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INSPECTION GROUP

FIG Services LLC d/b/a FOX INSPECTION GROUP

Property Inspection Report #3/29/202210157 East Kemp Forest Drive 8616 Daffodil St. Houston, TX 77063

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TREC Inspectors # 1718,10503, 20283, 20975, 20994, 21225, 21735, 22779, 22780, 22850, 22922, 24370
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-111, TX-116, TX-119
ICC Building Inspectors # 1052678-B5, #5294898-B5
State of Texas Registered Code Enforcement Officer # CE1858
ICC Residential Combination Inspectors # 1052678-R5, #5294898-R5
ICC Residential Building Inspectors # 5167093-B1, #5294898-B1
ICC Mechanical Inspectors # 1052678-M5, #5294898-M5, 5230842-M1
Texas Department of Insurance VIP Certificate #20110061045
SBCCI Registered One & Two Family Dwelling Code Certified Inspector #1863 & #2185
Infrared Thermographers



PROPERTY INSPECTION REPORT FORM

Karin Schulz	3/29/2022
Name of Client	Date of Inspection
10157 East Kemp Forest Drive, Houston, TX 77080 Address of Inspected Property	
John Gray	TREC PI # 22780
Name of Inspector	TREC License #
Name of Sponsor (if applicable)	TREC License #

PURPOSE OF INSPECTION

A real estate inspection is a visual survey of a structure and a basic performance evaluation of the systems and components of a building. It provides information regarding the general condition of a residence at the time the inspection was conducted. It is important that you carefully read ALL of this information. Ask the inspector to clarify any items or comments that are unclear.

RESPONSIBILTY OF THE INSPECTOR

This inspection is governed by the Texas Real Estate Commission (TREC) Standards of Practice (SOPs), which dictates the minimum requirements for a real estate inspection.

The inspector IS required to:

- use this Property Inspection Report form for the inspection;
- inspect only those components and conditions that are present, visible, and accessible at the time of the inspection;
- indicate whether each item was inspected, not inspected, or not present;
- indicate an item as Deficient (D) 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 SOPs; and
- explain the inspector's findings in the corresponding section in the body of the report form.

The inspector IS NOT required to:

- identify all potential hazards;
- turn on decommissioned equipment, systems, utilities, or apply an open flame or light a pilot to operate any appliance;
- climb over obstacles, move furnishings or stored items;
- prioritize or emphasize the importance of one deficiency over another;
- provide follow-up services to verify that proper repairs have been made; or
- inspect system or component listed under the optional section of the SOPs (22 TAC 535.233).

RESPONSIBILTY OF THE CLIENT

While items identified as Deficient (D) in an inspection report DO NOT obligate any party to make repairs or take other actions, in the event that any further evaluations are needed, it is the responsibility of the client to obtain further evaluations and/or cost estimates from qualified service professionals regarding any items reported as Deficient (D). It is recommended that any further evaluations and/or cost estimates take place prior to the expiration of any contractual time limitations, such as option periods.

Please Note: Evaluations performed by service professionals in response to items reported as Deficient (D) on the report may lead to the discovery of additional deficiencies that were not present, visible, or accessible at the time of the inspection. Any repairs made after the date of the inspection may render information contained in this report obsolete or invalid.

REPORT LIMITATIONS

This report is provided for the benefit of the named client and is based on observations made by the named inspector on the date the inspection was performed (indicated above).

ONLY those items specifically noted as being inspected on the report were inspected.

This inspection IS NOT:

- a technically exhaustive inspection of the structure, its systems, or its components and may not reveal all deficiencies;
- an inspection to verify compliance with any building codes;
- an inspection to verify compliance with manufacturer's installation instructions for any system or component and DOES NOT imply insurability or warrantability of the structure or its components.

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NOTICE CONCERNING HAZARDOUS CONDITIONS, DEFICIENCIES, AND CONTRACTUAL AGREEMENTS

Conditions may be present in your home that did not violate building codes or common practices in effect when the home was constructed but are considered hazardous by today's standards. Such conditions that were part of the home prior to the adoption of any current codes prohibiting them may not be required to be updated to meet current code requirements. However, if it can be reasonably determined that they are present at the time of the inspection, the potential for injury or property loss from these conditions is significant enough to require inspectors to report them as Deficient (D). Examples of such hazardous conditions include:

- malfunctioning, improperly installed, or missing ground fault circuit protection (GFCI) devices and arc-fault (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).

Please Note: items identified as Deficient (D) in an inspection report DO NOT obligate any party to make repairs or take other actions. The decision to correct a hazard or any deficiency identified in an inspection report is left up to the parties to the contract for the sale or purchase of the home.

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions.

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

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

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.

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

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.

Highest Priority Items are printed in bold print.

For reference: For the purposes of the report the front of the house faces west (actually faces NW)

Description: 2 story, wood framed single family residence; brick/wood/cement board exterior, composition

roof, detached garage

Weather Conditions: cloudy

Approximate Outside Temperature: 70'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

Due to the large number of issues / deficiencies found during the course of this inspection, client is advised / put on notice that this report should be considered to contain only a representative sample of deficiencies and does NOT list all possible issues or deficiencies.

This inspector recommends that the home be tested for air borne mold and swabbed at multiple locations for mold growth.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				

I. STRUCTURAL SYSTEMS

X					Х	A. Foundations
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Type of Foundation(s): Slab on Grade Comments:

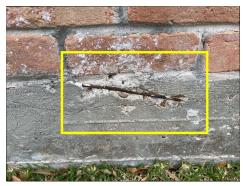
Performing its intended function. No evidence suggesting significant foundation movement at the time of inspection.

SLAB:

Large tree(s) near the house / garage foundation. This condition can have adverse effects on foundation performance. If this is a concern, recommend consideration of installing a root barrier or other preventative measures.

Spalling (i.e., corner pops) at one or more corner(s). Corner spalling is common to slab foundations and does not affect the structural integrity of the foundation.

Exposed steel observed at one or more locations needs repair.

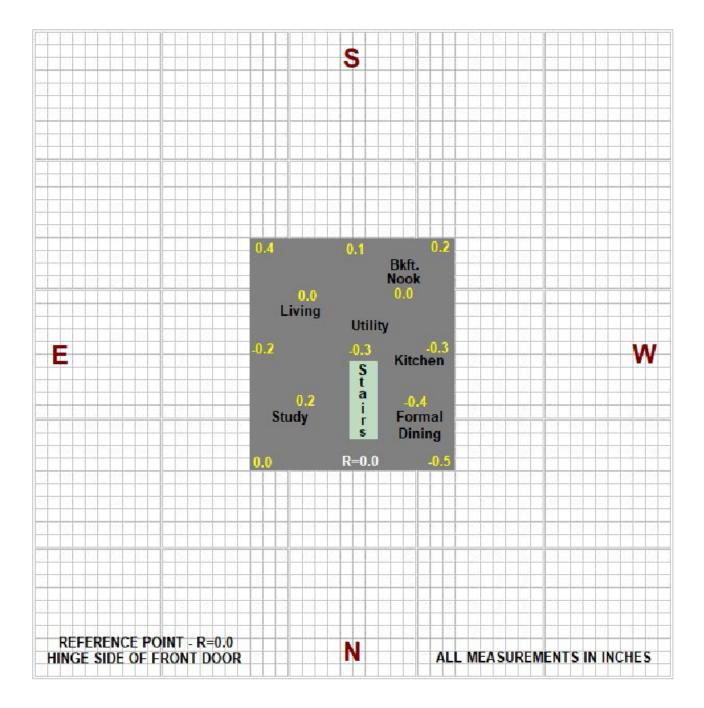


Exposed steel observed at west side of house.

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient

I NI NP D



A foundation elevation survey was conducted during the inspection. The floor plan below represents data gathered using a Zip Level and adjusting for floor covering height differences. i.e. differences between tile, carpet and wood flooring (except step down to the garage). Measurements are listed to the nearest 1/10th of an inch. The greatest variance was 0.9". Not drawn to scale.

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Full of debris and/or holds standing water.

Downspouts need splash blocks at bottoms to prevent soil erosion.

The elbow is missing at the end of the downspout at one or more locations.

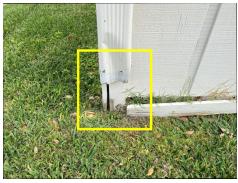
D=Deficient I=Inspected NI=Not Inspected NP=Not Present

NI NP D



Multiple exposed nail heads observed on the roof.





Drain waste vents should be a minimum of 6" above the roof line. Elbow is missing at the end of the downspout at SW corner of garage.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient		
I NI NP D)				
$X \square \square X$	D. Roof Structure and A	ttics			
Viewed From: Safely accessible areas as deemed by the inspector Approximate Average Depth of Insulation: 10-12 Inches					

ROOF STRUCTURE & FRAMING:

Open chases in the attic are not sealed/fire-stopped to the living area below. The current status does not comply with current industry standards, Code. (IRC 602.8).

Daylight is visible from interior of attic at one or more locations. Recommend sealing these areas to prevent potential pest / rodent / water entry.

ATTIC INSULATION:

Comments:

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

ATTIC ACCESS, LADDER & SERVICE WALKS:

Stairway to the attic is not sealed with weather stripping to seal gaps and prevent loss of conditioned air to the attic or is missing insulation on the stairway.

Not all areas of the attic were accessible for inspection.

Attic ladder not cut to fit properly, which puts undue stress on the ladder; there should be no gaps at section ends.

Attic ladder door does not fully close to seal gaps and prevent conditioned air loss.

Not installed per manufacturer's installation instructions. Missing securing nails/lag bolts in holes of metal pivot points and corner braces.

ATTIC VENTILATION & SCREENING:

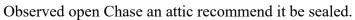
No significant deficiencies or anomalies observed at the time of inspection.

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient

NI NP D







Daylight observed in the attic. Recommend sealing this area to prevent rodent entry.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D)			
$X \square \square X$	E. Walls			
	Comments:			

INTERIOR WALLS:

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.

Buyer's Note: Wallpaper and/or wallpaper trim was observed on one or more wall(s). Wallpaper obscures view of any sheetrock cracks that may be present at time of inspection.

Buyer's Note: Fresh paint observed on interior surfaces can mask distress indicators.

Buyer's Note: Due to furnishings / stored items, limited viewing, and full/proper inspection was impaired, particularly in furnished rooms, closets, attic, garage etc.

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 biohazards. If the client is concerned about the quality of indoor air or the presence of bio-hazards or pollutants, a qualified IAQ specialist should be consulted.

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

Cosmetic cracks and/or previously repaired cracks in the sheetrock observed over some/many doors, windows, and/or corners.

Hole in the sheetrock / cabinet where plumbing lines pass through, below the kitchen sink.

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

Recommend sealing all holes in interior walls / cabinets to reduce air and water infiltration.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				

Recommend caulking / sealing where countertop meets wall / backsplash in all kitchens / bathrooms.

Observed one or more deficiencies with cabinets / drawers, including but not limited to: cabinets doors / drawers not secure, hardware loose / missing / not functional etc.

Sag in the double header over garage door. Possible indication of improper/inadequate framing and/or foundation settlement.

Sill plates are missing proper hold-downs, in. bolt minimum 7 in. embedment with a maximum spacing of 6 ft and within 12in. of the end of the sill. IRC 403.1.6

EXTERIOR WALLS:

Recommend painting exterior wood in the near future.

Bushes/trees/vines/foliage should not contact the siding of the house - obscures view of exterior siding and foundation and encourages wood rot and/or insect access.

Gaps at joints in building components are potential pest / rodent entry points.

Recommend sealing holes / gaps in soffit to prevent potential pest / rodent entry.

Fencing shows signs of deterioration. Observed one or more of the following conditions: wood rot, loose / missing boards, leans excessively etc. none

Several bricks showed signs of deterioration.

Foundation brick ledge does not meet flush with brick veneer around all areas of the house: some areas where foundation extends past brick veneer and some areas where brick veneer extends past foundation.

Cracks in brick / stone veneer and/or repairs, one or more locations, Recommend buyer take photographs of cracks, their location, and width [ruler across the crack] with a high-resolution camera that has a date stamp for future reference.

Mortar joints between brick ends are deficient in areas. This is an indication the brick-layer might not have properly ""struck"" the bricks (used enough mortar) - recommend re-pointing areas where voids in mortar are present.

Wood rot observed on areas of house/garage.

Earth wood contact in some areas - conducive condition to termite activity and wood rot.

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I=Inspected NI=Not Inspected	NP=Not Present	D=Deficient	
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NI NP D

Trim / siding observed to be not secured down at one or more areas of house/garage.

Caulking missing and/or deficient around windows / doors / vertical trim / joints in siding. May allow wind driven rain entry.

Need sealing/caulking around all holes and exterior siding penetrations on top and both sides, (leave the bottom open) to prevent water entry. Including but not limited to dryer, bath and range top vents, light fixtures, etc.

Recommend sealing / foaming exterior where AC lines enter the house. A weatherproof hood can be added for maximum prevention of water penetration.

INTERIOR WATER PENETRATION:

Water stains, damage or repairs observed, moisture meter indicated that stains are not active (wet) at the time of inspection; downstairs half bath, utility room, garage interior walls.

THERMAL IMAGING:

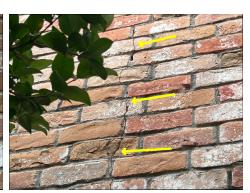
This inspection consisted of using a FLIR or similar infrared camera and walking the interior of the property looking for anomalies that would warrant further investigation using a pin type moisture meter and areas of deficient insulation. A Be advised that a thermal scan is not a substitute for indoor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



Brick crack observed at front northwest corner of house.



Brick crack observed over study window, north side of house.



Significant large brick crack observed at the east exterior wall of house.

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient

NI NP D



Observe large gap in the ceiling above the front door recommend repair to prevent rodent entry.



Area of wood rot observed at the soffit if the front porch.



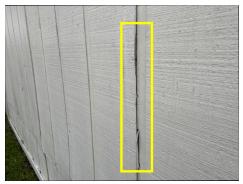
Observed sag in the double header over garage door, possible indication of improper/inadequate framing.



Recommend ceiling all exterior penetrations to the house.



Trim / siding observed to be not secured in place; SW corner of garage.



Recommend caulking all exterior vertical trim boards.



Wood rot observed at exterior west side wall of garage.



Water penetration observed at the Sill plates are missing proper anchor interior wall garage.



bolts in the garage.

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NI=Not Inspected NP=Not Present D=Deficient I=Inspected

NI NP D



Water stains observed in half bath. are not active (wet) at the time of inspection.



Water stains observed in utility moisture meter indicated that stains room, moisture meter indicated that stains are not active (wet) at the time of inspection.



Thermal image of the front of the house.

F. Ceilings & Floors

Comments:

CEILINGS:

Patch/repairs noted at; living ceiling. This inspection does not rate the substance or adequacy of these repairs.

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

Observed cracks and/or repaired cracks in sheetrock observed in ceiling at one or more areas of house, possibly due to house settlement.

FLOORS:

Observed one or more carpet stains in the house.

Floor squeaks/ pops noted.

Tripping hazard - carpet loose in areas, could use some stretching.

Not level upstairs, possibly due to improper/inadequate framing and/ or foundation settlement.

Water damaged wood flooring; breakfast nook, study, foyer.

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NP=Not Present

D=Deficient

NI NP D



Observed patch repair to the ceiling in living room.

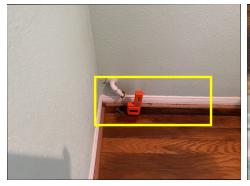


Water damaged wood flooring observed in breakfast nook.

Moisture meters registered a 18.4 showing the area was active (wet).



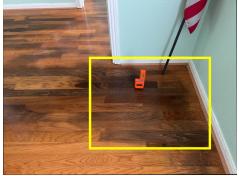
Moisture meter reading of floor in breakfast nook.



Water damaged wood flooring observed in kitchen. Moisture meters registered a 40.0 (max reading)showing the area was active (wet).



Moisture meter reading of floor in kitchen.



Water damaged wood flooring observed in study. Moisture meters registered a 21.8 showing the area was active (wet).



Moisture meter reading of floor in study (near front door).



Water damaged wood flooring observed in the study. Moisture meters registered a 21.2 showing the area was active (wet).



Moisture meter reading of floor in study.

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient

NI NP D



Water damaged wood flooring observed in the foyer. Moisture meters registered a 20.3 showing the area was active (wet).



Moisture meter reading of floor in the foyer.

X			X
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G. Doors (Interior and Exterior)

Comments:

INTERIOR DOORS:

One or more door knobs were loose and/or missing.

Missing or non-functioning door stop behind one or more doors to prevent damage to sheetrock / interior finishes.

Door damaged; NW corner bedroom, NE corner bedroom closet.

EXTERIOR DOORS:

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

Wood rot of lower door and/or jamb; patio door.

Observed broken/damaged door jamb; garage pedestrian door.

Burglar bars at exterior doors that do not open without a key or special knowledge are a recognized fire/safety hazard.

GARAGE DOOR:

Garage doors equipped with openers should have door locks rendered inoperable.

Observed Garage door opening is not square. Door jambs leans out, causing gap at side.

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient

NI NP D







Observed gap at side of garage door. Wood rot observed at the bottom of the patio door. Wood rot observed at the bottom of the garage pedestrian door.



Damage door jam from forced entry at garage pedestrian door.



Exterior door with burglar bars, doors do not open without a key of locked.

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l=Ir	nspec	cted		NI=Not Inspected	NP=Not Present	D=Deficient	
I	NI	NP	D				

X H. Windows

Comments:

WINDOWS:

Not all windows were operated/accessible due to locked burglar bars at residence.

Storm windows not checked.

Observed one or more windows that were not operational.

One or more windows had cracked/broken glass pane(s); formal dining room, study.

Burglar bars in a bedroom that do not open without a key or special knowledge are a recognized fire/safety hazard.

SAFETY GLASS:

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



Cracked glass observed at front window of house in formal dining room.



Crack window observed in the study.



Burglar bars observed on study window and formal dining room window. Bars are affixed to the house and do not open.

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient NI NP D I. Stairways (Interior and Exterior) Comments:

INTERIOR:

Steps/stairway do not comply with code due to one or more of the following; Inadequate headroom clearance, risers are not the same height, space between railings is larger than 4 inches, section of the handrail is missing, stairway is too steep or narrow, railing not high enough, etc.



Hand railing is not continuous railing should be continuous the full walls as per current building code. length of the stairs.



Hand railing should return to the



Railing at the upstairs landing is loose.

J. Fireplace & Chimney

Comments:

Ash buildup in hearth prevented observation of the bottom of the hearth.

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

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NP=Not Present D=Deficient I=Inspected NI=Not Inspected NI NP D

K. Porches, Balconies, Decks, and Carports

Comments:

High soil / foliage / patio / deck obscures the view of foundation and prevents visual inspection for termite and/or water penetration.

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

Earth wood contact in some areas - conducive condition to termite activity and wood rot.

Observed one or more deficiencies on wood deck, including, but not limited to: improper construction, wood rot, loose / lifted floor boards, improper fasteners used etc. none

Patio cover/deck/balcony does not appear to be properly secured - missing lag bolts to secure ledger board to structure and/or missing joist hangers to secure rafters/joists to ledger board. Deck ledger attachment with minimum 1/2 inch lag screws or bolts 09 IRC [502.2.2.1] If Joist span is &It;6 feet lag bolts should be every 30". Recommend repair.



ground which is kind do use it to wood rot.



Patio decking is in contact with the Multiple boards of wood decking are Patio cover does not appear to be damaged due to wood rot recommend repair.



properly secured - missing lag bolts to secure ledger board to structure.

L. Other

Comments:

Not Checked/Inspected.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	D=Deficient
I NI NP D				

II. ELECTRICAL SYSTEMS

Χ						X	A. Service Entrance and Panels
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Panel Locations: South Exterior Wall Materials and Amp Rating: 200 Amp

Comments:

Buyer's Note: The inspector is not required to: (A) determine present or future sufficiency of service capacity amperage, voltage, or the capacity of the electrical system; (B) test arc-fault circuit interrupter devices when the property is occupied or damage to personal property may result, in the inspector's reasonable judgment; (C) conduct voltage drop calculations; (D) determine the accuracy of over current device labeling; (E) remove covers where hazardous as judged by the inspector; (F) verify the effectiveness of over current devices; or (G) operate over current devices. 22 TAC A7535.229 (a) Standards of Practice. Acceptance of these conditions rest solely with the buyer, if you have concerns or questions we recommend contacting a licensed electrical contractor for a professional analysis of the system, equipment and / or components.

BREAKER PANEL:

Missing one or more knockout cover(s).

Not all breakers are properly identified. Per NEC E3606.2

Dead front missing one or more securing screws. Need to ensure screws used do not have sharp/pointed ends that can penetrate live electrical wiring behind the dead-front and cause shock, fire, serious injury.

There was no surge protector observed on the breaker panel, per 2021 IRC 3606.5. Homes built before 2021 generally were not required to have surge protection. However, the current TREC standard of practice requires inspectors to indicate that a hazardous or deficient condition exists if any home does not have this protection, regardless of the date the home was constructed.

BREAKERS:

Did not observe installed AFCI (Arc Fault Circuit Interrupter) device protection, as required by current building standards, for all: family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, laundry rooms, or similar rooms or areas. AFCI devices are intended to protect against fires caused by electrical arcing faults in the home's wiring. Arc faults are a common cause of residential electrical fires. Arc faults can be created by damaged, deteriorated, or worn electrical plugs, cords, and/or branch circuit conductors. As of September 1, 2014, the State of Texas has adopted the 2014 NEC, which includes this requirement, as the ""minimum standard"" for all non-exempt electrical work.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				

The breaker is oversized per data plate on side of A/C unit.

WIRES:

Did not observe anti-oxidant compound (grease) on all exposed aluminum feeder wiring.

FEEDER WIRING:

Did not observe anti-oxidant compound (grease) on all exposed aluminum feeder wiring.

SERVICE WIRING:

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



Missing one or more knockout cover.



Dead front of breaker panel is missing screws.



No anti-oxidant compound (grease) on all exposed aluminum wiring.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
I NI NP D			
$X \square \square X$	B. Branch Circuits, Conn Type of Wiring: Comments:	ected Devices, and Fixtur	es

BRANCH WIRING:

House is wired with copper and aluminum wiring. Copper is used on the 120-volt lighting and outlet circuits while the aluminum wiring is used for the larger 240-volt appliance circuits. Acceptance of this condition rests solely with the client.

Wire improperly terminated, including but not limited to the following location; above kitchen sink. Wired we're not hot (live)at time of inspection.

Wire connections are not enclosed in proper electrical junction box(s) or electrical junction box(s) do not have covers in place, including but not limited to the following locations; attic, left of kitchen sink in the cabinet.

Handyman (amateurish) wiring observed, including but not limited to;

FIXTURES:

Some exterior lights appear to be equipped with dusk to dawn sensor, motion sensor or timer controls, sensor-controlled lights were not checked/inspected.

Observed open incandescent type light fixtures in one or more closets which are considered a potential fire hazard by today's standards. Per IRC 3903.11.

Ceiling fan in study is hard wired, only controlled by the pull chain attached to unit.

Multiple lights found to be not functioning. Probably just burned out bulbs, or it could be a broken fixture/switch or improper wiring.

One or more ceiling fan(s) not balanced and/or noisy operation.

GFCI:

There was no GFCI protection observed at all required locations, including but not limited to; all bathrooms, kitchen countertop outlets, exterior outlets, in the garage, etc. This condition is a recognized hazard and should be corrected by a licensed electrician.

OUTLETS:

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

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				

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

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

One or more switch controlled outlets were observed in the house.

Older style 3-prong outlet for electric dryer observed. Will not fit newer 4 prong corded electric dryer.

One or more cover plates were either missing or damaged.

All of the 2-prong outlets in the house are not checked / inspected. These outlets are not grounded, because the house has an antiquated electrical system, an older type of Romex system without or with very limited grounding.

Improperly wired, 3 prong outlet not grounded or polarity reversed, including but not limited to; half bath.

One or more outlets are not secured well in the wall.

One or more outlets/switches/devices installed in/through combustible material were not flush-mounted as required by code, space exists between the faceplate and the edge of the electrical junction box. Per IRC E3806.7. In walls constructed of wood or other combustible material, cabinets (outlet & switch boxes) shall be flush with the finished surface or shall project there-from.

SWITCHES:

Use of a voltage detector indicated switch(s) are not grounded as required by current industry standards (code) to reduce the risk of electrical shock. Before 1999, grounding of switches was not required. Recommend grounding all nongrounded switches or replace all metal face plates and screws with plastic face plates and screws.

Dimmer switch(s) used with variable speed ceiling fan(s) is not proper.

ELECTRICAL DISCONNECTS:

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

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				

FIRE PROTECTION EQUIPMENT:

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

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

Smoke detectors are not interconnected. The actuation of one alarm will not actuate all the alarms in the house/unit.

There appears to be an inadequate number and/or improper location of smoke detectors in the home. Smoke detectors should be located on each level of the home as well as inside AND outside of all sleeping rooms. Consult the smoke detector manufacturer's instructions regarding the specific placement of detectors.

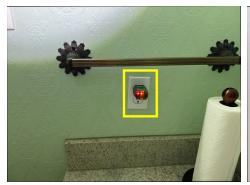
DOOR BELL & CHIMES:

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

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient

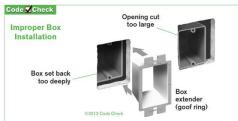
NI NP D



wired, recommend repair.



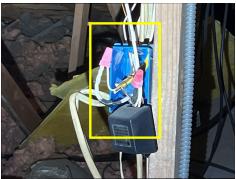
Outlet in half bath and improperly Missing spark ring adapter at outlets in living room.



Information regarding spark ring adaptors.



Amateurish wiring observed in the garage.



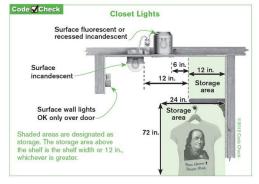
Wire splice missing cover in the attic.



Wire improperly terminated above kitchen sink. Wired we're not hot (live)at time of inspection.



Wire splice missing cover left of kitchen sink under the cabinet.



Information regarding bare bulb closets.

C. Other

Comments:

Not Checked/Inspected.

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient

NI NP D

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

ĺ	Χ			Х	A. Heating Equipment

Type of Systems: Forced Air Energy Sources: Electric

Comments:

Buyer's Note: For heating, ventilation, and air conditioning systems inspected under TREC guidelines, the inspector is not required to perform the following actions: inspect duct fans, humidifiers, dehumidifiers, air purifiers, motorized dampers, electronic air filters, multi-stage controllers, sequencers, heat reclaimers, wood burning stoves, boilers, oil-fired units, supplemental heating appliances, de-icing provisions, or reversing valves; If buyer is concerned recommend consulting with a qualified HVAC specialist.

FURNACE: 2011 GOODMAN

Electrical wiring not secured, the unit is missing a small fitting that secures the electrical line to the cabinet of the heater unit.

FURNACE VENT:

Not present at time of inspection.

BLOWERS:

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

THERMOSTATS:

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



Furnace: 2011 Goodman (Electric)



Thermal image showing the furnace was functioning properly at time of inspection.



Electrical wiring not secured, the unit in attic.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D)			
$X \square \square X$	B. Cooling Equipment			
	Type of Systems: For Comments:	ced Air Split System		

Buyer's Note: This inspector is not required to A) verify tonnage match of indoor coils and outside coils or condensing units B) determine the correct sizing, efficiency, or adequacy of the HVAC system. 535.230 Standards of Practice. Acceptance of these conditions rest solely with the buyer, if you have concerns or questions we recommend contacting a licensed HVAC technician for a professional analysis of the system.

CONDENSER UNIT: 2011 AMANA 3 TON

We are unable to determine if the HVAC system is designed properly for your personal comfort throughout the year. It is our belief that the HVAC system's initial installation cost is the overriding factor during construction incorporating a single HVAC system for more than one floor. The ability of a single HVAC system to properly cool, heat and adequately dehumidify a multi-story dwelling is not determinable under a limited visual inspection. We are unable to determine if proper equipment and design were incorporated. HVAC systems should be designed through a computer model Manual J (calculation to determine the heat loss and heat gain for each room under peak conditions), a Manual S (proper equipment selection calculation). A Manual D (duct design calculation of room-byroom heat loss and heat gain numbers supplied by manual J calculations) and a Manual T (room to room load requirements.) The use of the 4 manual calculations is best done by an HVAC mechanical engineer for the dwelling. We recommend you obtain these worksheets from the HVAC contractor. Mechanical dampers (if present) are recommended to be tested yearly and replaced as necessary.

Older unit, limited service life remaining.

EVAPORATOR COIL: 2011 GOODMAN 3 TON

Older unit, limited service life remaining.

DRAIN LINES:

Emergency drain does not terminate in an obvious location typically over window.

The primary drain line should be insulated along the entire length in the attic to prevent warm attic air condensing on the cool drain line and dripping condensation.

Missing 90 degree elbow fitting on end of emergency drain line to prevent condensation dripping back onto the exterior wall; east exterior wall.

Primary drain line should not be allowed to discharge water right next to the foundation.

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient

NI NP D

DRAIN PANS:

Insulation/debris in the drain pan should be removed to prevent the blocking of the drain.



Condensing Unit: 2011 Amana (manufactured by Goodman) 3 ton



E-coil: 2011 Goodman 3 ton



Temperature Split: 18.7 degrees (proper temperature split is between 16 to 24 degrees).



Primary drain line should not be allowed to discharge water right next to the foundation; east side of house.



Missing 90 degree elbow fitting on end of emergency drain line at east exterior wall to prevent condensation dripping back onto the exterior wall.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D)			
x	C. Duct Systems, Chases Comments:	s, and Vents		

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.

FILTERS:

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

One or more return air filters dirty.

Observed filters in return air vent(s) AND at HVAC in attic. It is recommended to install air filters EITHER in return air chases OR at HVAC in attic. Installing filters at both locations can restrict air flow cause high head pressures at HVAC unit in attic.

RETURNS:

Grill to the air return was observed bent / damaged.

Screws securing the air return grill to the wall are missing.

The return air chase is not properly sealed. This condition results in a very significant reduction in cooling capacity and substantially increased operating costs.

The return air chase is dirty, needs cleaning.

DUCTS:

Recommend client consider having air ducts cleaned due to age of ducts and/or if return air chase is not sealed/airtight, especially if any future residents have allergies.

Some flex ducts observed to be improperly routed with sharp bends and/or excess material in bends. Improper routing increases frictional loss in the duct and reduces heating and cooling efficiency. Radius at the centerline of the bend should be no less than the diameter of the duct.

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient

NI NP D

VENTS:

Observed metal air registers improperly install in the bathrooms. Due to excess moisture common in bathrooms i.e steam from the shower, it is recommended to use plastic registers, to prevent rusting.

One or more register (air duct grill) is loose, damaged, and/or missing; multiple locations.

No supply air vent observed in; primary bath, downstairs half bath, utility room.

Observed possible microorganism growth on air supply grills / vents which may be a concern due to increased awareness of environmental issues associated with molds. If this is a concern or potential concern, Fox Inspections recommends having our company or a qualified professional of your choice for further information / investigation.



Microorganism growth on air supply grills / vents in upstairs hall bath which may be a concern due to increased awareness of environmental issues associated with molds. Recommend having an air quality/mold inspection done in the near future.



Return air chase is dirty, needs cleaning.



The return air chase is not properly sealed.

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient

NI NP D



Return air chase grill was observed damaged and missing the screws which secured to the wall.



Flex ducts observed to be improperly routed with sharp bends improperly routed with sharp bends. and/or excess material in bends.



More flex ducts observed to be

D. Other Χ

Comments:

Not Checked/ Inspected.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				

IV. PLUMBING SYSTEMS

X	1		Γ		X	A. Plumbing Supply, Distribution System and Fixtur	e
---	---	--	---	--	---	--	---

Location of Water Meter: Not located

Location of Main Water Supply Valve: East exterior wall of house

Comments:

Static water pressure reading: 56PSI

Type of supply piping material: Predominantly Galvanzied

WATER SUPPLY SYSTEM:

Water supply piping observed to be predominantly galvanized. Rusting of galvanized pipes can greatly reduce water pressure and will eventually cause leaks as rust creates holes in the pipe walls. Problems are likely to occur the soonest on pipes carrying hot water, horizontal pipes and at threaded (thinner) sections.

Recommend insulation of exposed water lines in the attic.

Noticeable water pressure drop when 2+ plumbing fixtures are operated at the same time.

COMMODES:

Tank not secured to bowl; primary bath.

Tank refill device hose not connected properly to fill trap; half bath.

Commode not secured to floor. Recommend removal of commode, inspection of flange serviceability, install type of wax ring with foam gasket inside wax and new securing bolts; primary bath.

SINKS:

Drain stopper or pop-up lever assembly of one or more sinks is missing, damaged or needs adjustment.

Small leak below the sink; kitchen.

FAUCETS:

Faucet turns 360 over counter top; kitchen sink.

Faucet loose, not secured; upstairs hall bath sink.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				

The kitchen spray wand head is clogged.

Recommend caulking around all tub/shower faucets and spouts to prevent water entry behind the wall.

Low water pressure observed at one or more faucets; kitchen sink.

The kitchen spray wand leaks water and/or does not operate properly.

Drips water, hard to turn off completely; kitchen sink.

TUBS:

Note: Inspector does not test the bathtub overflow without access to the bath-trap due to the possibility of damage to the property. If this is a concern, recommend consulting with a qualified licensed plumber.

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

SHOWERS:

24 hour shower pan test has been specifically excluded.

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

LAUNDRY CONNECTIONS:

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

Hot & cold faucets of laundry room are not identified, color-coded (red-hot, blue-cold).

Corrosion observed on the water supply valve(s).

HOSE BIBS:

Exterior hose spigot(s) do not have code approved anti-backflow devices installed.

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I=Inspected NI=Not Inspected NP=Not Present D=Deficient

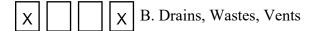
NI NP D



Corrosion observed on shut off valves to laundry connections.



Water leaks under the kitchen sink.



Type of Drain Piping Material: ABS Comments:

Hydrostatic pressure test of sewer lines was specifically excluded.

Laundry floor drain / line not checked / inspected.

Recommend a hydrostatic test / visual scope of sewer lines. Due to the age of the house and/or amount of settlement, the possibility of damaged/leaking drain lines below the house in this inspector's opinion is significant. The test by licensed plumber costs several hundred dollars and may uncover/find problems that can easily cost 10-20 thousand dollars to fix. Most new homeowner's policy will no longer cover this expense while existing homeowner policyholders may be covered/insured for this expense.

Observed an abandoned drain line that extends out through the west exterior wall. Recommend having the line removed and the opening in the exterior sealed.



Observed an abandoned drain line at west side of house.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP [)			
X D	C. Water Heating Equip	ment		
	Energy Source: Electr Capacity: Unit is 40 ga			

WATER HEATER: 2010 GENERAL ELECTRIC 40 GALLON

Buyer's Note: The water heater(s) were observed to be over 10 years of age, multiple plumbing companies will only replace and are not likely to repair water heaters over 10 years of age.

Odor of sulfur noted during operation of hot water at one or more fixtures. Possible indication of sacrificial anode corrosion.

Corrosion observed at shut off valve and/or connections on top of the water heater.

At/near end of typical serviceable life.

WATER HEATER VENT:

Comments:

Not present at time of inspection.

TEMPERATURE & PRESSURE RELIEF VALVE:

Did not check operation due to possible damage of property if the drain line leaked. (Most manufacturers recommend replacement of T & P valves over 3 years of age.)

Drain line is improperly routed - does not provide for positive drainage {gravity flow} away from the valve. Did not check the operation of the valve, considered a recognized safety hazard REF::1991 Standard Plumbing Code 1213.7.4 IRC 2803.6.1 REPAIR

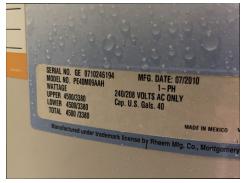
DRAINS/ PANS:

Located on house slab without benefit of a drain pan. Should water heater leak interior flooring can be damaged REF.: 1991 Standard Plumbing Code 1213.7.1 IRC 2801.5.

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NP=Not Present I=Inspected NI=Not Inspected D=Deficient

NI NP D







Water heater: 2010 General Electric No drain pan under the water heater 40 gallon in utility room.

Corrosion observed on piping to water heater.



Drain line is impr	operly routed - does not provide for positive drainage {gravity flow} away from the valve.
	D. Hydro-Massage Therapy Equipment
	Comments:
	Not present at time of inspection.
	E. Gas Distribution Systems and Gas Appliances
	Location of Gas Meter: No gas meter, all electric Type of Gas Distribution Piping Material: Comments:
	None, all electric house.
	F. Other
	Comments:
	Not Checked/ Inspected.

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I=Inspected	NI=Not Inspected NP=Not Present D=Deficient			
I NI NP D	THE PROCESSION OF THE PROCESSI			
x	F. Mechanical Exhaust Vents and Bathroom Heaters Comments:			
	Did not confirm/verify proper venting of all units to the exterior.			
x x	G. Garage Door Comments:			
	Remote control hand held units were not checked/inspected.			
	Electronic sensing eyes improperly installed, should be no more than 6" above the floor.			
x	Missing required safety sticker/decal next to the operator button.			
	H. Dryer Exhaust Systems			
	Comments:			
	Recommend periodic cleaning of the dryer vent ductwork to reduce the risk of fire.			
	Proper venting to the exterior was not verified.			
	Exterior dryer flapper door was missing at time of inspection.			
	I. Other			
	Comments:			
	Not Checked/ Inspected.			
VI. OPTIONAL SYSTEMS				
	A. Landscape Irrigation (Sprinkler) Systems			
	Comments:			
	Common area maintenance, not checked/inspected.			

Fox Inspection Group

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10157 East Kemp Forest Drive, Houston, TX

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Fox Inspection Group		1015	7 East Kemp Forest Drive, Houston, TX		
I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient		
I NI NP D					
X B. Swimming Pools, Spas, Hot Tubs, and Equipment					
	Type of Construction: Not Checked/ Inspected. Comments:				
	Not Checked/ Inspected	d.			
	C. Outbuildings				
	Materials: NA Comments:				
	Not present at time of in	nspection.			
	D. Private Water Wells (A	coliform analysis is reco	ommended)		
	Type of Pump: NA Type of Storage Equipn Comments:	nent: NA			
	Not present at time of ir	nspection.			
	E. Private Sewage Disposa	al Systems			
	Type of System: NA Location of Drain Field: Comments:	NA			
	Not present at time of in	nspection.			
	F. Other Built-in Applianc	ees			
	Comments:				
	Not present at time of ir	nspection.			
	G. Other				
	Comments:				
	Not present at time of ir	nspection.			

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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 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) .
- 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

 $http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp.$