

Real Estate Inspections
Infrared Thermography
Stucco Inspections
Diagnostic Inspections
Mold Inspections
Sewer Line Inspections



**Providing Peace of Mind,
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INSPECTION GROUP

FIG Services LLC d/b/a FOX INSPECTION GROUP

Property Inspection Report #2022/3/9 26207 Southern Glen Lane
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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



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: The front of the unit faces North

Description: 2 Story, Wood Framed, Single Family Home; Brick/ Stone, Cement board Exterior, Composition Roof.

Weather Conditions: Partly Cloudy

Approximate Outside Temperature: 60'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.

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I	NI	NP	D
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I. STRUCTURAL SYSTEMS

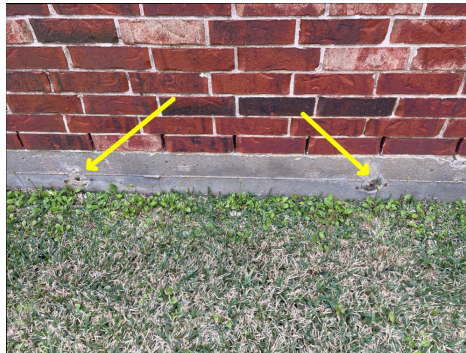
A. Foundations

Type of Foundation(s): Post Tension Slab on Grade
 Comments:

Differential movement/settlement observed; indicated by one or more of the following observed conditions; Elevation readings, cracks in brick veneer and/or foundation, cracks in sheetrock over doors and windows, doors that are not square in the jamb etc. In my opinion, the distress patterns observed at the time of inspection were not severe enough to recommend repair. Acceptance of present and future condition/performance/maintenance rests solely with the buyer/client.

Slab dressing observed at one or more areas of the foundation.

Post tension cable live ends are exposed. Recommend repair before more extensive repairs become needed.



Exposed cable ends.

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B. Grading and Drainage

Comments:

Buyer's note; Ensure that flower bed soil does not rise above the joint between concrete and brick pavers of exterior patios, wood-destroying insects have been known to gain entry between the pavers and the concrete patio and migrate to the house.

C. Roof Covering Materials

Type(s) of Roof Covering: Composition Asphalt Shingle Roofing

Viewed From: Drone

Comments:

Due to the lack of safe access to the roof and/or to prevent damage to the roof surface the inspector did not physically walk on the roof. a drone was used to observe the roof surface for significant issues. The client is advised that aerial observation from a drone will not show all possible deficiencies. If this is a concern, recommend the client retain the services of a qualified roofing specialist at additional cost.

FLASHING:

Lower side of flashing is not sealed down, wind-driven rains can cause water penetration.

Did not observe "kick out" flashing where a roof terminates along a wall. Kick out flashing encourages rain water running down the roof to be diverted / "kicked out" away from a wall and reduce water running down a wall.

Flashing missing and/or improperly installed;low front roof.

GUTTERS & DOWNSPOUTS:

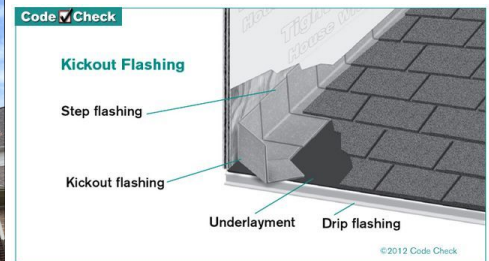
The elbow is missing at the end of the downspout at one or more locations.



Improper flashing.



Flashing lifted.



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D. Roof Structure and Attics

Viewed From: Walking on the decking only
 Approximate Average Depth of Insulation: 10-12 Inches
 Comments:

Limited visual inspection of the roof decking due to radiant barrier, which may obscure signs of water penetration and/or wood rot.

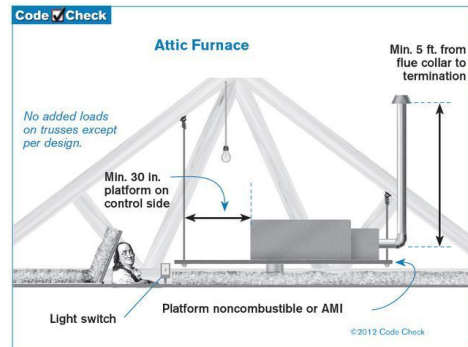
ATTIC INSULATION:

Insulation not properly positioned/missing in areas, etc.

Inadequate attic walkway and/or platform to mechanical equipment in the attic. Code violation, [IRC M1305.1.3] requires 30-inch head clearance and a minimum 24 inch wide SOLID (no gaps or obstructions), floor to equipment for servicing and a 30 inch deep solid platform in front of the equipment.



Decking incomplete/ missing insulation.



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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.

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

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

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.

