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.