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INSPECTED FOR

Dawn Norman
167 E Bracebridge Cir
The Woodlands, TX 77382

February 4, 2021

PROPERTY INSPECTION REPORT

Prepared For: Dawn Norman
(Name of Client)

Concerning: 167 E Bracebridge Cir, The Woodlands, TX 77382
(Address or Other Identification of Inspected Property)

By: David Schmeck, Lic #22972 02/04/2021
(Name and License Number of Inspector) (Date)

(Name, License Number of Sponsoring Inspector)

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 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 REPORT 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;
- the 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.

This confidential report is prepared exclusively for Dawn Norman on 02/04/2021.

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

Inspection Time In: **9 am** Time Out: **2:15 pm** Property was: **Occupied**
Building Orientation (For Purpose Of This Report Front Faces): **North**
Weather Conditions During Inspection: **Cloudy Overcast**
Outside temperature during inspection: **60 ° or Below Degrees**
Parties present at inspection: **Buyer, Sellers Agent**

THIS REPORT IS PAID AND PREPARED FOR THE EXCLUSIVE USE BY Dawn Norman. THIS COPYRIGHTED REPORT IS NOT VALID WITHOUT THE SIGNED INSPECTION AGREEMENT.

THIS REPORT IS NOT TRANSFERABLE FROM CLIENT NAMED ABOVE.

SCOPE OF INSPECTION

These standards of practice define the minimum levels of inspection required for substantially completed residential improvements to real property up to four dwelling units. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the client with information regarding the general condition of the residence at the time of inspection. The inspector may provide a higher level of inspection performance than required by these standards of practice and may inspect components and systems in addition to those described by the standards of practice.

GENERAL LIMITATIONS

The inspector is not required to:

(A) inspect:

- (i) items other than those listed within these standards of practice;
- (ii) elevators;
- (iii) detached buildings, decks, docks, fences, or waterfront structures or equipment;
- (iv) anything buried, hidden, latent, or concealed;
- (v) sub-surface drainage systems;
- (vi) automated or programmable control systems, automatic shut-off, photoelectric sensors, timers, clocks, metering devices, signal lights, lightning arrestor system, remote controls, security or data distribution systems, solar panels, outdoor kitchens, gas grills (built-in or free standing), refrigerators (built-in or free standing), wine coolers, ice makers or smart home automation components; or
- (vii) concrete flatwork such as; driveways, sidewalks, walkways, paving stones or patios;

(B) report:

- (i) past repairs that appear to be effective and workmanlike except as specifically required by these standards;
- (ii) cosmetic or aesthetic conditions; or
- (iii) wear and tear from ordinary use;

(C) determine:

- (i) insurability, warrantability, suitability, adequacy, compatibility, capacity, reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, life expectancy, age, energy efficiency, vapor barriers, thermostatic performance, compliance with any code, listing, testing or protocol authority, utility sources, or manufacturer or regulatory requirements except as specifically required by these standards;
- (ii) the presence or absence of pests, termites, or other wood-destroying insects or organisms;
- (iii) the presence, absence, or risk of asbestos, lead-based paint, **MOLD**, mildew, corrosive or contaminated drywall "Chinese Drywall" or any other environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, or poison;
- (iv) types of wood or preservative treatment and fastener compatibility; or
- (v) the cause or source of a conditions;

(D) anticipate future events or conditions, including but not limited to:

- (i) decay, deterioration, or damage that may occur after the inspection;
 - (ii) deficiencies from abuse, misuse or lack of use;
 - (iii) changes in performance of any component or system due to changes in use or occupancy;
 - (iv) the consequences of the inspection or its effects on current or future buyers and sellers;
 - (v) common household accidents, personal injury, or death;
 - (vi) the presence of water penetrations; or
 - (vii) future performance of any item;
- (E) operate shut-off, safety, stop, pressure or pressure-regulating valves or items requiring the use of codes, keys, combinations, or similar devices;
- (F) designate conditions as safe;
- (G) recommend or provide engineering, architectural, appraisal, mitigation, physical surveying, realty, or other specialist services;
- (H) review historical records, installation instructions, repair plans, cost estimates, disclosure documents, or other reports;
- (I) verify sizing, efficiency, or adequacy of the ground surface drainage system;
- (J) verify sizing, efficiency, or adequacy of the gutter and downspout system;
- (K) operate recirculation or sump pumps;
- (L) remedy conditions preventing inspection of any item;
- (M) apply open flame or light a pilot to operate any appliance;
- (N) turn on decommissioned equipment, systems or utility services; or
- (O) provide repair cost estimates, recommendations, or re-inspection services.

THE CLIENT, BY ACCEPTING THIS PROPERTY INSPECTION REPORT OR RELYING UPON IT IN ANY WAY, EXPRESSLY AGREES TO THE SCOPE OF INSPECTION, GENERAL LIMITATIONS AND INSPECTION AGREEMENT INCLUDED IN THIS INSPECTION REPORT.

This inspection report is made for the sole purpose of assisting the purchaser to determine his and/or her own opinion of feasibility of purchasing the inspected property and does not warrant or guarantee all defects to be found. If you have any questions or are unclear regarding our findings, please call our office prior to the expiration of any time limitations such as option periods.

This report contains technical information. If you were not present during this inspection, please call the office to arrange for a consultation with your inspector. If you choose not to consult with the inspector, this inspection company cannot be held liable for your understanding or misunderstanding of the reports content.

The contents of this report are for the sole use of the client named above and no other person or party may rely on this report for any reason or purpose whatsoever without the prior written consent of the inspector who authored the report. Any person or party who chooses to rely on this report for any reason or purpose whatsoever without the express written consent of the inspector does so at their own risk and by doing so without the prior written consent of the inspector waives any claim of error or deficiency in this report.

This report is not intended to be used for determining insurability or warrantability of the structure and may not conform to the Texas Department of Insurance guidelines for property insurability. ***This report is not to be used by or for any property and/or home warranty company.***

The digital pictures within this report are a representative sample of inaccessible areas, deficiencies or damages in place and should not be considered to show all of the inaccessible areas, deficiencies or damages observed. There will be inaccessible areas, deficiencies or damages not represented with digital imaging.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

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I. STRUCTURAL SYSTEMS

A. Foundations

Type of Foundation(s): Slab on Ground

Comments:

Foundation Is Performing Adequately

In my opinion, the foundation appears to be providing adequate support for the structure at the time of this inspection. I did not observe any apparent evidence that would indicate the presence of adverse performance or significant deficiencies in the foundation. The interior and exterior stress indicators showed little effects of adverse performance and I perceived the foundation to contain no significant unlevelness after walking the 1st level floors.

Additional Observations and/or Comments:

- A stress crack was observed in the exterior foundation perimeter beam.



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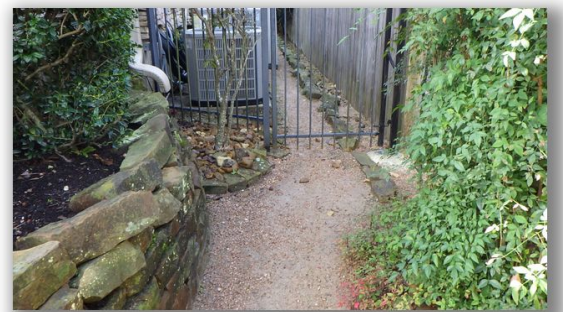
Notice: This inspection is one of first impression and the inspector was not provided with any historical information pertaining to the structural integrity of the inspected real property. This is a limited cursory and visual survey of the accessible general conditions and circumstances present at the time of this inspection. Opinions are based on general observations made without the use of specialized tools or procedures. Therefore, the opinions expressed are one of apparent conditions and not of absolute fact and are only good for the date and time of this inspection. The inspection of the foundation may show it to be providing adequate support for the structure or having movement typical to this region, at the time of the inspection. This does not guarantee the future life or failure of the foundation. ***The Inspector is not a structural engineer. This inspection is not an engineering report or evaluation and should not be considered one, either expressed or implied.*** If any cause of concern is noted on this report, or if you want further evaluation, you should consider an evaluation by an engineer of your choice.

B. Grading and Drainage

Comments:

Grading & Drainage

All components were found to be performing and in satisfactory condition on the day of the inspection.



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Gutter & Downspout System

- The gutters require cleaning.
- The downspout lower turn spout is missing on the north side of the structure.



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C. Roof Covering Materials

Type(s) of Roof Covering: Composition

Viewed From: Walked on roof

Comments:

Roof Covering

You are strongly encouraged to have a properly certified roofing contractor to physically inspect the roof, prior to the expiration of any time limitations such as option or warranty periods, to fully evaluate the condition of the roofing material. The observation made to support the rendering of this opinion are listed but not limited to the following:

The roofing material appears to be reaching the end of its serviceable life expectancy.

You are strongly encouraged to have a properly certified roofing contractor to physically inspect the roof, prior to the expiration of any time limitations such as option or warranty periods, to fully evaluate the condition of the roofing material. The observation made to support the rendering of this opinion are listed but not limited to the following:

- One or more of the shingles were observed to be lifting on the east side, west side of the roof structure.
- Damaged shingles were observed on the south side of the roof structure.
- One or more of the ridge cap shingles were observed to be damaged.
- Exposed fasteners were observed at the shingles in one or more locations.
- The composition roofing material has experienced granular loss in various locations throughout the roof.
- Some blistering of the roofing material was observed at the time of this inspection.
- Some cracking and cupping of the roofing material was observed.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



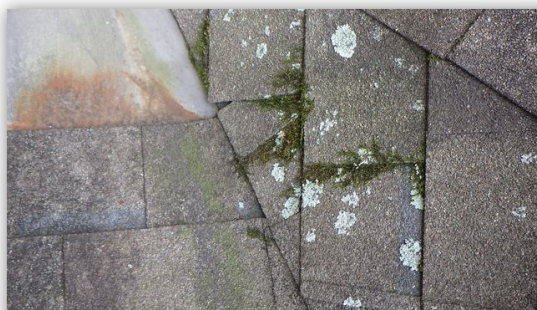
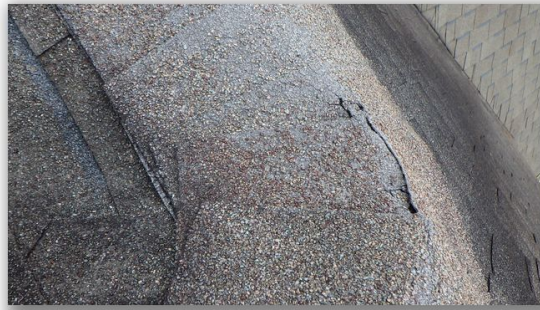
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Flashing Details

You are strongly encouraged to have a properly certified roofing contractor to physically inspect the roof, prior to the expiration of any time limitations such as option or warranty periods, to fully evaluate the condition of the roofing material. The observation made to support the rendering of this opinion are listed but not limited to the following:

- One or more of the roof level plumbing vent stack flashing details have some damage to the rubber seal around the stack. This condition could allow water penetration at this point.
- The roof level chimney flashing details need to be checked, reset or repaired. There is visible evidence of water intrusion at and around this location.
- The metal valley flashing details were observed to be rusted and should be corrected as necessary.
- Some of the metal flashing details were observed to be rusted and should be corrected as necessary.

Note: Roof fasteners (nails and/or staples) were observed to be exposed and should be properly sealed at the ridge caps and flashing areas.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.

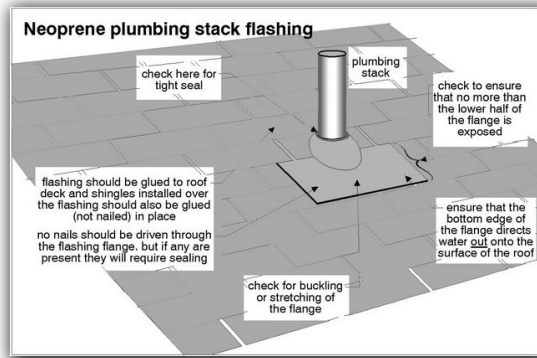
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Notice: Life expectancy of the roofing material is not covered by this property inspection report. If any concerns exist about the roof covering life expectancy or potential for future problems, a roofing specialist should be consulted. The Inspector cannot offer an opinion or warranty as to whether the roof has leaked in the past, leaks now, or may be subject to future leaks, either expressed or implied.

The inspection of this roof may show it to be functioning as intended or in need of minor repairs. This inspection does not determine the insurability of the roof. You are strongly encouraged to have your Insurance Company physically inspect the roof, prior to the expiration of any time limitations such as

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option or warranty periods, to fully evaluate the insurability of the roof.

D. Roof Structures and Attics

Viewed From: From Interior of Attic

Approximate Average Depth of Insulation: 7" to 9"

(**Note:** Generally recommended depth of attic floor insulation is approximately 10+ inches to achieve a R30 rating.)

Insulation Type: Loose Filled, Batt or Blanket

Description of Roof Structure: Rafter Assembly

Attic Accessibility: Partial

Comments:

Roof Structure

All components were found to be performing and in satisfactory condition on the day of the inspection.



Attic Ventilation

- The roof structure attic space ventilation appears to be marginal at the time of this inspection. It is recommended to increase the amount of lower and upper ventilation to help prevent heat buildup in the attic space area.



Attic Insulation

- The attic insulation is lower than typical and it is recommended to add additional insulation to achieve at least a R-30 rating.
- The attic floor insulation needs to be redistributed in one or more locations.

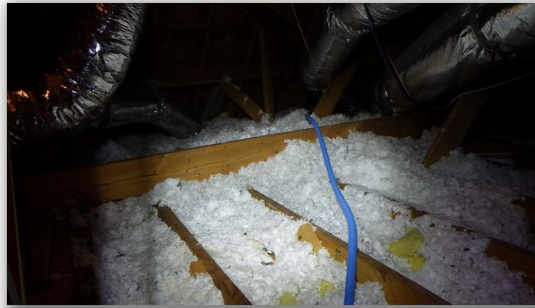
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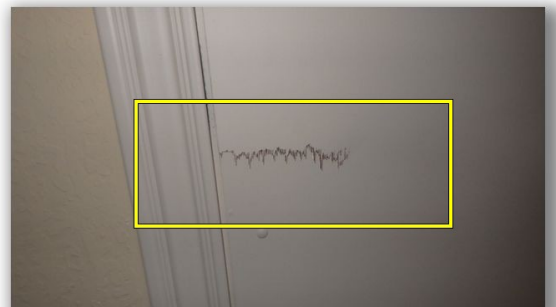
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Attic Ladder

- The ladder cover was observed to be damaged. This condition should be corrected for reasons of safety.



E. Walls (Interior and Exterior)

Comments:

Description of Exterior Cladding: Stone Masonry Veneer and Hard Coat Stucco

Interior Walls & Surfaces

All components were found to be performing and in satisfactory condition on the day of the inspection.

Notice: Due to the home being occupied, I was unable to inspect all of the interior surfaces because of window treatments, personalized wall treatments / finishes, personal effects, large, heavy or fragile storage and/or furniture.

Note: Nail heads were observed to be pushing through the interior finish in one or more locations.

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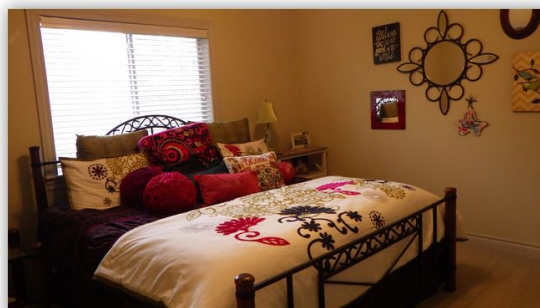
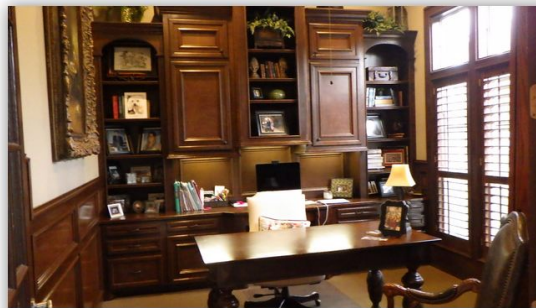
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Additional Photos



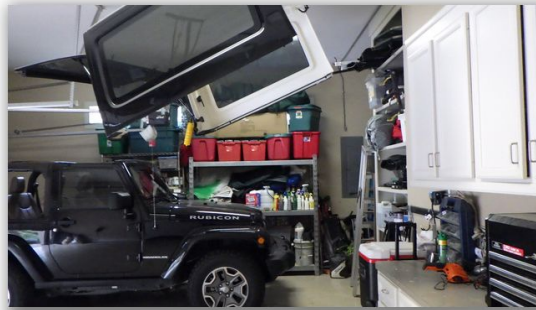
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Exterior Walls & Surfaces

- The area between the exterior veneer and the outside HVAC condenser/coils refrigerant lines needs to be properly sealed.

Stucco (Hard Coat or EIFS) Observation and Opinions

- The stucco cladding appears to have conditions that are beyond normal. It is recommended to have an intrusive stucco/moisture evaluation performed prior to the expiration of any option or warranty time periods. A-Action Home Inspection Group offers intrusive stucco inspections at an additional price. Please contact our office at 713-730-3151 if you would like to schedule an additional stucco inspection.

The conditions observed to render this opinion are:

At this time a general limited visually based survey of the accessible exterior stucco veneer / cladding will be performed without the use of any specialized tools or procedures. The Inspectors findings will be listed below but all possible deficiencies will not be limited to the following:

- Cracking of the stucco type veneer/cladding was observed on the south side, east side, west side of the structure. This condition should be further evaluated and corrected as necessary.
- Some discoloration and/or staining of the stucco type veneer/cladding was observed on the south side of the structure.
- There is possible water intrusion through the stucco cladding system on the south side of the structure. This condition has caused some visible damage to the stucco cladding. This condition should be further evaluated and corrected as necessary.

Note: Prior repairs to the stucco were observed.

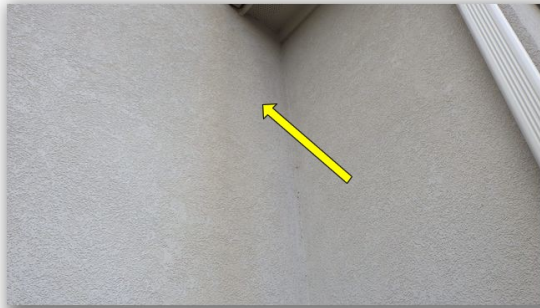
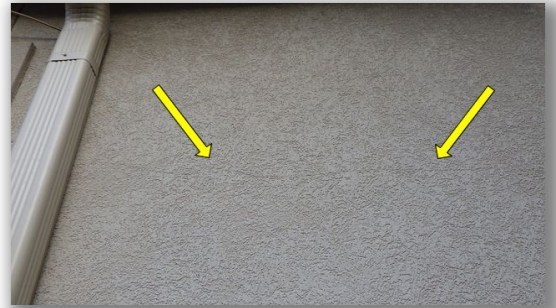
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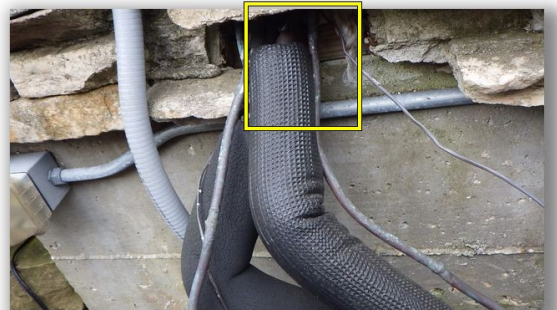
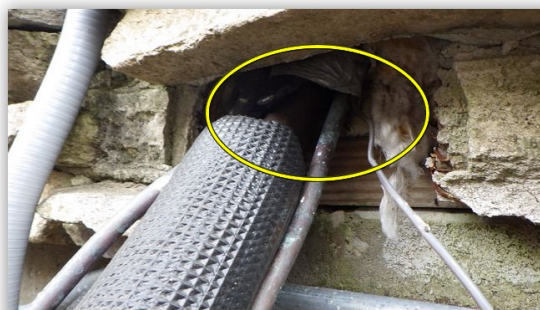
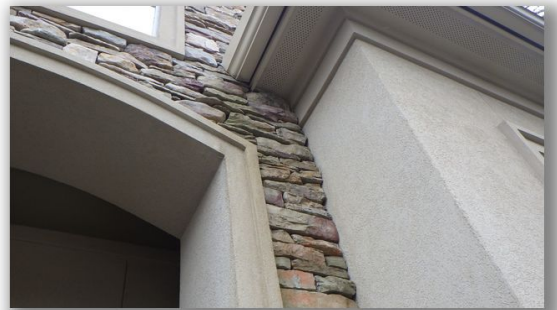
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F. Ceilings and Floors

Comments:

Ceilings

Note: There is evidence of painting and patching to the interior finish and prior interior finish repairs. This condition could limit the Inspectors visual observations and ability to render accurate opinions as to the performance of the structure.

Note: Nail heads were observed to be pushing through the interior finish in one or more locations.



Floors

All components were found to be performing and in satisfactory condition on the day of the inspection.

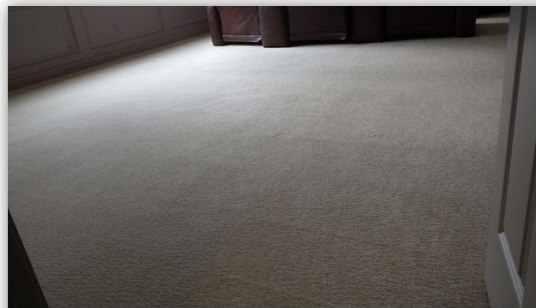
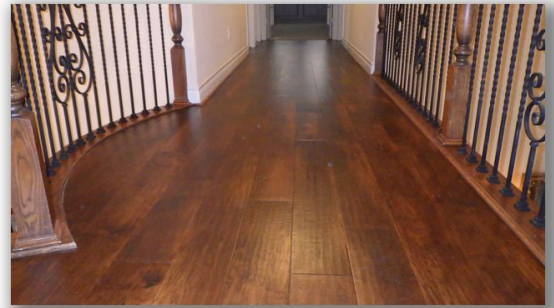
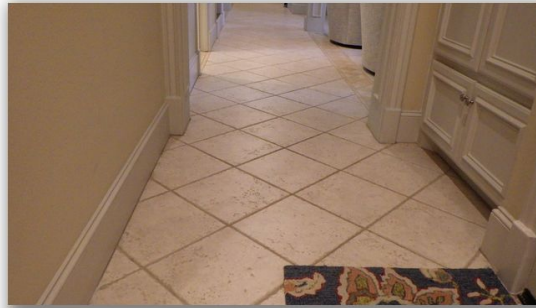
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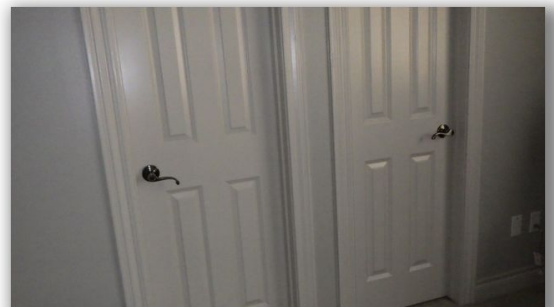
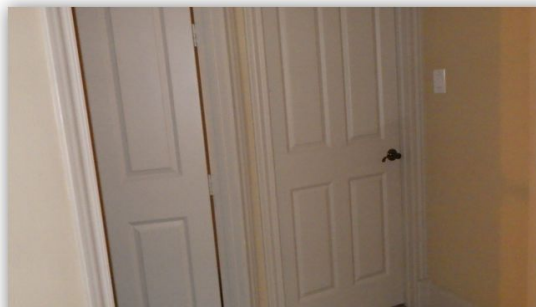


G. Doors (Interior and Exterior)

Comments:

Interior Doors

- The door hardware is loose to the upstairs side middle bedroom.



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Exterior Doors

- The exterior door threshold has some deterioration and/or damage to the backyard entry.



Overhead Garage Door (2)

- Some damage to the overhead garage door (double) was observed.



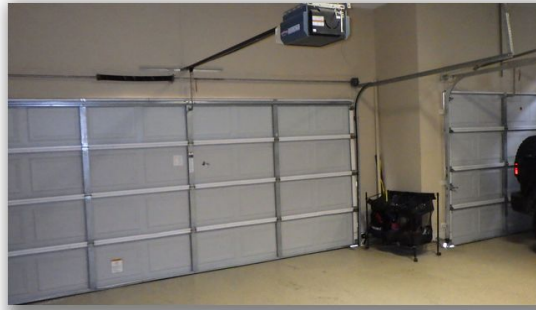
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D=Deficient

I	NI	NP	D
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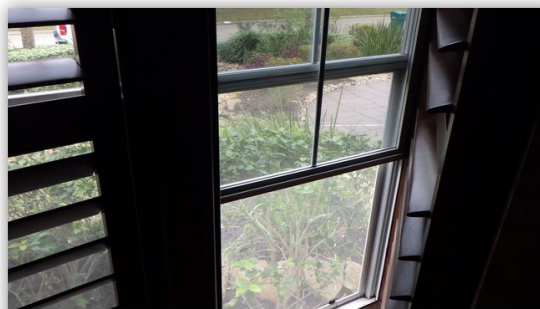


H. Windows

Comments:

Window Screens

- One or more of the window screens were observed to be damaged.



I=Inspected

NI=Not Inspected

NP=Not Present

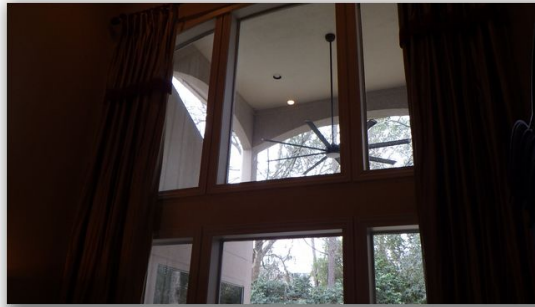
D=Deficient

I	NI	NP	D
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Windows

All components were found to be performing and in satisfactory condition on the day of the inspection.

Note: I was unable to visually inspect or operate of some of the windows due to height, window treatments, personal effects, large, heavy or fragile storage and/or furniture.



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I. Stairways (Interior and Exterior)

Comments:

All components were found to be performing and in satisfactory condition on the day of the inspection.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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J. Fireplaces and Chimneys

Comments:

All components were found to be performing and in satisfactory condition on the day of the inspection.



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K. Porches, Balconies, Decks, and Carports

Comments:

Porches / Patio

All components were found to be performing and in satisfactory condition on the day of the inspection.



Driveway

All components were found to be performing and in satisfactory condition on the day of the inspection.

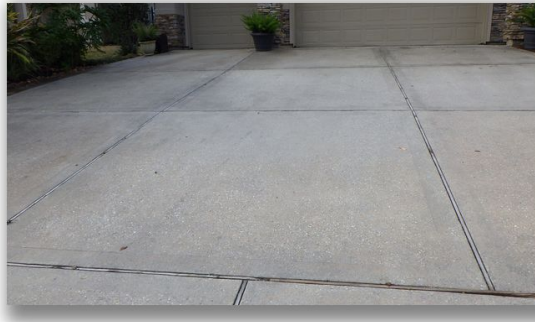
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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L. Other

Comments:

These insects are located in the pantry, they appear to be weevil like.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

II. ELECTRICAL SYSTEMS

A. Service Entrance and Panels

Comments:

Panel Box

Box Rating and/or Main Disconnect Rating: 225 amps

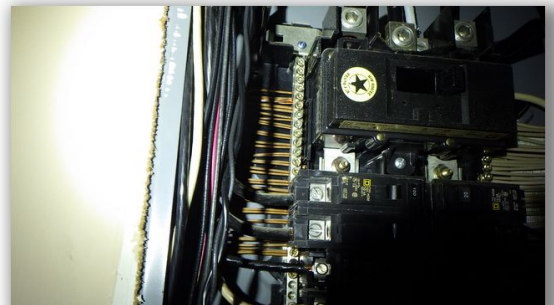
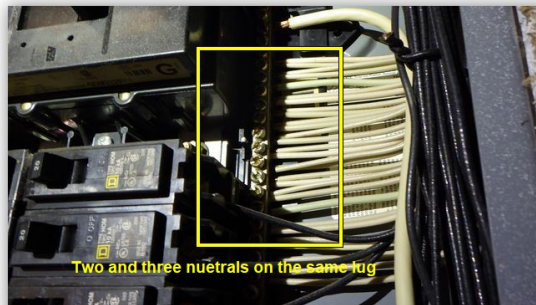
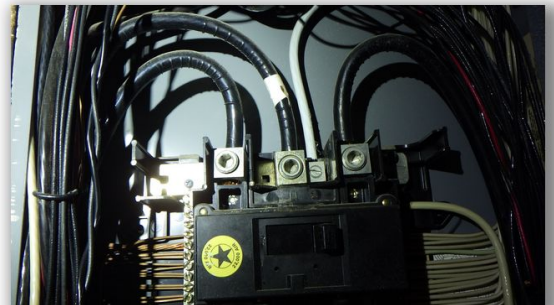
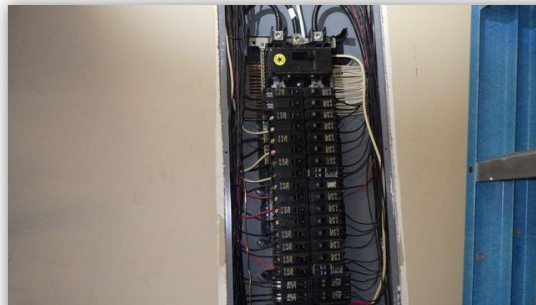
Box Location: Garage

Cabinet Manufacturer: Square D

Branch Circuit Wire Type: Copper

The buyer should have the electrical system checked by a Qualified Licensed Electrician. The observations made to support the rendering of this opinion are listed but not limited to the following:

- There are multiple neutral wires secured under one lug/screw on the neutral bus bar. This type of installation does not meet current electrical standards. 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.



I=Inspected

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NP=Not Present

D=Deficient

I NI NP D

Sub Panel

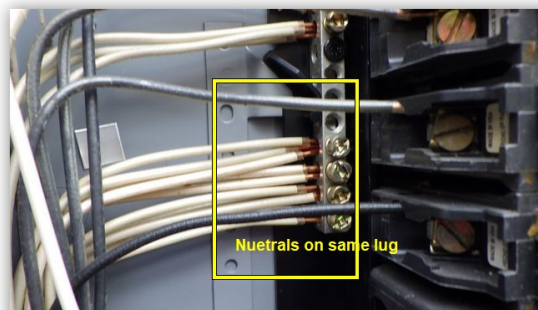
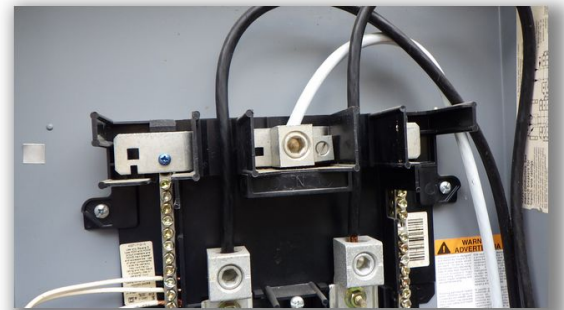
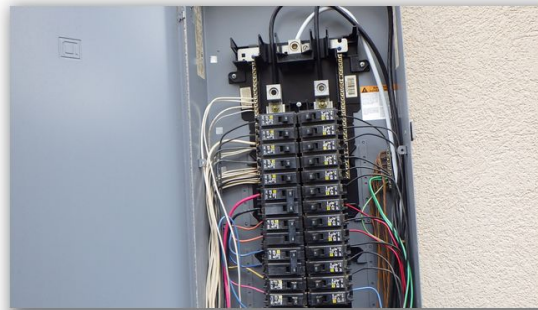
Box Location: West Exterior Wall

Cabinet Manufacturer: Square D

Branch Circuit Wire Type: Copper

The buyer should have the electrical system checked by a Qualified Licensed Electrician. The observations made to support the rendering of this opinion are listed but not limited to the following:

- There are multiple neutral wires secured under one lug/screw on the neutral bus bar. This type of installation does not meet current electrical standards. 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.



Grounding / Bonding

All components were found to be performing and in satisfactory condition on the day of the inspection.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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B. Branch Circuits, Connected Devices, and Fixtures

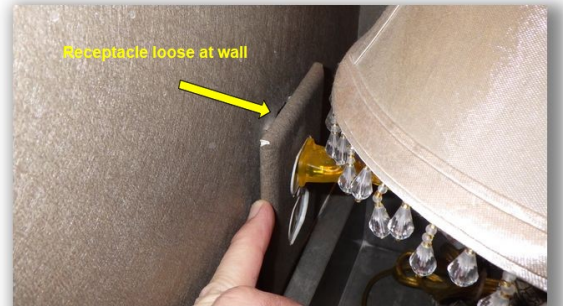
Type of Wiring: Copper

Comments:

Receptacle Outlets

- One or more of the receptacles is missing its cover plate in the media room.
- One of the ground fault circuit interrupter (GFCI) devices does not appear to be functioning properly at the time of this inspection. The device in question is located in the north exterior wall.
- No access to garage GFCI reset, ground fault circuit interrupter (GFCI) protection was observed for the receptacles in the garage area The GFCI was covered by home effects.

Note: Some of the receptacles in the home were inaccessible and could not be reached for inspection due to height, personal effects, heavy storage, furniture or conditions outside the control of the inspector.



Switches

All components were found to be performing and in satisfactory condition on the day of the inspection.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Fixtures

- The ceiling fan appears to be inoperative in the media room.
- One or more of the light fixtures do not appear to be functioning properly in the garage.



Smoke Alarms

All components were found to be performing and in satisfactory condition on the day of the inspection.

Note: It is recommended to replace the batteries in all of the smoke detectors once a year for reasons of safety.

Note: Due to location, height or conditions outside the control of the inspector, one or more of the smoke alarms were inaccessible and could not be tested at the time of this inspection.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Carbon Monoxide Alarms

All components were found to be performing and in satisfactory condition on the day of the inspection.



Doorbell / Chime

All components were found to be performing and in satisfactory condition on the day of the inspection.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

A. Heating Equipment

Type of Systems:

Energy Sources:

Comments:

Central Heating System(Upstairs) – Energy Source: Gas

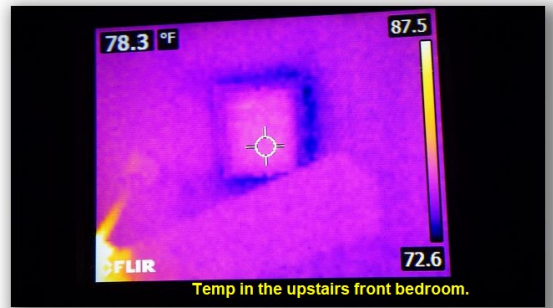
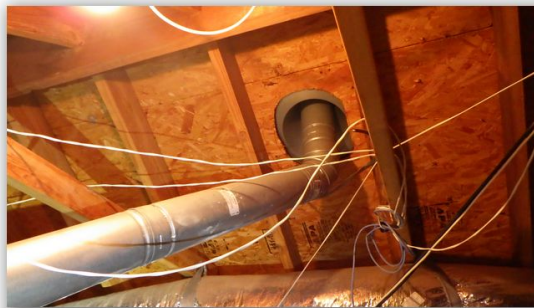
Brand Name: Trane

The HVAC system needs to be checked and serviced by a Qualified / Licensed HVAC Technician. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- The heater is not performing as intended and should be serviced by a licensed HVAC technician.

Additional Observations and/or Comments:

Unable to inspect furnace system due to obstructions. Personal effects on and around Unit.



Central Heating System (Primary Bedrom area) – Energy Source: Gas

Brand Name: Trane

This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.

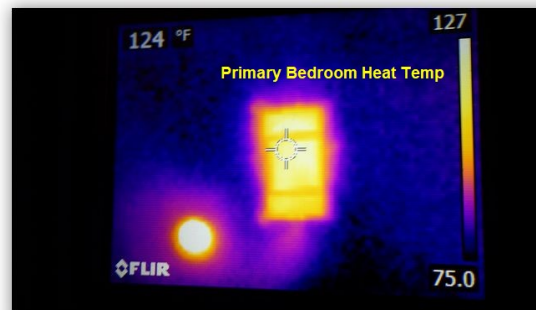
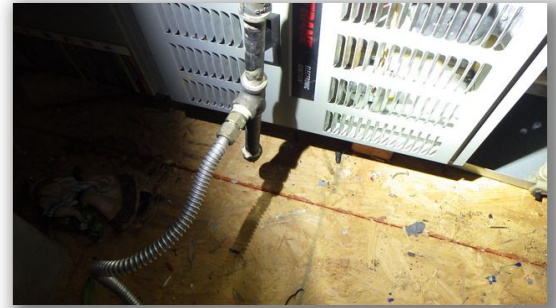
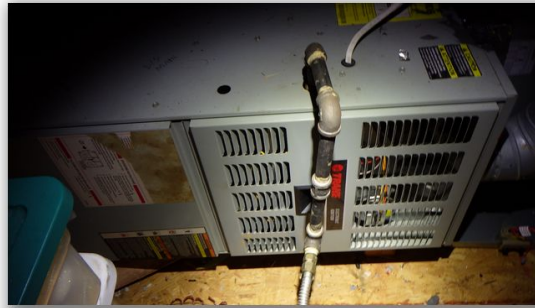
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



Central Heating System (Downstairs area) – Energy Source: Gas

Brand Name: Trane

The HVAC system needs to be checked and serviced by a Qualified / Licensed HVAC Technician. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- The heater gas supply line is not equipped with a sediment trap just before the gas appliance connector. This condition does not meet current installation requirements and should be corrected.

Samples of correct sediment trap installation.

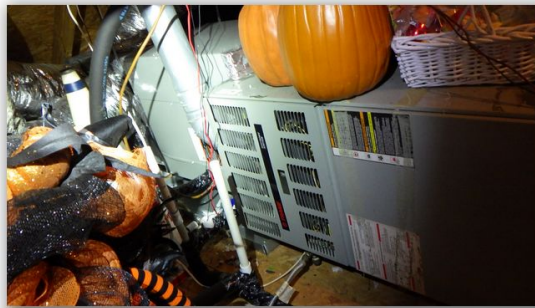
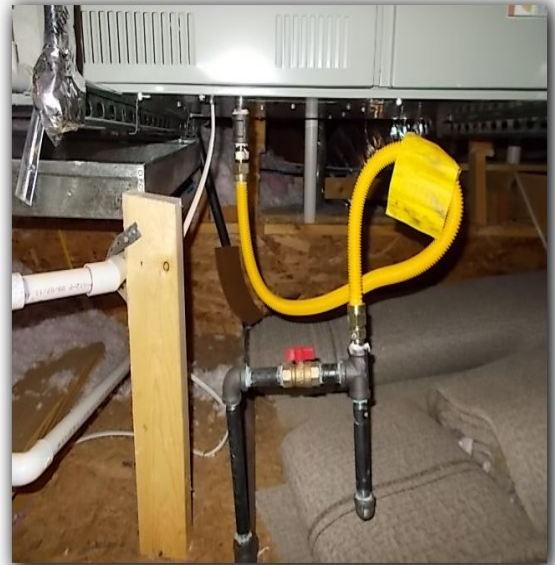
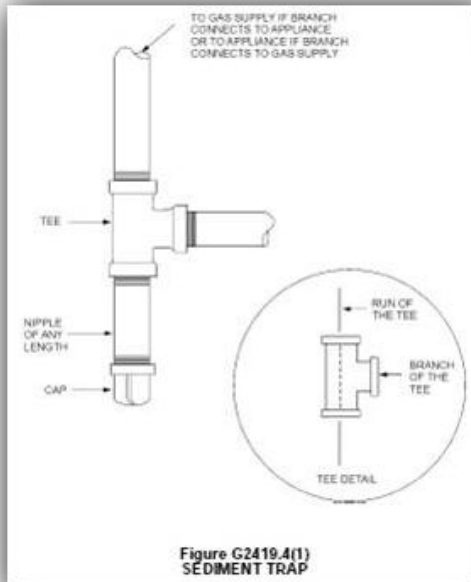
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



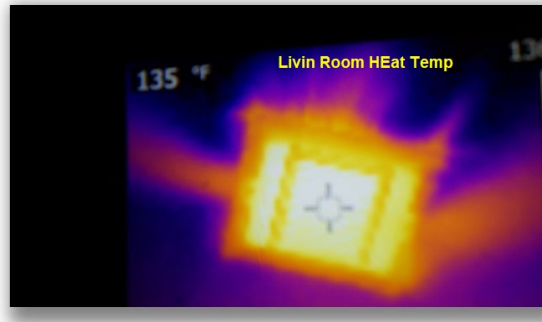
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



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B. Cooling Equipment

Type of Systems:

Comments:

Central Cooling System (downstairs area)

Today's Temperature Differential (Delta-T): 17

Approximate System Age: **2020**

Approximate System Size: **5 ton**

Brand Name: American Standard

This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.



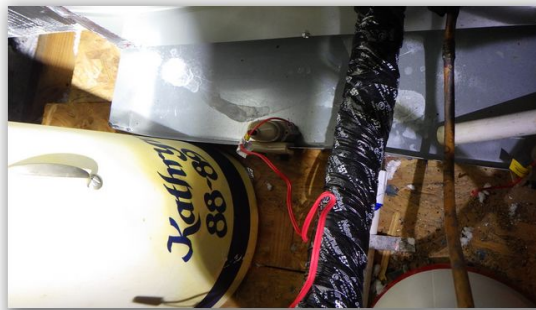
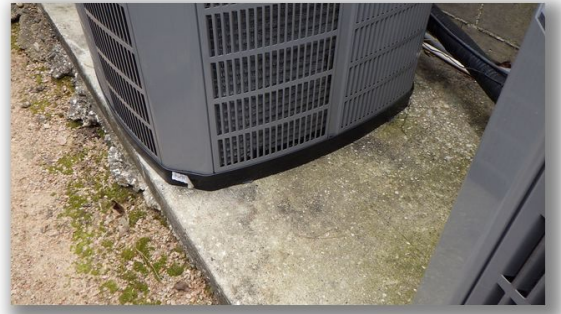
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



Central Cooling System (Primary Bedroom area)

Today's Temperature Differential (Delta-T): 20

Approximate System Age: 2016

Approximate System Size: 4 ton

Brand Name: American Standard

This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.

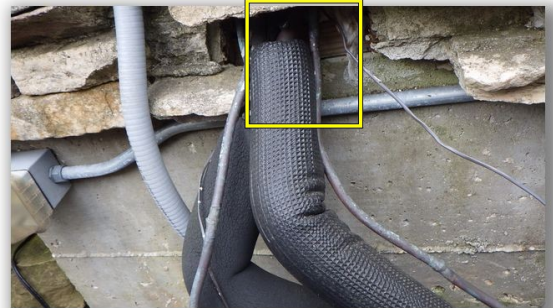
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



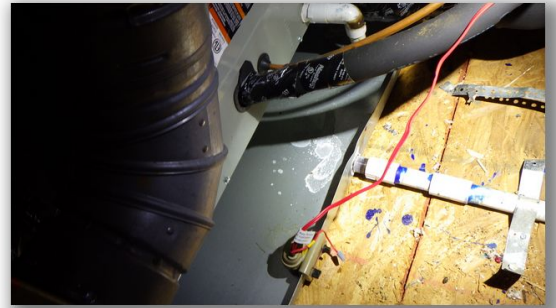
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



Central Cooling System (Upstairs)

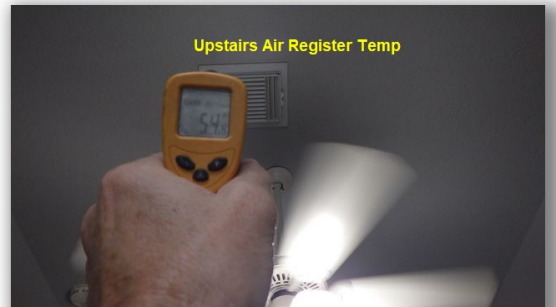
Today's Temperature Differential (Delta-T): 18

Approximate System Age: **2020**

Approximate System Size: **3 ton**

Brand Name: American Standard

This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



Notice: Temperature differential readings (Delta-T) are an accepted industry standard of practice for testing the proper operation of the cooling system. Our company policy normal acceptable range is considered approximately **between 15 to 20 degrees °F** total difference (Delta-T) measured between the return air and supply air within close proximity of the related coils of the system being evaluated. Conditions such as but not limited to; excessive humidity, high or low outdoor temperatures or restricted airflow may indicate abnormal operation even through the equipment is functioning basically as designed and occasionally may indicate normal operation in spite of an equipment malfunction. *The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.*

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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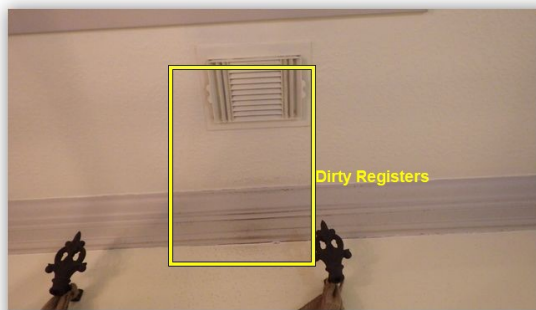
C. Duct Systems, Chases, and Vents

Comments:

The HVAC duct system and equipment needs to be checked and serviced by a Qualified / Licensed HVAC Technician. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- There is visible dust and/or mildew on the air registers in the various locations throughout the house. The cause and remedy should be further evaluated. It is recommended to have the air registers and duct system cleaned for air quality purposes.
- The duct work in the attic area does not appear to be properly separated to help prevent condensation from developing. It is recommended to separate the duct work with a minimum intervals of 1.5-inches.
- The duct work in the attic area does not appear to be properly suspended and separated to help prevent condensation from developing. It is recommended to separate and suspend the duct work with supports in minimum intervals of 4-feet that have a minimum width of 1.5-inches.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

IV. PLUMBING SYSTEM

A. Plumbing Supply, Distribution Systems and Fixtures

Location of water meter: Within 5-feet of Front Curb

Location of main water supply valve: Within 3-feet of east exterior wall.

Static water pressure reading: 50 to 60 psi

Comments:

Water Supply System

All components were found to be performing and in satisfactory condition on the day of the inspection.

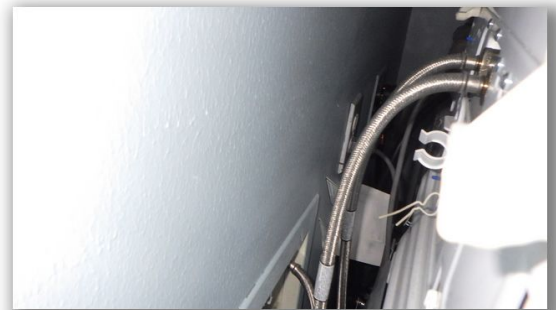
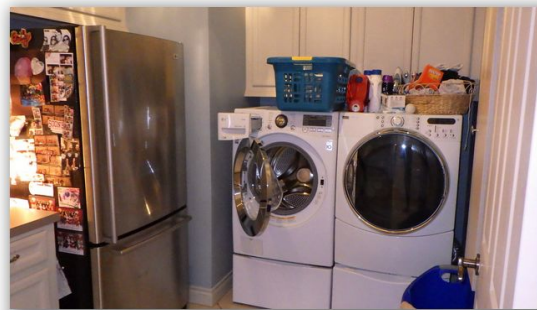


Exterior Faucets/Fixtures

All components were found to be performing and in satisfactory condition on the day of the inspection.

Laundry Connections

All components were found to be performing and in satisfactory condition on the day of the inspection.
Limited visual due to very constrained access.



Kitchen Sink

All components were found to be performing and in satisfactory condition on the day of the inspection.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



Laundry Sink

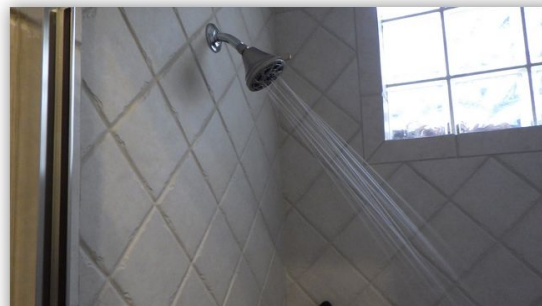
All components were found to be performing and in satisfactory condition on the day of the inspection.



Rear Corner Bedroom Bathroom

Lavatory / Sink

- The stopper does not appear to be functioning properly.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Guest Bath

All components were found to be performing and in satisfactory condition on the day of the inspection.



Primary Bathroom

All components were found to be performing and in satisfactory condition on the day of the inspection.



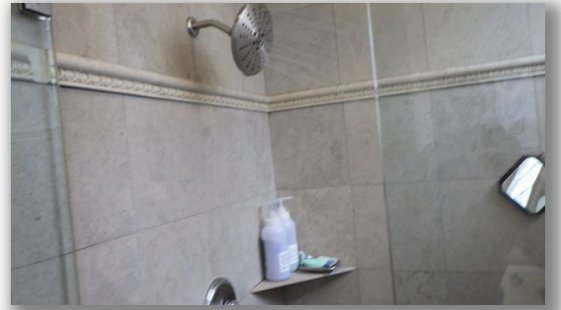
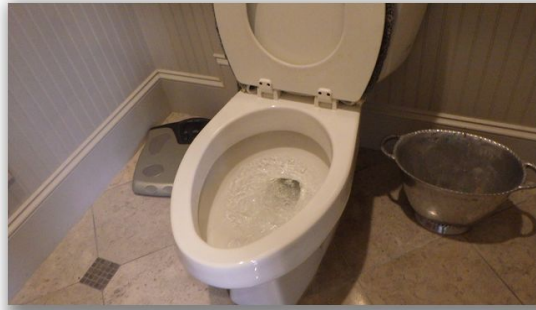
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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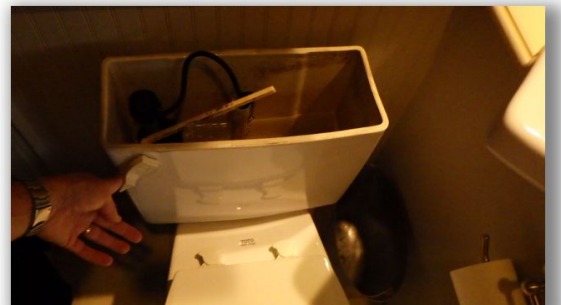
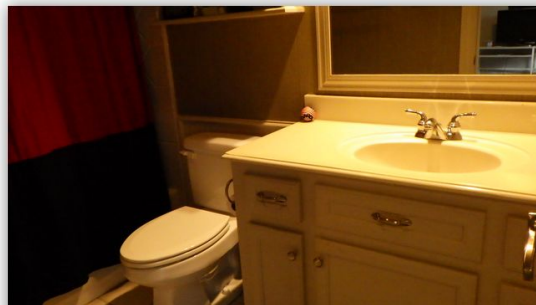
Upstairs Side Middle Bedroom Bathroom

Lavatory / Sink

- The stopper does not appear to be functioning properly.

Bathtub

- The faucet assembly is not sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.
- The bathtub shower head diverter is not functioning properly.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

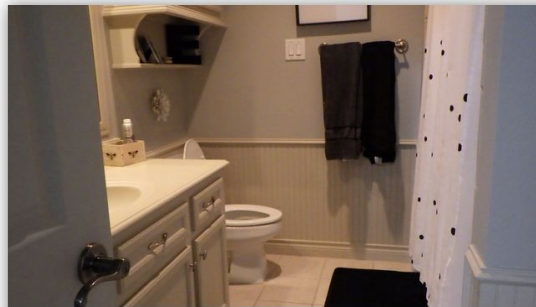
I NI NP D



Upstairs Front Middle Bedroom Bathroom

Bathtub

- The faucet assembly is not sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.
- The bathtub shower head diverter is not functioning properly.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



Upstairs Front Corner Bedroom Bathroom

Lavatory / Sink

- The stopper is damaged.

Bathtub

- The faucet assembly is not sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.

Commode / Toilet

- The commode is loose at the floor mount.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



Notice: The Inspector has attempted to discover and report conditions requiring further evaluation or repair. However; determining the condition of any component that is not visible and/or accessible, such as plumbing components that are buried, beneath the foundation, located within construction voids or otherwise concealed, and reporting any deficiency that does not appear or become evident during our limited cursory and visual survey is outside the scope of this inspection. *The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.*

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B. Drains, Wastes, and Vents

Comments:

All components were found to be performing and in satisfactory condition on the day of the inspection.

Notice: Reporting the condition of drains, wastes and vent piping that is not completely visible and/or accessible or; reporting any defect or deficiency that requires extended use of the system to develop or does not become evident during our limited cursory and visual survey is outside the scope of the inspection. This is a limited cursory and visual survey of the accessible general conditions and circumstances present at the time of this inspection. Opinions are based on general observations made without the use of specialized tools or procedures. Therefore, the opinions expressed are one of apparent conditions and not of absolute fact and are only good for the date and time of this inspection. *The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.*

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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C. Water Heating Equipment

Energy Sources:

Capacity:

Comments:

Water Heater – *Energy Source: Gas*

Location: Attic

Approximate Capacity: 40 Gallons

Approximate Age: 1999

Brand Name: A.O. Smith

The water heater and associated components need to be checked and serviced by a Qualified / Licensed Plumber. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- Some corrosion was observed at the water supply connections at the top of the water heater.
- The fittings at the top of the water heater are made of dissimilar metals (galvanized steel connected to copper and/or brass). It is recommended to replace the galvanized steel fittings with brass or copper fittings or install a dielectric union between the two dissimilar metals to prevent electrolysis from occurring.
- The auxiliary/secondary drain pan under the water heater is holding water at the time of this inspection. The cause and remedy should be further evaluated and corrected as necessary.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



Water Heater – Energy Source: **Gas**

Location: **Attic**

Approximate Capacity: **40 Gallons**

Approximate Age: **1999**

Brand Name: **A.O. Smith**

The water heater and associated components need to be checked and serviced by a Qualified / Licensed Plumber. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- Some corrosion was observed on the water supply shutoff valve.
- Some corrosion was observed at the water supply connections at the top of the water heater.
- The fittings at the top of the water heater are made of dissimilar metals (galvanized steel connected to copper and/or brass). It is recommended to replace the galvanized steel fittings with brass or copper fittings or install a dielectric union between the two dissimilar metals to prevent electrolysis from occurring.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.

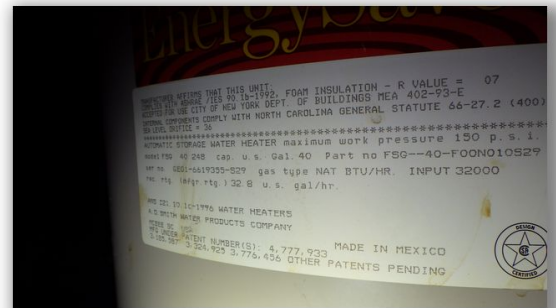
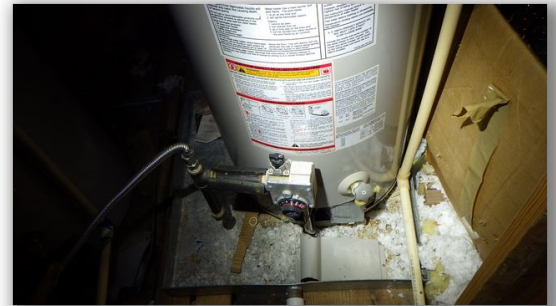
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



Water Heater – Energy Source: Gas

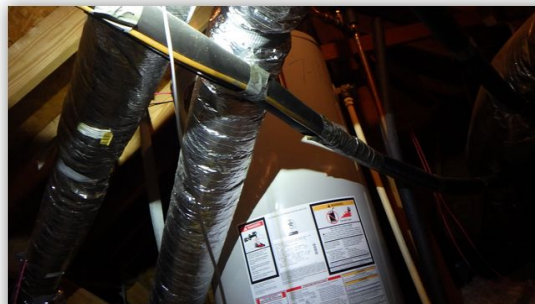
Location: Attic

Approximate Capacity: 50 Gallons

Approximate Age: 2019

Brand Name: Bradford White

This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.



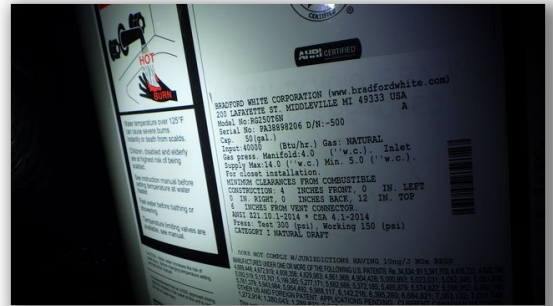
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



D. Hydro-Massage Therapy Equipment

Comments:

Location of GFCI: In commode closet area.

This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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V. APPLIANCES

A. Dishwashers

Comments:

Brand Name: Bosch

This component appears to be performing adequately at the time of this inspection.



B. Food Waste Disposers

Comments:

This component appears to be performing adequately at the time of this inspection.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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C. Range Hood and Exhaust Systems

Comments:

- The range exhaust vent fan is inoperative. control panel failed to function the vent system.



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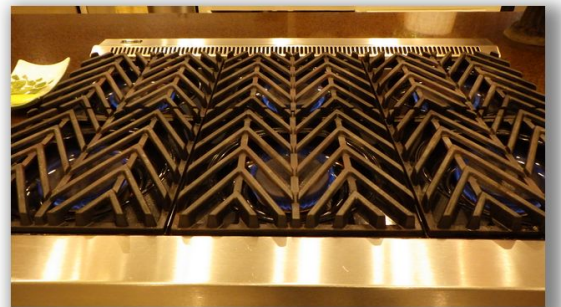
D. Ranges, Cooktops, and Ovens

Comments:

Cooktop Brand Name: Viking

Built-in Oven Brand Name: Dacor

This component appears to be performing adequately at the time of this inspection.



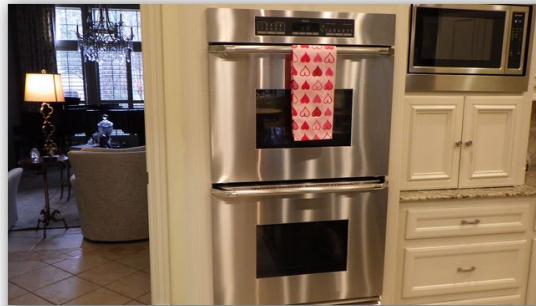
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



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E. Microwave Ovens

Comments:

Brand Name: KitchenAid

This component appears to be performing adequately at the time of this inspection.



I=Inspected

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D=Deficient

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F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

- One or more of the bathroom/laundry room areas are not equipment with a mechanical exhaust vent. Under current building standards, all wet areas are required to have mechanical exhaust ventilation. This is an **“as-built”** condition.

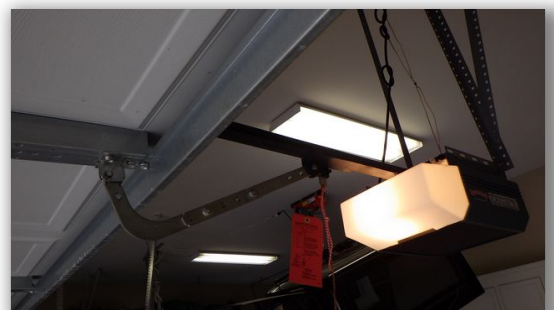
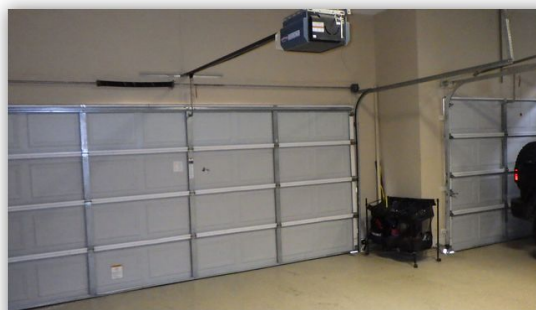


G. Garage Door Operators

Comments:

This component appears to be performing adequately at the time of this inspection.

- When an automatic garage door opener is in use, the manual lock should be disabled or removed.



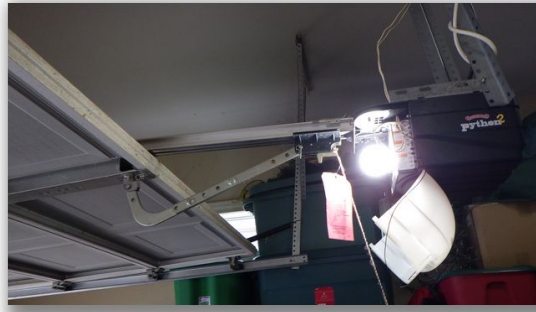
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D=Deficient

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H. Dryer Exhaust Systems

Comments:

-
- The dryer exhaust duct (vent pipe) is dirty and needs to be cleaned.



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I NI NP D

VI. OPTIONAL SYSTEMS

A. Landscape Irrigation (Sprinkler) Systems

Comments:

When the system is operational, all of the sprinkler system associated components are inspected and operated in the manual settings only.

Note: Some municipalities now require moisture (rain/freeze) sensors to be installed on all new installation and existing sprinkler systems. Our company does not maintain a list of municipalities that require the installation of a moisture sensor. Please check with your municipality for moisture sensor requirements. Sprinkler system equipped with a moisture (rain/freeze) sensor Yes or No.

Total Number of Zones Wired: 10

Sprinkler System and Associated Components

The sprinkler system and associated components should be further evaluated and/or serviced by a Licensed Irrigation Technician. The observations made to support the rendering of this opinion are listed but not limited to the following:

- One or more of the sprinkler heads need to be adjusted so not to disperse water onto concrete flatwork (such as; roadways, sidewalks, porches, patios or driveways) in station(s); **1, 2.**
- One or more of the sprinkler heads were observed to be damaged and/or missing in station(s); **2.**
- One or more of the sprinkler heads need to be adjusted so not to spray water onto the exterior walls, surfaces or windows in stations; **2, 3, 5, 7.**
- Sprinkler station(s) **6** did not respond when tested in the manual setting. The cause and remedy should be further evaluated and corrected as necessary.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



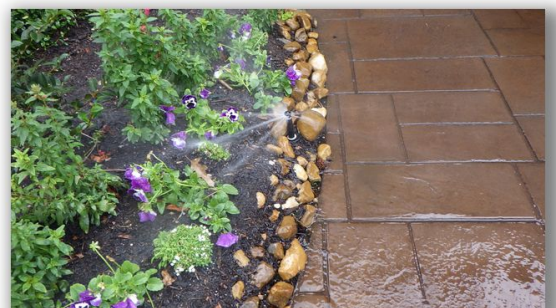
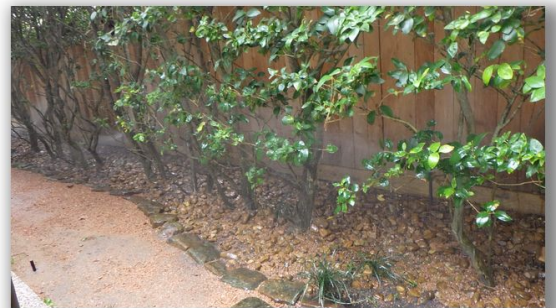
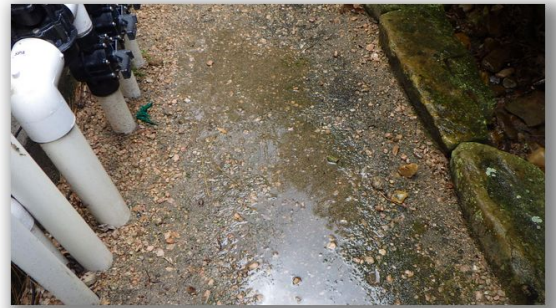
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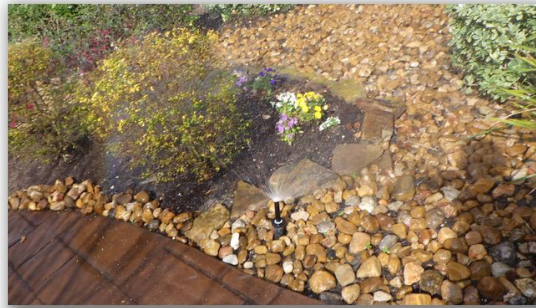
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B. Swimming Pools, Spas, Hot Tubs, and Equipment

Type of Construction:

Comments:

Notice: When the system is operational, all of the pool or spa systems and associated components are inspected and operated in the manual / service settings only. Operating the pool components from indoor control panels or handheld remotes are outside the scope of this inspection.

You are strongly encouraged to consult with the current homeowner for knowledge on regularly scheduled maintenance and valve operations.

Type of Construction: *In Ground*

Type of Filter: **Unable To Determine** / Filter Gauge Pressure Reading: **25 to 30 psi**

Swimming Pool and Equipment

Some of the pool components appear to have deficiencies that are beyond normal. The buyer should have this condition further evaluated by a pool technician familiar with pool structures and associated pool components for remedial cost estimates. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- The filter gauge has a high pressure reading. Filter pressure should be maintained between 5 to 20 psi.

I=Inspected

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D=Deficient

I NI NP D

Barriers

- Under current standards, all of the homes entry doors that give access to the pool area should be equipped with an audible alarm that can be heard throughout the house, sound continuously for 30-seconds, and be mounted at least 54-inches from the doors threshold. A self-closing and self-latch door device can be used in lieu of the audible alarm system as long as the protection is not less than the audible alarm.
- All pedestrian access gates should open outward away from the pool and should be self-closing and have a self-latching device. Where the release mechanism is located less than 54 inches from the bottom of the gate. A second release mechanism should be located on the poolside of the gate at least 3 inches below the top of the gate.

Heater

- The heater service light is on while the heater is turned on. This condition should be further evaluated and corrected as necessary.
- The pool heater did not respond to controls when tested in the manual / service settings. The cause and remedy should be further elevated.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



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I NI NP D



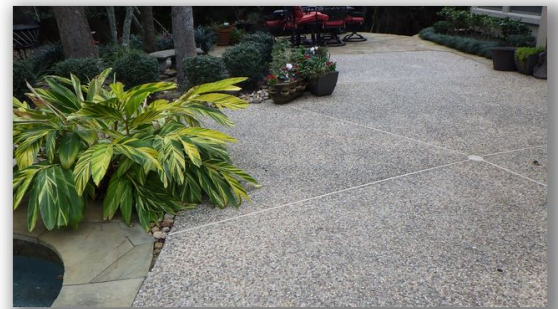
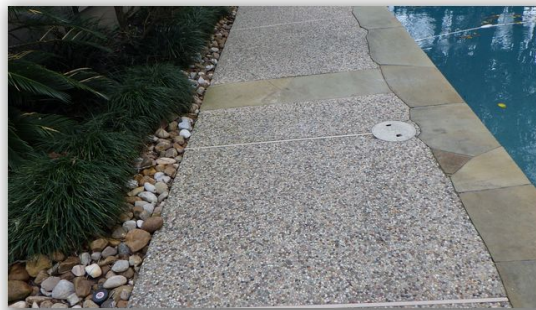
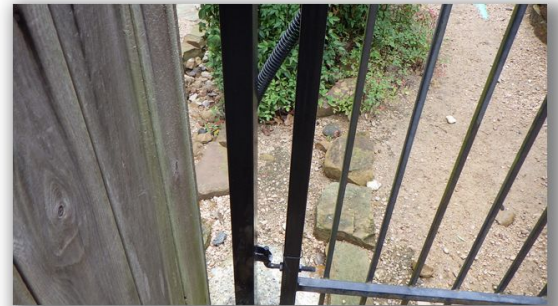
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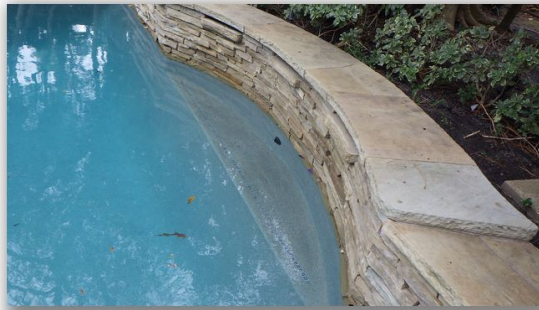
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I	NI	NP	D
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Notice: Based on what we were able to observe and our experience with swimming pool, spa and hot tub technology, we submit this inspection report based on the present condition, working under current use and habits of the current occupants of the residence. When performing the inspection, the inspector will keep in consideration the age of the system and normal wear and tear from ordinary use when rendering opinions. All of the pool or spa systems and associated components are inspected and operated in the manual / service settings only. Operating the pool components from indoor control panels or handheld remotes are outside the scope of this inspection.

For further assistance and inspections, we recommend contacting a licensed pool contractor or ask the seller if you may discuss the pool or spa with the maintenance company that the seller has used to clean and service the pool or spa.

The Inspector shall inspect and report deficiencies in the condition of all associated above ground and accessible components. This inspection does not include evaluations of freeze guard controls and/or devices or pool, spa or hot tub bodies / shells below the water line and does not insure, guarantee or warrant against structure or sub-surfaces water leaks, either expressed or implied.

The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.

Specific limitations for swimming pools, spas, hot tubs, and equipment.

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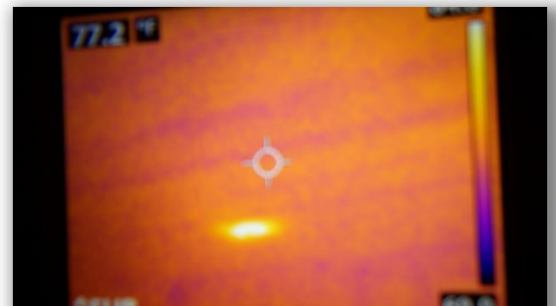
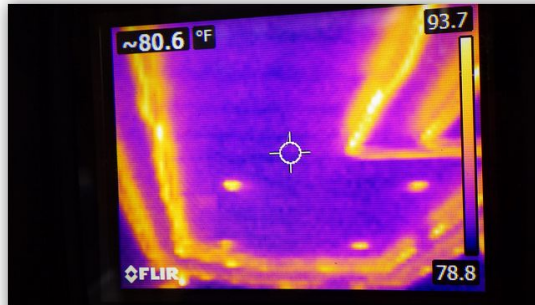
The inspector is not required to and will not:

- disassemble filters or dismantle or otherwise open any components or lines;
- operate valves;
- uncover or excavate any lines or concealed components of the system;
- fill the pool, spa, or hot tub with water;
- inspect any system that has been winterized, shut down, or otherwise secured;
- determine the presence of sub-surface water tables;
- determine the effectiveness of entrapment covers;
- determine the presence of pool shell or sub-surface leaks; or
- inspect ancillary equipment such as computer controls, covers, chlorinators or other chemical dispensers, or water ionization devices or conditioners other than required by this section.

C. Thermal Imaging / Infrared

Comments:

All components were found to be performing and in satisfactory condition on the day of the inspection.



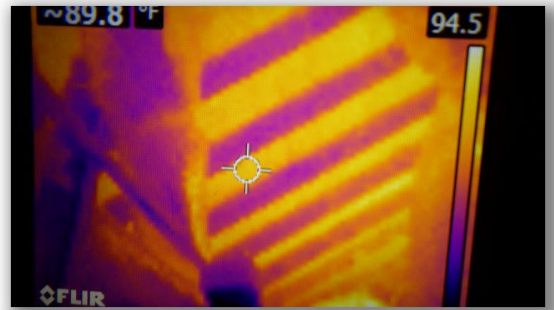
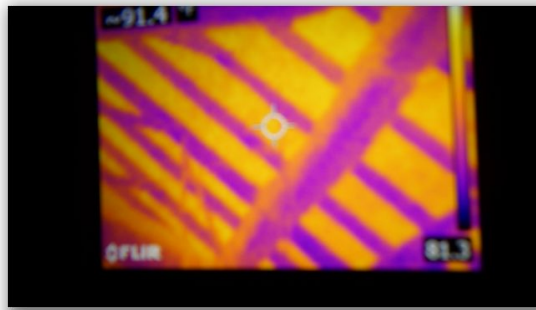
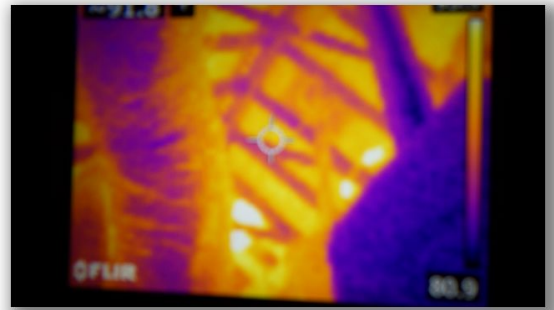
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INSPECTION AGREEMENT
PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

This Inspection Agreement (herein after known as the Agreement) is entered into on this day, 02/04/2021, between Dawn Norman (herein known as the Client) and A-Action Home Inspection Group (herein known as the Inspector) for the purpose of performing a general property condition inspection concerning 167 E Bracebridge Cir (herein known as the property).

I. SCOPE OF SERVICES

- A. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the Client with information regarding the general condition of the Property at the time of inspection.
- B. In exchange for the inspection fee (**\$862.00**

1999) paid by the Client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission. Inspector will attempt to identify major defects and problems with the Property. However, Client acknowledges that the Inspection Report may not identify all defects or problems.

- C. The inspection is limited to those items which are easily accessible, seen, viewed or capable of being approached, entered and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. The Inspector will not climb over obstacles, move furnishings or large, heavy, or fragile objects, remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. The inspector will not turn on decommissioned equipment, systems, utility services. Systems, components and conditions which are not specifically addressed in the Inspection Report are excluded.
- D. The Inspection Report may indicate one of the following opinions of the Inspector regarding a particular item:
1. The item is performing its intended function, achieving an operation, function or configuration relative to accepted industry standard practices with consideration of age and normal wear and tear from ordinary use at the time of the inspection;
 2. The item is in need of replacement, maintenance or repair; or
 3. Further evaluation by an expert is recommended.

II. INSPECTION REPORT

- A. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions concerning the need for repair or replacement of certain observable items. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the Property. **By signing this Agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.**
- B. **Unless specifically stated, the report WILL NOT INCLUDE and should not be read to indicate OPINIONS AS TO:**
1. the presence, absence, or risk of environmental conditions such as asbestos, lead-based paint, **MOLD**, mildew, corrosive or contaminated drywall "Chinese Drywall" or any other environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, poison, presence of toxic or hazardous waste or substances;
 2. presence or absence of pests, termites, or other wood-destroying insects or organisms;
 3. **COMPLIANCE WITH compliance with any ordinances, statutes or restrictions, CODE, listing, testing or protocol authority, utility sources, property association guidelines or requirements, manufacturer or regulatory requirements;**
 4. insurability, efficiency warrantability, suitability, adequacy, compatibility, capacity, durability, quality reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, age, energy efficiency; or
 5. anticipate future life or future events or changes in performance of any item inspected.
- C. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully investigated for any material facts that may influence or effect the desirability and/or market value of the Property.
- D. As noted above, the Inspection Report may state that further evaluation of certain items is needed by an expert in the field of the item inspected. By signing this Agreement, Client acknowledges that qualified experts may be needed to further evaluate such items as structural systems, foundations, grading, drainage, roofing, plumbing, electrical systems, HVAC, appliances, sprinkler systems pool system and components, fire/smoke detection systems, septic systems and other observable items as noted in the report. Any such follow-up should take place prior to the expiration of any time limitations such as option or warranty periods.

III. DISCLAIMER OF WARRANTIES

The inspector makes no guarantee or warranty, express or implied, as to any of the following:

1. That all defects have been found or that the Inspector will pay for repair of undisclosed defects;
2. That any of the items inspected are designed or constructed in a good and workmanlike manner;
3. That any of the items inspected will continue to perform in the future as they are performing at time of the inspection; and
4. That any of the items inspected are merchantable or fit for any particular purpose.

IV. LIMITATION OF LIABILITY

BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTOR IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING HOME INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY, THE INSPECTOR WOULD BE FORCED TO CHARGE CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S SERVICES. CLIENT ACKNOWLEDGES BEING GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF HIS OR HER OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE PAID BY THE CLIENT. \$862.00

1999

V. DISPUTE RESOLUTION

In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify the Inspector within ten (10) days of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to reinspect the property. Client agrees to allow reinspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct the reinspection himself or can employ others (at Inspector's expense) to reinspect the property, or both. In the event a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute or controversy shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.

VI. ATTORNEY'S FEES

The Inspector and the Client agree that in the event any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in that dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.

VII. EXCLUSIVITY

The Inspection Report is to be prepared exclusively for the Client and is not transferable to anyone in any form. Client gives permission for the Inspector to discuss report findings with real estate agents, specialists, or repair persons for the sake of clarification. A copy of the Inspection Report may be released to the buyers Real Estate Agent.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THAT THE INSPECTOR DID NOT COERCE, PRESSURE OR RUSH ME TO EXECUTE THIS CONTRACT WITHOUT OPPORTUNITY TO FULLY REVIEW THE CONTRACT AND IF NECESSARY HAVE THE CONTRACT REVIEWED BY AN ATTORNEY; THAT INSPECTOR AGREED TO RESCHEDULE THE INSPECTION IN THE EVENT I REQUIRED ADDITIONAL TIME TO REVIEW THE CONTRACT; THAT I UNDERSTAND THE TERMS AND CONDITIONS AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF CLIENT IS MARRIED, CLIENT REPRESENTS THAT THIS OBLIGATION IS A FAMILY OBLIGATION INCURRED IN THE INTEREST OF THE FAMILY.

Client Signature: _____

Date: 02/04/2021

Inspector: **David Schmeck**

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

Rule §7.176 Requires this department prescribed form to be used for real estate transactions in Texas regarding the visible presence or absence of wood destroying insects and conditions conducive to infestations of wood destroying insects.

167 E Bracebridge Cir
Inspected Address

The Woodlands
City

77382
Zip Code

SCOPE OF INSPECTION / AGREEMENT

- A. This inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection report unless specifically noted in Section 5 of this report.
- B. This inspection is limited to those parts of the structure(s) that are visible and accessible at the time of the inspection. Examples of inaccessible areas include but are not limited to (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). **Inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.**
- C. Due to the characteristics and behavior of various wood destroying insects, it may not always be possible to determine the presence of infestation without defacing or removing parts of the structure being inspected. Previous damage to trim, wall surface, etc., is frequently repaired prior to the inspection with putty, spackling, tape or other decorative devices. Damage that has been concealed or repaired may not be visible except by defacing the surface appearance. **The WDI inspecting company cannot guarantee or determine that work performed by a previous pest control company, as indicated by visual evidence of previous treatment, has rendered the pest(s) inactive.**
- D. If visible evidence of active or previous infestation of listed wood destroying insects is reported, it should be assumed that some degree of damage is present.
- E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
- F. **THIS IS NOT A STRUCTURAL DAMAGE REPORT OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.**
- G. If termite treatment (including pesticides, baits or other methods) has been recommended, the treating company must provide a diagram of the structure(s) inspected and proposed for treatment, label of pesticides to be used and complete details of warranty (if any). At a minimum, the warranty must specify which areas of the structure(s) are covered by warranty, renewal options and approval by a certified applicator in the termite category. Information regarding treatment and any warranties should be provided by the party contracting for such services to any prospective buyers of the property. The inspecting company has no duty to provide such information to any person other than the contracting party.
- H. There are a variety of termite control options offered by pest control companies. These options will vary in cost, efficacy, areas treated, warranties, treatment techniques and renewal options.
- I. There are some specific guidelines as to when it is appropriate for corrective treatment to be recommended. Corrective treatment may only be recommended if (1) there is visible evidence of an active infestation in or on the structure, (2) there is visible evidence of a previous infestation with no evidence of a prior treatment.
- J. If treatment is recommended based solely on the presence of conducive conditions, a preventive treatment or correction of conducive conditions may be recommended. The buyer and seller should be aware that there may be a variety of different strategies to correct the conducive condition(s). These corrective measures can vary greatly in cost and effectiveness and may or may not require the services of a licensed pest control operator. There may be instances where the inspector will recommend correction of the conducive conditions by either mechanical alteration or cultural changes. Mechanical alteration may be in some instances the most economical method to correct conducive conditions. If this inspection report recommends any type of treatment and you have any questions about this, you may contact the inspector involved, another licensed pest control operator for a second opinion, and/or the Structural Pest Control Service of the Texas Department of Agriculture.

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

167 E Bracebridge Cir
Inspected Address

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Sharpeye Pest Control Additional Statements Included in the Scope of Inspection / Agreement that are not Promulgated by the Structural Pest Control Service

- A. This inspection is only good for the date and time of the inspection. Sharpeye Pest Control, its Inspectors, employees and agents will not guarantee or warrant the absence of any wood destroying insect. Due to the characteristics and behavior of various wood destroying insects, the insects may not be visible or detectable on the date and time of the inspection. Even with the best inspection, termites can remain hidden and unnoticed for a long period of time. Swarming of wood destroying insects can occur in a short amount of time and may be the first signs of the presence of wood destroying insects that were not detectable at the time of the original inspection. If swarming occurs after the date and time of the original inspection and active wood destroying insects were not detectable at the time of the original inspection. Sharpeye Pest Control, its Inspectors, employees and agents cannot be liable for the non-detectable infestation and will not assume any liability for corrective actions needed and will not assume liability for non-detectable wood damage.
- B. Sharpeye Pest Control Standard Operational Inspection Procedures: The Inspector will perform a visual inspection of the visible and accessible foundation perimeter beam (slab-on-grade foundation), visual inspection of the visible and accessible exterior perimeter beam and accessible interior perimeter beam and piers (pier-&-beam foundation), probe visible and accessible exterior wood for active or signs of previous activity of a wood destroying insects, visual inspection of the structures accessible interior walls, ceiling, baseboards and cabinetry and visual inspection of the accessible areas of the attic.
The inspector will not deface the structure, cut holes, remove panels, pull back carpet, lift floor treatments, cut holes in the floors, wall or ceilings, move boxes, furniture, personal items or effects. The inspector will then complete this WDIR using the SPCS required standards for completing this form. These standards can be provided to you upon request.
- C. Additional Information from Acme Pest Control. **AREAS OF POTENTIAL NON-VISIBLE WOOD DESTROYING INSECT ACTIVITY AREAS ARE LISTED BUT NOT LIMITED TO THE FOLLOWING:** In the wall voids at the bathroom bathtraps and shower stalls/enclosures, plumbing penetrations within the construction wall voids, below high soil lines, behind heavy foliage, non-visible slab joints, non-visible slab cracks, under and/or behind decks and/or raised patios, behind cosmetic repairs of the foundation beam, within sill plates and between sub-floors and any other area that the Inspector marks as inaccessible in section 6B of this report. Sharpeye Pest Control and its Inspectors, employees and agents will not assume any liability for active infestation of a wood destroying insect that is not visible and/or accessible to the Inspector at the time of the original inspection.
- D. The Inspector will do his/her best to access and to inspect all accessible and visible areas and/or components of the structure. This inspection is only good for the date and time of this inspection and Sharpeye Pest Control, its Inspectors, employees and agents will not assume any liability for non-accessible areas and non-visible wood destroying insects. If for any reason you are unhappy with the performance of the Inspector, his/her findings or unwilling to accept the scope of this inspection. Sharpeye Pest Control will be more than happy to refund to you the cost of this inspection within ten business day's from the date of the original inspection. The refund is contingent on you surrendering all copies of this inspection report back to Sharpeye Pest Control and you releasing Sharpeye Pest Control, its employee and its agents from all future liabilities to the inspected property. This refund cannot be made if the report has already been used to close on a real estate transaction.

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

167 E Bracebridge Cir
Inspected Address

The Woodlands
City

77382
Zip Code

1A. SHARPEYE PEST CONTROL
Name of Inspection Company

1B. 0773025
SPCS Business License Number

1C. 1305 Edwinstowe Ln Houston Texas 77043 713-730-3151
Address of Inspection Company City State Zip Telephone No.

1D. David Schmeck 1E. Certified Applicator [] (check one)
Name of Inspector (Please Print) Technician [x]

1F. Thursday, February 4, 2021
Inspection Date

2. Dawn Norman Seller [] Agent [] Buyer [x] Management Co. [] Other []
Name of Person Purchasing Inspection

3. N/A
Owner/Seller

4. REPORT FORWARDED TO: Title Company or Mortgagee [] Purchaser of Service [] Seller [] Agent [x] Buyer [x]
(Under the Structural Pest Control regulations only the purchaser of the service is required to receive a copy)

The structure(s) listed below were inspected in accordance with the official inspection procedures adopted by the Texas Structural Pest Control Service. This report is made subject to the conditions listed under the Scope of Inspection. A diagram must be attached including all structures inspected.

5. List structure(s) inspected that may include residence, detached garages and other structures on the property. (Refer to Part A, Scope of Inspection):
[x] Main House (Excluding all Detached Structures, Sheds, Shrubs, Trees, Barns, Fences and Decks)
[] Main House & Detached Garage (Excluding all other Detached Structures, Sheds, Shrubs, Trees Barns, Fences and Decks)
[] Other Inspected Structures: N/A

5B. Type of Construction:
Foundation: Slab [x] Pier and Beam [] Pier Type: N/A Basement [] Other []: N/A
Siding: Wood [] Hardie Plank [] Brick [] Stone [x] Stucco [x] Other []: N/A
Roof: Composition [x] Wood Shingle [] Metal [] Tile [] Other []: N/A

6A. This company has treated or is treating the structure for the following wood destroying insects: NO TREATMENT PERFORMED AT THIS TIME.
If treating for subterranean termites, the treatment was: Partial [] Spot [] Bait [] Other [] N/A [x]
If treating for drywood termites or related insets, the treatment was: Full [] Limited [] N/A [x]

6B. N/A N/A N/A
Date of Treatment by Inspecting Company Common Name of Insect Name of Pesticide, Bait or Other Method

This company has a contract or warranty in effect for control of the following wood destroying insects:
Yes [] No [x] List Insects: SHARPEYE PEST CONTROL CARRIES NO WARRANTY ON THIS PROPERTY EXPRESSED OR IMPLIED.

If "Yes", copy(ies) of warranty and treatment diagram must be attached.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in the purchase of sale of this property. I do further state that neither I nor the company for which I am acting is associate in any way with any party to this real estate transaction.

Signatures:

7A. David Schmeck #0780247
Inspector (Technician or Certified Applicator Name and License Number)

Others Present:

7B. N/A
Apprentices, Technicians, or Certified Applicators (Names) and Registration/License Number(s)

Notice of Inspection Was Posted At or Near:

8A. Electric Breaker Box [] 8B. Date Posted: 02/04/2021
Water Heater Closet []
Beneath the Kitchen Sink [x]

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9A. Were any areas of the property obstructed or inaccessible? Yes No
 (Refer to Part B & C, Scope of Inspection) If "Yes" specify in 9B.

9B. The obstructed or inaccessible areas include but are not limited to the following:

- | | | | |
|---|---|---|--|
| Attic <input type="checkbox"/> | Plumbing Areas <input checked="" type="checkbox"/> | Planter box abutting structure <input type="checkbox"/> | Slab Joints <input checked="" type="checkbox"/> |
| Attic Partially Accessible <input checked="" type="checkbox"/> | Bath-trap(s) <input checked="" type="checkbox"/> | Below or Behind High Soil Grade <input checked="" type="checkbox"/> | Cracks in Slab <input checked="" type="checkbox"/> |
| Insulated areas of attic <input checked="" type="checkbox"/> | Construction Voids <input checked="" type="checkbox"/> | Wood Pile in Contact with Structure <input type="checkbox"/> | Crawl Space <input type="checkbox"/> |
| Inside Eaves <input checked="" type="checkbox"/> | Recent Renovation(s) <input type="checkbox"/> | Behind Personal Effects / Furniture <input checked="" type="checkbox"/> | Sub Floors <input type="checkbox"/> |
| Deck <input type="checkbox"/> | Blocked/Stored Areas <input checked="" type="checkbox"/> | Debris Piled Next to Structure <input checked="" type="checkbox"/> | Weepholes <input type="checkbox"/> |
| Behind Storage in Garage <input checked="" type="checkbox"/> | Under Floor Covering <input checked="" type="checkbox"/> | Crawl Space Partially Accessible <input type="checkbox"/> | Heavy Foliage <input checked="" type="checkbox"/> |
| Raised Concrete, Brick and/or Stone at Patio/Porch(s) <input checked="" type="checkbox"/> | Behind Bathroom Tile Enclosures <input checked="" type="checkbox"/> | Behind Cabinetry <input checked="" type="checkbox"/> | |
| Behind Foundation Beam Cosmetic Repair <input checked="" type="checkbox"/> | Behind Wood Paneling (Wall Covering) <input type="checkbox"/> | Foundation Corner Pops <input type="checkbox"/> | |
| Foundation Plumbing Penetrations <input checked="" type="checkbox"/> | Other <input type="checkbox"/> | Specify: _____ | |

10A. Conditions conducive to wood destroying insect infestation? Yes No
 (Refer to Part J, Scope of Inspection) If "Yes" specify in 10B.

10B. Conducive Conditions include but are not limited to:

- | | | |
|--|--|---|
| Wood to Ground Contact (G) <input type="checkbox"/> | Standing Water in Crawl Space (SW) <input type="checkbox"/> | Wood Pile in Contact with Structure or within Dripline (Q) <input type="checkbox"/> |
| Formboards left in place (I) <input type="checkbox"/> | Planter box abutting structure (O) <input type="checkbox"/> | Wooden Fence in Contact with the Structure (R) <input type="checkbox"/> |
| Excessive Moisture (J) <input type="checkbox"/> | Debris under or around structure (K) <input checked="" type="checkbox"/> | Footing soil line too high (L) <input checked="" type="checkbox"/> |
| Footing soil line too low (L) <input type="checkbox"/> | Insufficient ventilation (T) <input type="checkbox"/> | Tree Branches in Contact with Roof Structure (TB) <input type="checkbox"/> |
| Heavy Foliage (N) <input checked="" type="checkbox"/> | Wood Rot (M) <input type="checkbox"/> | Flowerbed Wood Formers within Dripline (F) <input type="checkbox"/> |
| Other (C) <input checked="" type="checkbox"/> | Specify Other: _____ | |

- Other: Wood Fence within Drip Line (Conducive by Design) (WF)
- Other: Wood Deck in Contact with Structure (Conducive by Design) (WD)
- Other: Planter Box abutting Structure (Conducive by Design) (OD)
- Other: Wood in concrete expansion joints. (Conducive by Design)
- Other: Plumbing penetrations (Conducive by Design)

11. Inspection Reveals Visible Evidence in or on the structure:

	Active Infestation		Previous Infestation Previous Treatment			
	Yes	No	Yes	No	Yes	No
11A. Subterranean Termites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11B. Drywood Termites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11C. Formosan Termites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11D. Carpenter Ants	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11E. Other Wood Destroying Insects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Specify: _____

11F. Explanation of signs of previous treatment (including pesticides, baits, existing treatment stickers or other methods) identified:

Unable to locate signs of treatment.

11G. Visible evidence of: Unable To Determine has been observed in the following areas: N/A

If there is visible evidence of active or previous infestation, it must be noted. The type of insect(s) must be listed on the first blank and all identified infested areas of the property inspected must be noted in the second blank. (Refer to Part D, E & F, Scope of Inspection)

12A. Corrective treatment recommended for active infestation or evidence of previous infestation with no prior treatment

as identified in Section 11. (Refer to Part G, H and I, Scope of Inspection) Yes No

12B. A preventive treatment and/or correction of conducive conditions as identified in 10A & 10B is recommended as follows: Yes No

Specify reason: The heavy foliage needs to be trimmed at least 18-inches off the exterior walls. , The high soil line(s) need to be corrected. If active wood destroying insects are discovered during the correction process, treatment will be required. , The wood debris adjacent to / abutting the structure needs to be removed. If active wood destroying insects are discovered during the process, treatment will be required.

Refer to Scope of Inspection Part J

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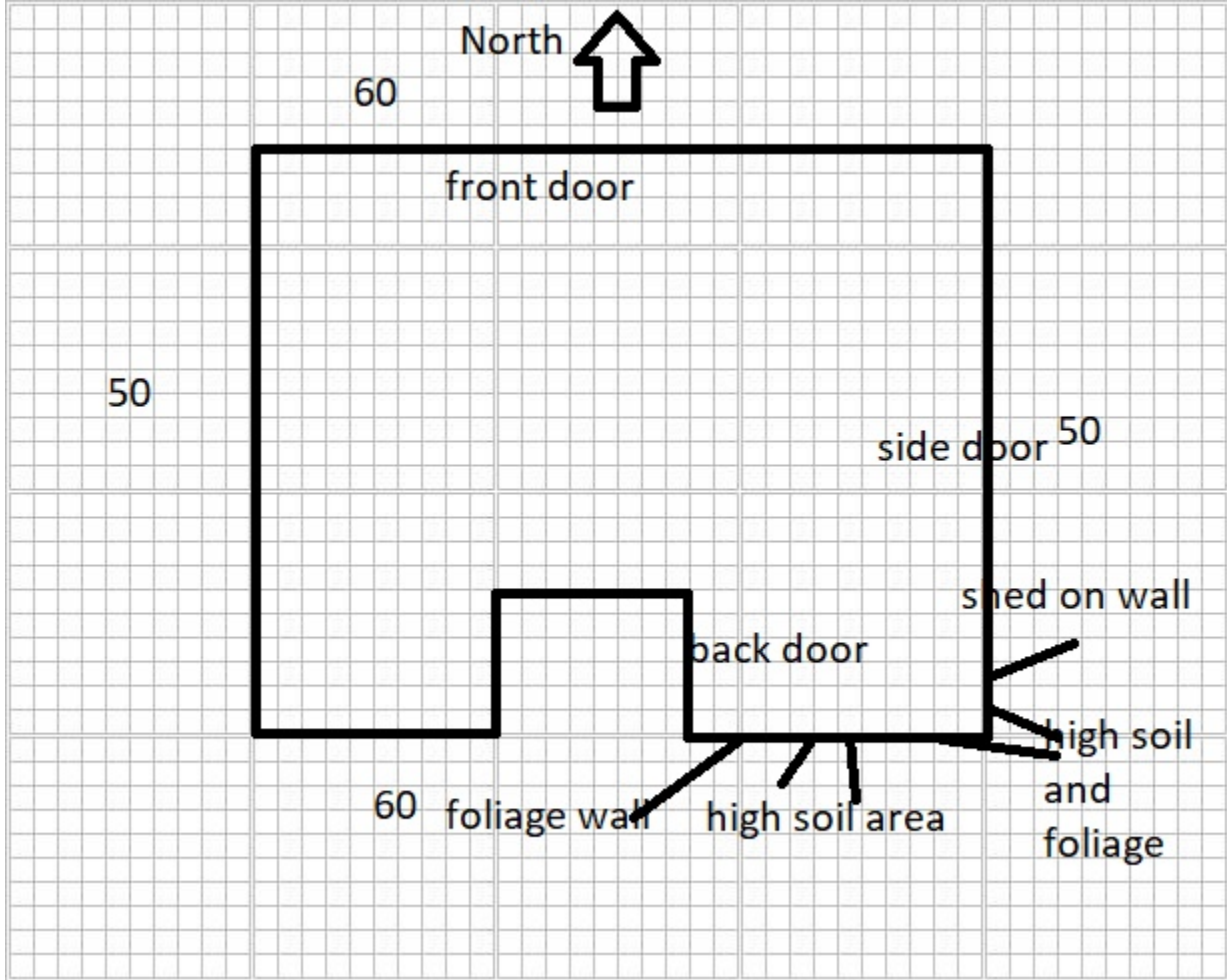
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Diagram of Structure(s) Inspected

The inspector must draw a diagram including approximate perimeter measurements and indicate active or previous infestation and type of insect by using the following codes: E-Evidence of infestation; A-Active; P-Previous; D-Drywood Termites; S-Subterranean Termites; F-Formosan Termites; C-Conducive Conditions; B-Wood Boring Beetles; H-Carpenter Ants;

Other(s) - Specify _____



Additional Comments There is no visible evidence of active wood destroying insects found at the time of this inspection.

Notice to Client: There is always a possibility of the presence of undetectable activity of wood destroying insects. **THIS IS NOT A STRUCTURAL DAMAGE REPORT OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.** If visible evidence of active or previous infestation of listed wood destroying insects is reported, it should be assumed that some degree of damage is present, whether visible or non-visible.

Statement of Purchaser

I have received the original or a legible copy of this form. I have read and understand any recommendations made. I have also read and understand the "Scope of Inspection." I understand that my inspector may provide additional information as an addendum to this report.

If additional information is attached, list number of pages: Photo Page & Termite Inspection Agreement

Signature of Purchaser of Property or their Designee _____ Date _____

Customer or Designee not Present Buyers Initials _____

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The digital pictures within this report are a representative sample of active/previous wood destroying insects, locations of active/previous infestations, inaccessible areas, conducive conditions, deficiencies or damages in place and should not be considered to show all. There will be active/previous wood destroying insects, locations of active/previous infestations, inaccessible areas, conducive conditions, deficiencies or damages not represented with digital imaging.



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WOOD-DESTROYING INSECT INSPECTION AGREEMENT

This is a Wood-Destroying Insect Inspection Agreement ("Agreement") between Sharpeye Pest Control ("INSPECTION COMPANY") and the undersigned client Dawn Norman ("CLIENT"), collectively referred to herein as the "PARTIES." CLIENT agrees to employ the INSPECTION COMPANY to perform a wood-destroying insect inspection as set forth below.

- 1. **Property Address.** The address of the property to be inspected is: **167 E Bracebridge Cir The Woodlands, TX 77382** ("Property").
- 2. **Fee.** The fee for the inspection service has been included in the cost of the home inspection to be performed by A-Action Realty Inspection Services, LLC. By signing this Agreement, Client acknowledges that A-Action Realty Inspection Services, LLC and Acme Pest Control are separate and distinct entities.
- 3. **Purpose.** The purpose of the inspection is to attempt to detect the presence of wood-destroying insects by performing a visual inspection of the Property without removing or defacing any part of the structure.
- 4. **Scope of Inspection.**
 - A. The inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection.
 - B. The inspection is limited to those parts of the structure that are visible and accessible at the time of the inspection. Examples of inaccessible areas include, but are not limited to, the following: (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). The inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.
 - C. Client understands and agrees that due to the characteristics and behavior of various wood destroying insects, the inspection may not detect the presence of infestation because the Inspection Company is unable to deface or remove parts of the structure being inspected. Client understands that often, previous damage to trim, wall surface, etc., is frequently concealed with putty, spackling, or other decorative material. Therefore, wood-destroying insects are often not discoverable until sheetrock or other coverings are removed.
 - D. If visible evidence of active or previous infestation of wood destroying insects is reported, it should be assumed that some degree of damage is present.
 - E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
 - F. **THE INSPECTION IS NOT A STRUCTURAL DAMAGE INSPECTION OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.**
- 5. **Report.** The CLIENT will be provided with a written report of the INSPECTION COMPANY's visual observations and opinions. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the Property. By signing this Agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.
- 6. **Exclusivity.** The report is intended for the sole, confidential and exclusive use and benefit of the CLIENT and the INSPECTION COMPANY has no obligation or duty to any other party. INSPECTION COMPANY accepts no responsibility for use by third parties. There are no third party beneficiaries to this Agreement. This Agreement is not transferable or assignable.

7. **LIMITATION OF LIABILITY.**

IT IS UNDERSTOOD THE INSPECTION COMPANY IS NOT AN INSURER AND THAT THE INSPECTION AND REPORT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF ANY KIND. BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTION COMPANY IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING WOOD-DESTROYING-INSECT INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY, THE INSPECTION COMPANY WOULD BE FORCED TO CHARGE CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S SERVICES. CLIENT ACKNOWLEDGES BEING GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF HIS OR HER OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE (\$862.00

1999) PAID BY THE CLIENT OR \$500.00, WHICHEVER IS GREATER. THE CLIENT AGREES TO HOLD THE INSPECTION COMPANY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, AND EXPENSES INCIDENT THERETO FOR INJURIES TO PERSONS AND FOR LOSS OF,

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DAMAGE TO, DESTRUCTION OF PROPERTY, COST OF REPAIRING OR REPLACING, OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS INSPECTION.

- 8. **Disclaimer of Warranties.** The Inspector makes no guarantee, warranty or promise, express or implied, that all signs of past or present termite infestation have been found or that the Inspector will pay for treatment or cost of repairs.
- 9. **Dispute Resolution.** In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify the Inspector within ten (10) days of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to re-inspect the property. Client agrees to allow re-inspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct the re-inspection himself or can employ others (at Inspector's expense) to re-inspect the property, or both. In the event a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute or controversy shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.
- 10. **Attorney's Fees.** The INSPECTION COMPANY and CLIENT agree that in the event any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in that dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.
- 11. **Entire Agreement.** This Agreement represents the entire agreement between the PARTIES. No statement or promise made by the INSPECTION COMPANY or its respective officers, agents or employees shall be binding.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING CONTRACT; THAT I UNDERSTAND THE TERMS AND CONDITIONS AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF CLIENT IS MARRIED, CLIENT REPRESENTS THAT HE OR SHE HAS BEEN AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF HIS OR HER SPOUSE AND/OR OTHER FAMILY MEMBER(S).

Client Signature: _____

Date: 02/04/2021

Inspector: David Schmeck Date: 02/04/2021