Multiple plug-in fragrance devices noted, could potentially be used to cover up odors.

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

Cracks and/or previously repaired cracks in the sheetrock observed over some/many doors, windows, and/or corners, possibly due to house settlement.

Damaged/cracked siding should be repaired to prevent water penetration.

BRICK:

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.

CEMENT BOARD:

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Observed one or more areas of damaged / cracked / chipped cement board siding.

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.

Cracks at the upper corners of windows are typical due to not enough space left at the ends of steel lintel at the time of construction to allow for expansion of the metal.

INTERIOR WATER PENETRATION:

Possible from exterior window frames not properly caulked/sealed.

Water damage to the base of the cabinet below the sink.

Water stains/damage to the interior of one or more window jambs. Moisture meter indicated that the stains were not active (wet) at the time of inspection.



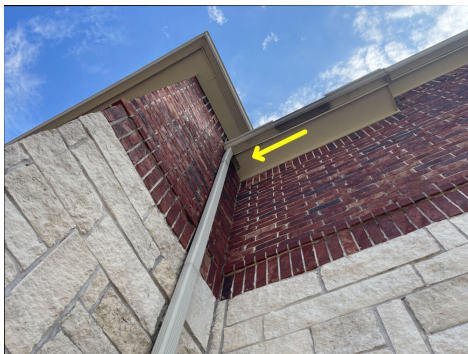
Seal windows.



Crack in brick/stone joint.



Brick cracks.



Damaged siding.



Brick crack.

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F. Ceilings & Floors

Comments:

CEILINGS:

Observed cosmetic cracks and/or repaired cracks in sheetrock observed in ceiling at one or more areas of house.

FLOORS:

Floor squeaks/ pops noted.

A soft spot in flooring observed in;

Cracked/chipped and/or loose floor tile observed;

Moisture meter registers flooring as active (wet);Living room, primary bedroom.



Repair to ceiling.



Cracked floor tile; Hall bath.



Soft spot in hall bath.



Damaged tile in Kitchen.



Damaged tile in Primary bath.



Wet floor in living room.

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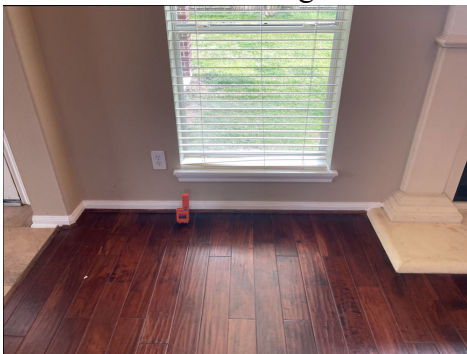
Wet floor in living room.



Wet floor in living room.



Wet floor in living room.



Wet floor in living room.



Wet floor in primary bedroom.



Wet floor in primary bedroom.

X			X
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G. Doors (Interior and Exterior)

Comments:

INTERIOR DOORS:

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

One or more doors in the house are not square in the jamb.

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

Security consideration - dog access door to exterior.

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

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

One or more exterior doors missing deadbolt and/or passage knob striker plate(s) on the exterior door jamb.

Door between house and garage does not have an operational auto/self-closing device.

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Front door is damaged.

H. Windows

Comments:

One or more window spring(s) were observed to be sprung/broken/detached.

One or more of the double pane thermal windows observed to have lost their seals. This has resulted in condensation and/or fog like film to develop between the panes of glass. The thermal pane windows no longer function as designed when they lose their seals. The windows that have noticeably lost their seals are listed but may not be limited to the following: Living room, Study.

Special Notice: Signs of lost seals in the thermal pane windows may appear and disappear as temperature and humidity change. Some windows with lost seals may not be evident at the time of this inspection. Windows are only checked for obvious fogging. If some lost thermal pane window seals were noted, we recommend all windows be rechecked by a window specialist for further evaluation.

One or more screens are missing and/or damaged.

I. Stairways (Interior and Exterior)

Comments:

J. Fireplace & Chimney

Comments:

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.

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II. ELECTRICAL SYSTEMS

A. Service Entrance and Panels

Panel Locations: North 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:

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

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:

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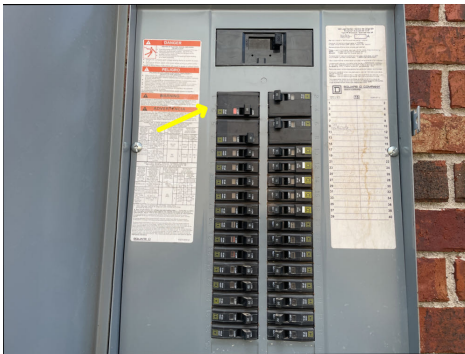
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Observed AFCI (Arc Fault Circuit Interrupter) device protection on electrical circuits, probably protecting the bedroom circuits. AFCI devices are intended to protect against fires caused by electrical arcing faults in the home's wiring. Arc faults 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. *Buyers Note: We generally do not test/operate the AFCI (Arc Fault Circuit Interrupter) devices when the home is occupied. Testing these devices causes a sudden loss of power which can detrimentally affect electronic and computing equipment that has not first been powered down safely. We recommend that our clients have these devices tested (simply by pushing the test button on the breaker in the electrical service panel) once the home is vacant or electronic equipment has been powered down. Be advised As of September 1, 2008, the State of Texas has adopted the 2005 NEC, which includes this requirement, as the "minimum standard" for all non-exempt electrical work. Homes built between 2002 and late 2008, generally were only required to have arc fault protection for bedroom circuits. However, the current / recently adopted TREC standards of practice require licensed home inspectors to indicate that a deficient condition exists in any home (as if the home were built today, regardless of the date the home was constructed) does not have this protection at all locations required by the most current version of the National Electric Code ?NEC ? (currently bedrooms, family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, or similar rooms or areas).*

Breaker(s) found tripped during the inspection. This is an indication of a serious electrical problem. Recommend a qualified electrician diagnose and correct the condition immediately to reduce the chances of an electrical fire.



Breaker found tripped.



No power to disconnect, breaker tripped.



No power to disconnect, breaker tripped.

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B. Branch Circuits, Connected Devices, and Fixtures

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

Comments:

Light diffuser / globe cracked, damaged or missing; Under stairs closet.

FIXTURES:

Landscape lighting not checked.

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

GFCI:

GFCI reset locations; Kitchen, primary bath, garage.

OUTLETS:

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

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

SWITCHES:

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

One or more cover plates were either missing or damaged.

Switch installed upside down. Per 2018 IRC E4001.3;

FIRE PROTECTION EQUIPMENT:

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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 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.

C. Other

Comments:

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

A. Heating Equipment

Type of Systems: Forced Air
 Energy Sources: Natural Gas
 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 VENT:

The slope of the house heater vent is reversed, the line does not tilt upwards, possibly blocking proper venting. Per IRC 1803.3 Connectors shall be installed with a slope of not less than inch rise per foot of run.

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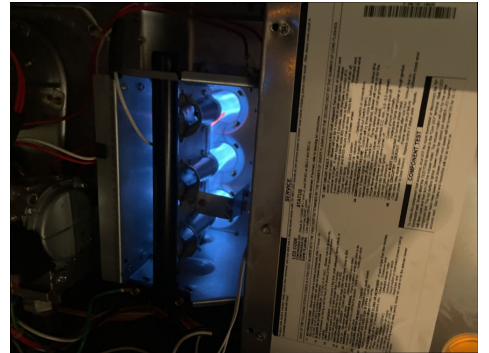
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Downstairs Heater.



Downstairs Heater. 2019 Carrier.



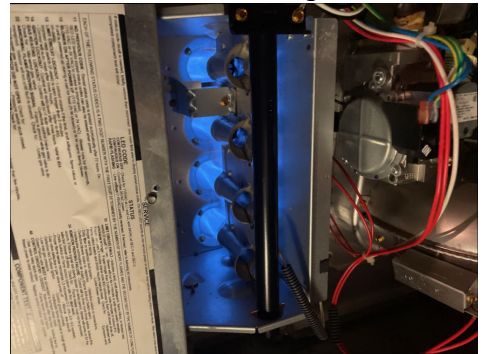
Downstairs Heater operational.



Upstairs Heater.



Upstairs Heater. 2019 Carrier.



Upstairs Heater operational.



Improper slope of vent.

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I	NI	NP	D
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B. Cooling Equipment

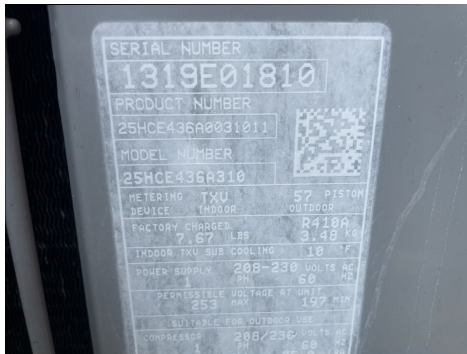
Type of Systems: Forced Air Split System
 Comments:

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.

Observed condensation forming on unit casing / plenum. Have serviced by a qualified HVAC technician to correct cause.

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

The Downstairs unit was not operational, not performing its intended function. Unit in need of repair/replacement.



Downstairs Condenser. 2019 Carrier 3 Ton R410a.



Downstairs Evaporator Coil. 2019 Carrier 3 Ton R410a.



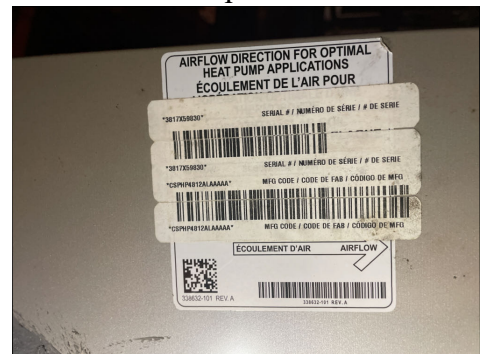
Temperature Differential N/A. Unit is not operational.



Upstairs Condenser. 2019 Carrier 4 Ton R410a.



Downstairs Unit appears to have sweated at some point.



Upstairs Evaporator Coil. 2017 Carrier 4 Ton R410a.

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Temperature differential 23 degrees.

X			X
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C. Duct Systems, Chases, and Vents

Comments:

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.

Observed possible microorganism growth on air supply grills/vents which may be a concern due to increased awareness of environmental issues associated with molds. This inspector does not inspect for and is not qualified to render opinions on any type of environmental or other biohazards. 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.

		X	
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D. Other

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IV. PLUMBING SYSTEMS

A. Plumbing Supply, Distribution System and Fixtures

Location of Water Meter: Front of property

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

Comments:

Static waster pressure reading:50 psi

Type of supply piping material:PVC

Water softener / treatment / filter equipment not checked / inspected.

One or more commode seats are loose, need to be secured.

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;Hall bath.

SINKS:

Slow drain;hall bath.

FAUCETS:

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;Primary bath tub.

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.

Porcelain damaged/chipped on steel tub;Jack and Jill.

Grout/caulking needed at vertical tile corners, cracks in tile and/or mortar between tiles, and where tile meets tub to prevent water entry behind the wall.

SHOWERS:

Recommend protecting the window from shower spray to prevent water damage;

Shower head not properly installed.

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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).



Porcelain damaged/chipped on steel tub; Jack and Jill.

B. Drains, Wastes, Vents

Type of Drain Piping Material: PVC

Comments:

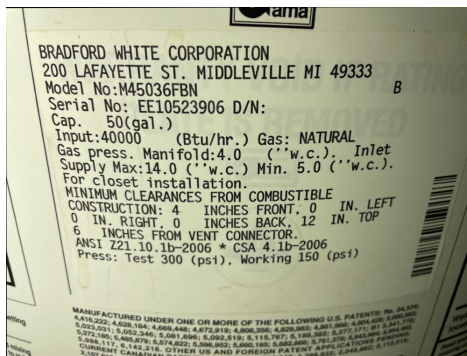
Hydrostatic pressure test of sewer lines was specifically excluded.

C. Water Heating Equipment

Energy Source: Natural Gas

Capacity: Unit is 50 gallons

Comments:



2008 Bradford White Co.

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D. Hydro-Massage Therapy Equipment

Comments:

Motor was not accessible for visual inspection. Inaccessibility does not comply with the NEC 680-72. Accessibility. "Hydro-massage bathtub electrical equipment shall be accessible without damaging the building structure or building finish". IRC 4109.3.

E. Gas Distribution Systems and Gas Appliances

Location of Gas Meter: West exterior side of house
 Type of Gas Distribution Piping Material: Black iron
 Galvanized steel
 Comments:

GAS LINES:

Pressure test of gas lines has been specifically excluded.

Buyers note: Gas Appliance Connectors (GAC's) are not electrically bonded. Gas Appliance Connectors (GAC's) are the short run of yellow corrugated gas line similar in composition to Corrugated Stainless Steel Tubing (CSST) that connects gas appliances such as kitchen appliances, clothes dryers, water heaters, and house heaters to the natural gas piping in the home. Corrugated Stainless Steel Tubing(CSST) which is a similar material as Gas Appliance Connectors (GAC's), has been linked to fires caused from direct and indirect / close proximity lightning strikes. The lightning strikes have been linked to punctures / holes in the thin stainless steel tubing and igniting fires. CSST is now required to be properly bonded in an attempt to make it a safer product.

F. Other

Comments:

V. APPLIANCES

A. Dishwashers

Comments:

B. Food Waste Disposers

Comments:

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I	NI	NP	D
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C. Range Hood and Exhaust Systems

Comments:

D. Ranges, Cooktops, and Ovens

Observations:

Gas Range/Cooktop

Electric Oven(s)

Timer and cleaning cycles not checked.

Interior light does not work.

Control knob(s) markings are not legible.

The unit was not operational, not performing its intended function. Unit in need of repair/replacement.



Click for video.

E. Microwave Ovens

Comments:

F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

G. Garage Door

Comments:

Missing required safety sticker/decal next to the operator button.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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H. Dryer Exhaust Systems

Comments:

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

I. Other

Comments:

VI. OPTIONAL SYSTEMS

A. Landscape Irrigation (Sprinkler) