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## INSPECTION GROUP

FIG Services LLC d/b/a FOX INSPECTION GROUP  
Property Inspection Report #210902RM-4724 Mckinney Street(1)  
8616 Daffodil St. Houston, TX 77063  
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TREC Inspectors # 1718, 3648, 10503, 10524, 10533, 20283, 20719, 20975, 20976, 20994,  
21225, 21326, 21463, 21810, 22072, 22735, 22779, 22780, 22850, 22922  
Mold Assessment Company ACO1129, Mold Assessment Consultant MAC1452  
Mold Assessment Technicians MAT#'s 1197, 1198, 1203, 1224, 1240, 1246, 1256  
SBCCI Registered Building Inspector #5939  
SBCCI Registered Mechanical Inspector # 1739  
Exterior Design Institute (EDI) # TX-113, TX-116, TX-119, TX-121, TX-140, TDTX-001  
ICC Building Inspectors # 1052678-B5, #5294898-B5  
State of Texas Registered Code Enforcement Officer # CE1858  
ICC Residential Combination Inspectors # 1052678-R5, #5294898-R5  
ICC Residential Building Inspectors # 5167093-B1, #5294898-B1  
ICC Mechanical Inspectors # 1052678-M5, #5294898-M5  
Texas Department of Insurance VIP Certificates #20110061045,  
SBCCI Registered One & Two Family Dwelling Code Certified Inspector #1863 & #2185  
ITC Certified Level 1 Infrared Thermographers #8661, #8662, #8692, #8694, #26034, #26505





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Houston, TX 77065  
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## *PROPERTY INSPECTION REPORT*

**Prepared For:** Tony Patronella  
(Name of Client)

**Concerning:** 4724 Mckinney Street, Houston, TX 77023  
(Address of Inspected Property)

**By:** Richard Maynard, TREC: 21735 09/02/2021  
(Name and License Number of Inspector) (Date)

### PURPOSE, LIMITATIONS AND INSPECTOR / CLIENT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**ADDITIONAL INFORMATION PROVIDED BY INSPECTOR**

**How to read and interpret this report:**

All commented items should be reviewed by the client and any questions directed to the inspector for clarification if needed  
**PRIOR TO THE EXPIRATION OF YOUR OPTION PERIOD.**

**Highest Priority Items are printed in bold print and/or are in boxes**

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

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

**For reference:** The front of the unit faces North

**Description:** 1 story, wood framed Single family residence ; Concrete; composition roof; no garage present,

**Weather Conditions:** Partly Cloudy,

**Approximate Outside Temperature:** 80's

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

**Need a Bid for Repair?**



[Click Here](#)



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I NI NP D

### I. STRUCTURAL SYSTEMS

- 

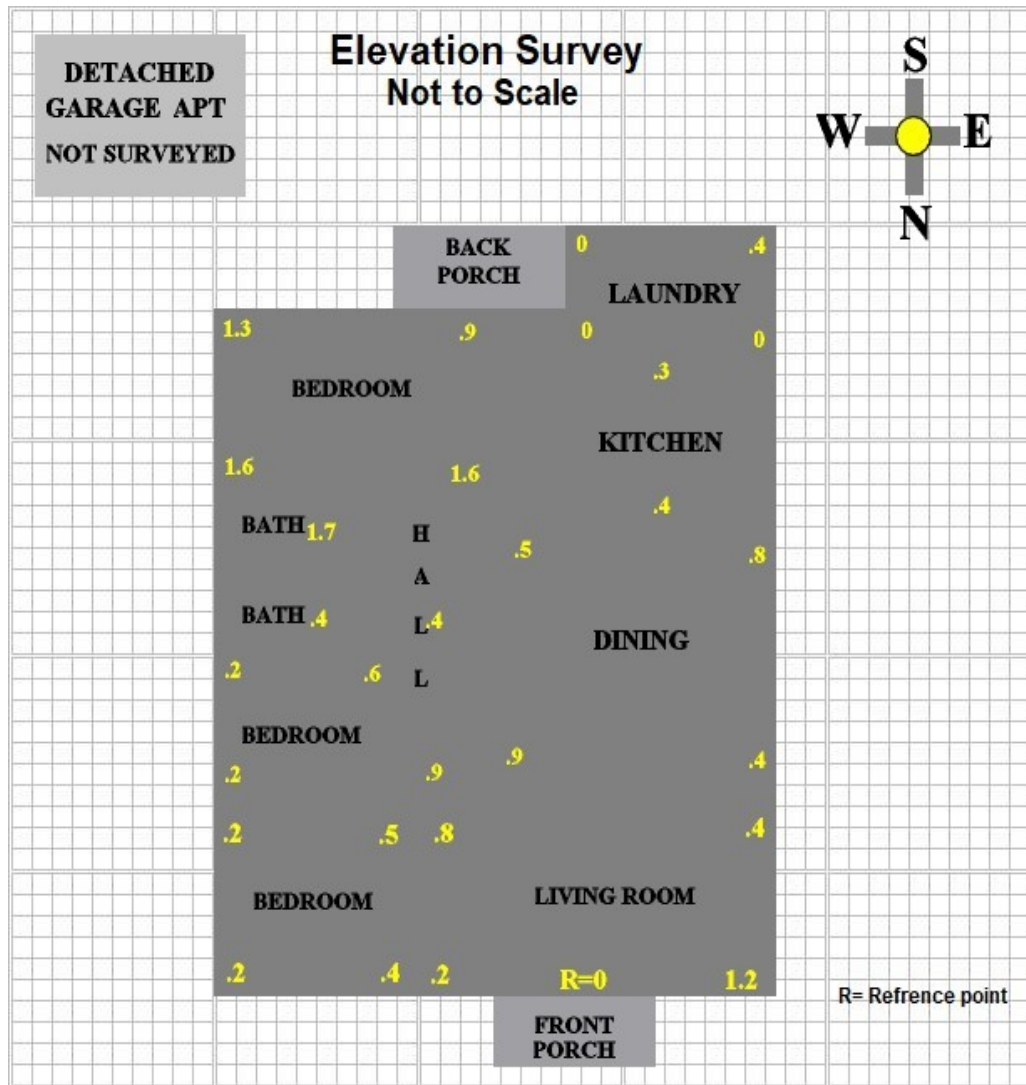
**A. Foundations**

Type of Foundation(s): Pier & Beam - Crawlspace

Comments:

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

A foundation elevation survey was conducted during the inspection. The floorplan below represents data gathered using a Zip Level or similar instrument and adjusting for floor covering height differences. i.e. differences between tile, carpet and wood flooring(except step down to garage). Measurements are listed to the nearest 1/10th of an inch. Greatest variance was 1.7".



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**B. Grading and Drainage**

*Comments:*

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

**C. Roof Covering Materials**

*Type(s) of Roof Covering: Composition Asphalt Shingles*

*Viewed From: Roof Level*

*Comments:*

**ROOF SURFACE:**

No significant deficiencies or anomalies observed at the time of inspection.

*Buyer's note; Keep leaves from collecting on the roof, especially in the valleys and keep tree limbs away from the roof to prevent damage to shingles.*

**VISIBLE FLASHING:**

No significant deficiencies or anomalies observed at the time of inspection.

**ROOF PENETRATIONS:**

No significant deficiencies or anomalies observed at the time of inspection.

**EVIDENCE OF ROOF WATER PENETRATION:**

No significant deficiencies or anomalies observed at the time of inspection.

**RAIN GUTTERS AND DOWNSPOUTS:**

No significant deficiencies or anomalies observed at the time of inspection.

**D. Roof Structures and Attics**

*Viewed From: Safely accessible areas as deemed by the inspector*

*Approximate Average Depth of Insulation: 8-10 inches*

*Approximate Average Thickness of Vertical Insulation: not observable*

*Comments:*

**ROOF STRUCTURE AND FRAMING:**

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No significant deficiencies or anomalies observed at the time of inspection.

ATTIC INSULATION:

No significant deficiencies or anomalies observed at the time of inspection.

ATTIC ACCESS, LADDERS AND SERVICE WALKS:

*Not all areas of attic were accessible for inspection.*

ATTIC VENTILATION AND SCREENING:

No significant deficiencies or anomalies observed at the time of inspection.

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

*Comments:*

INTERIOR:

No significant deficiencies or anomalies observed at the time of inspection.

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

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

EXTERIOR:

No significant deficiencies or anomalies observed at the time of inspection.

EVIDENCE OF WATER PENETRATION:

No significant deficiencies or anomalies observed at the time of inspection.

THERMAL IMAGING:

No significant deficiencies or anomalies observed at the time of inspection.



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

**F. Ceilings and Floors**

*Comments:*

**CEILINGS:**

No significant deficiencies or anomalies observed at the time of inspection.

**FLOORS:**

No significant deficiencies or anomalies observed at the time of inspection.

*Floor squeaks/floor pops noted.*

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

*Comments:*

**INTERIOR:**

No significant deficiencies or anomalies observed at the time of inspection.

**EXTERIOR:**

No significant deficiencies or anomalies observed at the time of inspection.

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

**GARAGE:**

No significant deficiencies or anomalies observed at the time of inspection.

**H. Windows**

*Comments:*

**WINDOWS:**

No significant deficiencies or anomalies observed at the time of inspection.

**SAFETY GLASS IN HAZARDOUS LOCATIONS:**



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No significant deficiencies or anomalies observed at the time of inspection.

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

*Comments:*

INTERIOR:

*Not present at the time of inspection.*

EXTERIOR:

*Not present at the time of inspection.*

**J. Fireplaces and Chimneys**

*Comments:*

No significant deficiencies or anomalies observed at the time of inspection.

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

*Comments:*

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

**L. Other**

*Comments:*

*Not checked/inspected.*

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## II. ELECTRICAL SYSTEMS

### A. Service Entrance and Panels

*Comments:*

200 AMP ELECTRICAL SERVICE PANEL LOCATED AT SOUTH EXTERIOR.

No significant deficiencies or anomalies observed at the time of inspection.

125 AMP ELECTRICAL SUB PANEL LOCATED AT GARAGE APARTMENT WEST EXTERIOR.

SERVICE WIRING:

*Observed type of service wiring is aluminum.*

No significant deficiencies or anomalies observed at the time of inspection.

FEEDER WIRING:

*Observed type of feeder wiring is aluminum.*

No significant deficiencies or anomalies observed at the time of inspection.

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

*Type of Wiring: Observed type of branch wiring is copper.*

*Comments:*

BRANCH WIRING:

No significant deficiencies or anomalies observed at the time of inspection.

FIXTURES:

No significant deficiencies or anomalies observed at the time of inspection.

OUTLETS:

No significant deficiencies or anomalies observed at the time of inspection.

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

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

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

**SWITCHES:**

No significant deficiencies or anomalies observed at the time of inspection.

**EQUIPMENT DISCONNECTS:**

No significant deficiencies or anomalies observed at the time of inspection.

**SMOKE DETECTORS AND ALARMS:**

No significant deficiencies or anomalies observed at the time of inspection.

*Smoke detectors are tested using the manufacturer supplied test button only. This inspection does not include testing units with actual smoke. The installation of smoke alarm(s) is required inside of all bedrooms and in any rooms designated for the purpose of sleeping, and outside within the proximity of the doors to those rooms. Test all alarms and detectors weekly or monthly per manufacture instructions. The installation of carbon monoxide (CO) detector(s) is required in homes with fuel-fired appliances at every floor elevation and any areas where fuel-fired equipment is located. The installation of Type ABC fire extinguisher(s) at the kitchen, laundry, and garage, if applicable, is also advised. Test all of these devices monthly. Install new batteries semi-annually. Initiate and practice plans of escape and protection for all occupants in case any emergencies arise. Failure to repair defective or install absent alarms, detectors, and other safety equipment immediately can result in serious injury or death. For further information about fire safety and CO poisoning, consult your local fire department and your equipment manufacture(s), and read these links: [www.cpsc.gov/CPSCPUB/PUBS/464.pdf](http://www.cpsc.gov/CPSCPUB/PUBS/464.pdf), [www.carbonmonoxidekills.com](http://www.carbonmonoxidekills.com), [www.nfpa.org/index.asp](http://www.nfpa.org/index.asp), and [www.usfa.dhs.gov/downloads/pyfff/inhome.html](http://www.usfa.dhs.gov/downloads/pyfff/inhome.html).*

*Per manufacturer's recommendations, smoke detection equipment should be replaced every 10 years.*

**DOORBELL & CHIMES**

No significant deficiencies or anomalies observed at the time of inspection.

**OTHER ELECTRICAL ITEMS:**

*Not checked/inspected.*

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I NI NP D

### III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

#### A. Heating Equipment

Type of System: Forced air

Energy Source: Electric

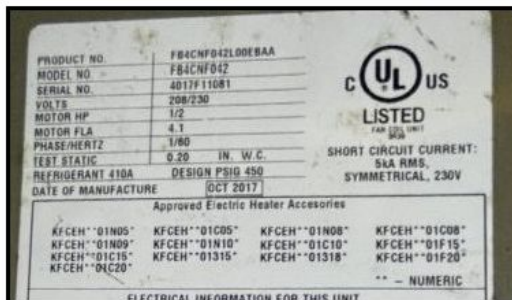
Comments:

##### HEATING UNIT:

Make: 2017 CARRIER

Age: 4 YEARS

Typical life expectancy: between 15 - 25 years as reported by Nachi [Click here for more information](#)



No significant deficiencies or anomalies observed at the time of inspection.

##### HOUSE HEATER EXHAUST VENT(S):

Not present at the time of inspection. The unit is electric.

##### BLOWER(S):

No significant deficiencies or anomalies observed at the time of inspection.

##### THERMOSTAT(S):

No significant deficiencies or anomalies observed at the time of inspection.

#### B. Cooling Equipment

Type of System: Central - Air Conditioner

Comments:

##### CONDENSING UNIT:

Make: 2019 CARRIER

Age: 2 YEARS

Typical life expectancy: between 8 - 20 years as reported by Nachi [Click here for more information](#)

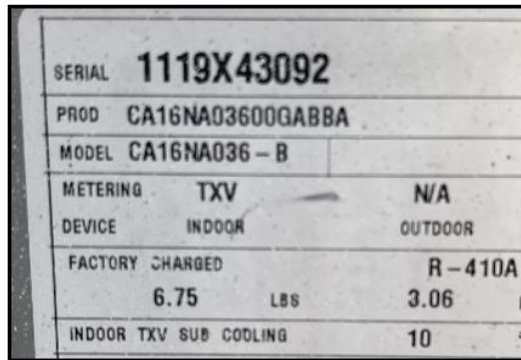
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I NI NP D



**EVAPORATOR COIL:**

Make: 2017 CARRIER

Capacity: 3 1/2 TON

Temperature Differential:

Return Temp: 68.7

Supply Temp: 55.7

Difference: 13.00

Age: 4 YEARS

Typical life expectancy: between 10 years as reported by Nachi [Click here for more information](#)



**CONDENSATION DRAIN PAN/DRAIN LINES:**

No significant deficiencies or anomalies observed at the time of inspection.

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- 
- 
- 

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

Comments:

No significant deficiencies or anomalies observed at the time of inspection.

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*Buyer's Note: This company does not inspect the interior of the HVAC Duct System. We do not inspect for, and are not qualified to render opinions on, any type of environmental or other bio-hazards. If this is a concern or potential concern, Fox Inspection Group recommends contacting a qualified professional of your choice for further information / investigation.*

#### IV. PLUMBING SYSTEMS

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

*Location of water meter: Front of property*

*Location of main water supply valve: north exterior wall of house*

*Static water pressure reading: 68 psi*

*Comments:*

**WATER SUPPLY PLUMBING:**

*Water supply piping observed to be predominantly plastic.*

No significant deficiencies or anomalies observed at the time of inspection.

**COMMODES:**

No significant deficiencies or anomalies observed at the time of inspection.

**SINKS:**

No significant deficiencies or anomalies observed at the time of inspection.

**FAUCETS:**

No significant deficiencies or anomalies observed at the time of inspection.

**TUBS:**

No significant deficiencies or anomalies observed at the time of inspection.

**SHOWER(S):**

No significant deficiencies or anomalies observed at the time of inspection.

*24 hour shower pan test has been specifically excluded.*

**LAUNDRY CONNECTIONS:**

No significant deficiencies or anomalies observed at the time of inspection.

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

**EXTERIOR HOSE BIBS:**

No significant deficiencies or anomalies observed at the time of inspection.

**GAS SUPPLY SYSTEMS**

No significant deficiencies or anomalies observed at the time of inspection

*Pressure test of gas lines has been specifically excluded.*

*Gas meter located at the south exterior side of house*

No significant deficiencies or anomalies observed at the time of inspection.

**OBSERVED BRANCH LINES:**

No significant deficiencies or anomalies observed at the time of inspection.

**APPLIANCE CONNECTIONS:**

No significant deficiencies or anomalies observed at the time of inspection.

**B. Drains, Wastes, and Vents**

*Comments:*

**DRAIN, WASTE, VENT PLUMBING:**

No significant deficiencies or anomalies observed at the time of inspection.

*Type of drain waste vent material observed to be primarily mix of plastic and cast iron and/or galvanized*

*Hydrostatic pressure test of sewer lines was specifically excluded.*

*There were no plumbing access / inspection panels behind one or more tub(s). Overflow gaskets and drains not checked. Recommend installation of bath plumbing access panels where possible.*



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**C. Water Heating Equipment**

*Energy Source: Electric*

*Capacity: unknown; unit(s) are tankless type of water heater(s)*

*Comments:*

*Recent legislation regarding water heaters installed or replaced by professional plumbers after April 2015 mandates newer energy efficient units that are not only more expensive, they are physically larger which may require additional costs for retrofit. For additional information we recommend consulting a licensed plumber.*

**WATER HEATING UNIT(S): RHEEM TANKLESS**

**AGE: NEW**

**Manufactured in: 2021**

*Typical life expectancy of a water heater is 6 - 12 years as reported by Nachi-[Click here for more information](#)*

*Unit does not require the use and installation of a drip pan per manufacturer's installation instructions (page 5 of the product manual).*

**WATER HEATER EXHAUST VENT(S):**

*Not present at the time of inspection.*

**TEMPERATURE AND PRESSURE RELIEF VALVE(S):**

*Unit does not require the use and installation of a TPR Valve per manufacturer's installation instructions (page 5 of the product manual).*

**D. Hydro-Massage Therapy Equipment**

*Comments:*

*Not present at the time of inspection.*

**E. Other**

*Comments:*

*Not checked/inspected.*

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## V. APPLIANCES

**A. Dishwashers**

*Comments:*

No significant deficiencies or anomalies observed at the time of inspection.

**B. Food Waste Disposers**

*Comments:*

No significant deficiencies or anomalies observed at the time of inspection.

**C. Range Hood and Exhaust Systems**

*Comments:*

No significant deficiencies or anomalies observed at the time of inspection.

*Proper vent termination in attic through roof not verified.*

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

*Comments:*

GAS RANGE/COOKTOP:

No readily accessible valve observed to shut-off/stop gas flow to the Range

GAS UPPER OVEN:

No readily accessible valve observed to shut-off/stop gas flow to the Oven

*Timer and cleaning cycles not checked.*

**E. Microwave Ovens**

*Comments:*

No significant deficiencies or anomalies observed at the time of inspection.

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

*Comments:*

No significant deficiencies or anomalies observed at the time of inspection.

**G. Garage Door Operators**

*Comments:*

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*Not present at the time of inspection.*

**H. Dryer Exhaust Systems**

Comments:

No significant deficiencies or anomalies observed at the time of inspection.

*Recommend periodic cleaning of the dryer vent ductwork to reduce the risk of fire.*

**I. Other**

Comments:

*Not present at the time of inspection.*

**2021 FOX INSPECTION GROUP REAL ESTATE INSPECTION SERVICE AGREEMENT**

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT**

BETWEEN YOU THE CLIENT AND FOX RESIDENTIAL SERVICES GROUP LLC, ITS SUBSIDIARIES, AND ALL  
SUBCONTRACTORS SCHEDULED OR ARRANGED THROUGH US

**PLEASE READ CAREFULLY**

- 1. SCOPE OF THE INSPECTION:** The inspector will perform a general, non-Invasive limited visual ("eyeball") inspection of the property structure at the address listed below to provide Client(s) with a written opinion as to the apparent general condition of the structure(s) components and systems at the time of the inspection. The inspection will be performed in a manner consistent with the "Standard of Practice" and "Code of Ethics" of "TREC" Texas Real Estate Commission and prepare a written report of the apparent condition of the readily accessible systems and components of the Property unless otherwise indicated existing at the time of the inspection. A copy of these Standards are readily available to the Client(s) at [http://www.trec.state.tx.us/inspector/rules\\_governing\\_inspectors.asp](http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp) Only systems and components that can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector will be inspected. Latent and concealed defects and deficiencies are excluded from the inspection, and Inspector is not liable for latent and concealed defects and deficiencies. Any area which is not exposed to view, concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or other things, or areas/items which have been excluded by "TREC" Texas Real Estate Commission standards and/or by the agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In the event that the property is a part of a condominium unit, such inspection will not include any other connected or external portions of a multi unit building or any common areas covered by a joint use agreement or considered common areas.
- 2. STANDARDS OF PRACTICE:** The parties agree that the Standards of Practice "TREC" Texas Real Estate Commission shall define the standard of duty and the conditions, limitations, scope, and exclusions of the inspection and are incorporated by reference herein.
- 3. CLIENT'S DUTY:** Client agrees to read the entire report when it is received and promptly call the Inspector with any question or concern regarding the inspection or written report. The written report shall be the final exclusive findings of the Inspector. In the event client becomes aware of a reportable condition which was not reported by the Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) before making any repair, alteration, or replacement.
- 4. FURTHER EVALUATION:** Client acknowledges and agrees that the Inspector is a generalist and that further investigation of a reported condition by an appropriate certified licensed specialist may provide additional information that may affect a Client(s) decision to purchase the home. Client should seek further evaluation from licensed professionals regarding the deficiencies identified in the written report. Inspector is not liable for Client(s) failure to further investigate reported deficiencies.
- 5. CHANGE IN CONDITION(S):** The parties agree and understand that conditions of systems and components may change between the inspection date and the time of closing. It is the Client's responsibility to further investigate before closing and the Inspector is not liable for any changes of conditions.
- 6. NOT A WARRANTY:** The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Client(s) understand that the inspection and inspection report does not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law. **INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM, THE PRESENCE OR ABSENCE OF LATENT OR HIDDEN DEFECTS THAT ARE NOT REASONABLY ASCERTAIN IN A COMPETENTLY PERFORMED HOME INSPECTION, OR THE REMAINING USEFUL LIFE OF ANY SYSTEM OR COMPONENT OF THE PROPERTY.**

7. **NOT AN APPRAISAL:** The Inspection will not include an appraisal of the value or a survey of building and/or property lines. This inspection or the inspection report may not be construed as an appraisal or survey and may not be used as such for any purpose.
  8. **NOT A COMPLIANCE INSPECTION:** This inspection or inspection report is NOT a code compliance inspection or certification for past or present governmental codes or regulations.
  9. **INSURABILITY:** The inspection or inspection report does not determine whether the property is insurable.
  10. **THIRD PARTIES AND SUBROGATION:** The inspection and written report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees, arising from such a claim.
  11. **LIMITATION OF LEGAL ACTION:** The parties agree that any legal action must be brought within one (1) year from the date of the inspection(s), or will be deemed waived and forever banned.
  12. **LIABILITY:** The parties agree that the Fox Inspection Group and its employees and its agents assume no liability or responsibility for cost of repairing or replacing any defects specified in the written report, as well as no liability for the costs of further evaluation or investigation of the defects specified in the written report. Further, the parties agree and understand that the Inspector and its employees and its agents assume no liability for the costs of repairing or replacing any of the unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the Client that an installed system, or component of the premises which was inspected by the inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the client. Client agrees that prior to taking any action, legal or otherwise, Client shall: submit a written claim to Inspection Company within 10 days of the deficiency discovery to 11227 Endicott Lane, Houston TX 77035. The written claim shall describe the suspected deficiency. Allow the Inspection Company, their agent or legal representative to perform a re-inspection of the deficiencies stated in the claim. Agree to not to disturb or repair the disputed item prior to a re-inspection except in cases where injury or subsequent property damage may occur.
13. **DISPUTES AND ARBITRATION** In the event a dispute arises regarding an inspection that has been performed under this service agreement, Client(s) agree to notify Fox Inspection Group within ten (10) days of the time of discovery to give Fox Inspection Group a reasonable opportunity to re-inspect the property and resolved the dispute amicably. Upon the request of either party, all unresolved disputes relating to this agreement shall be submitted for arbitration in accordance with (AAA) American Association of Arbitrators and pursuant to the Federal Arbitration Act then in effect with costs shared equally. This provision shall be specifically enforceable and damages for breach of this provision shall include but not limited to court costs and attorney's fees. Client agrees that Fox Inspection Group and it's agents liability, if any, shall be limited to the amount of the inspection fee paid for inspection. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.
14. **SEVERABILITY:** If any court of competent jurisdiction determines that any section, provision or part of this Agreement is void, unenforceable, or contrary to Texas law, the remaining sections of this Agreement shall remain in full force and effect.
  15. **DAMAGES:** If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, **THE MAXIMUM DAMAGE THAT THE CLIENT CAN RECOVER SHALL NOT EXCEED THE COST OF THE INSPECTION FEE PAID BY THE CLIENT.** The Inspection Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had

an opportunity to inspect the alleged defective condition.

16. **CLIENT UNDERSTANDS:** The integrity and moisture content of framing and sheathing behind finished wall coverings (exterior siding, stucco, cement stone coverings, fiber cement siding, drywall, interior bath and shower tile walls, etc) is not visible to inspect and beyond the scope of our services and is excluded within our services and is excluded within our inspection and inspection report. The lack of proper detailing and flashing may result in water penetration behind siding resulting in water penetration and structural damage which Fox Inspection Group makes no guarantee, warranty, or implied in the inspection or inspection report.
17. **EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION CLAUSE:** In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for it's time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday
18. **RE-INSPECTIONS:** Fox Inspection Group does not normally conduct re-inspection services. We are not in the business of certifying the workmanship and/or warranting another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs. In the event a re-inspection is performed it is agreed to in advance that Fox Inspection Group does not assume responsibility of any kind for another company's work.
19. **LIMITATION AND EXCLUSION CLAUSE:** The Client expressly acknowledges and agrees that the following are not included in the scope of the inspection and the inspection report and further acknowledges that the Inspector makes no representations or warranties as to them. **THE FOLLOWING SYSTEMS, ITEMS, AND CONDITIONS WHICH ARE NOT WITHIN THE SCOPE OF THE BUILDING INSPECTION INCLUDE BUT ARE NOT LIMITED TO:** recreational, leisure, playground or decorative equipment or appliances including but not limited to pools, hot tubs, saunas, steam baths, landscape lighting, fountains, shrubs, trees, and tennis courts. Cosmetic conditions wallpapering, painting, carpeting, scratches, scrapes, dents, cracks, stains, soiled or faded surfaces on the structure, equipment or component, soiled, faded, torn, or dirty floor, wall or window coverings, etc. Noise pollution or air quality. Earthquake hazard, flood plain certification, liquefaction, soil, retaining walls, slide potential, wave action and hydrological stability, soil and earth measurements and stability, seismic safety, code and zoning, engineer level analysis, under ground utilities, sink hole potential, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, mildew, fungi, other environmental hazards, pest infestation, security systems, fire protection systems, sump pumps, household appliances, humidifiers, paint, other treatment windows, interior walls, ceilings and floors, water purification systems, (ozone generator/saltwater, etc), under ground storage tanks, energy efficiency measurements, motion or photo electric sensor lighting, concealed or private security systems, water wells, all over flow drains, heating system's accessories, solar heating systems, heat exchangers, wood burning stoves, sprinkler systems, water softener or purification systems, central vacuum systems, telephone intercom or cable TV systems, internet connections and cable connections, antennae, lightning arrestors, load controllers, governing codes, permits, ordinances, statues, and covenants, and manufacturer specifications, recalls, EIFS, Chinese drywall and tainted materials, plasterboard, sheet rock, gypsum board, latent and concealed defects, and manufactured stone veneer, culture stone siding, fiber cement siding, flues or chimneys, coal stoves, water leaks, water intrusion, design and architect problems, circuit breaker operation, fireplace drafting, boundaries egress and ingress, quality of materials, private sewage, wattage and wiring, electromagnetic field, non built in appliances, rodents, ants, birds, or other wood boring organisms, security locks and devices, thermostat and gauges. Client understands that these systems, items, and conditions, are excepted and excluded from this inspection and Inspection report. Any general comments about these systems, items, and conditions of the written report are informal only and **DO NOT REPRESENT AN INSPECTION.**
20. **COMPENSATION BY OTHERS:** Fox Inspection Group may accept a fee from various vendors in this real estate transaction to compensate for administrative / coordinating / scheduling their services. Fox Inspection Group is accepting a fee or other valuable consideration from HomeSwitch LLC., in this real estate transaction. Client(s) acknowledges that they have been informed of this arrangement between Fox Inspection Group and HomeSwitch LLC and authorizes HomeSwitch LLC to call Client at the phone number provided to discuss options regarding setting up TV, Internet, Home Phone, Electricity, Home Security, Pest Control – even municipal utilities at their future home. If client(s) does not want

to be contacted just let us know by phone (713-723-3330) or by email ( [Office@FoxInspectionGroup.com](mailto:Office@FoxInspectionGroup.com) ) .

21. **PERSONAL SAFETY:** We are not responsible for another participant's personal safety during the inspection process. Client, their representative's, or others participation shall be at his/her own risk for falls, injuries, property damage, etc. We reserve the right to refuse service to anyone for any reason.
22. **REGARDING PREVIOUSLY FLOODED HOMES:** Client is hereby put on notice, Caveat emptor / buyer beware; this property inspection and report specifically excludes any representation that the structure has been properly renovated / repaired after being flooded. Ultimate responsibility for proper renovation and repair lies solely with the property owner / seller and their repair contractors (NOT others associated with the transaction such as Realtors, home inspectors, appraisers, surveyors, title companies, lenders, etc.) Client is strongly advised to obtain all mandatory seller disclosure and documentation, including but not limited to photos and video, regarding any past flooding of the structure, as well as repair methods and techniques used by others to restore the property to its pre-flood condition including their contact information for future reference.
23. This Agreement, including the terms and conditions on all pages, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. **ACKNOWLEDGMENT:** the undersigned has reviewed this document, understands its content and agrees to the terms and conditions contained. The client further represents and warrants that he or she has full and complete authority to execute this contract on behalf of any spouse or significant other, and to fully bind any spouse or significant other to all terms, conditions, exclusions and limitations of this agreement. The report adheres to the "TREC" Texas Real Estate Commission Standards which is readily available ) at  
[http://www.trec.state.tx.us/inspector/rules\\_governing\\_inspectors.asp](http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp).



## ***FOX SUMMARY PAGE***

This page represents a condensed (incomplete) summary of the full inspection report to help with prioritizing. This list is not all inclusive. It is the clients personal responsibility to read the full inspection report and call the inspector if you have any questions.

### **WATER HEATING EQUIPMENT**

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### **RANGES, COOKTOPS, AND OVENS**

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No readily accessible valve observed to shut-off/stop gas flow to the Range

No readily accessible valve observed to shut-off/stop gas flow to the Oven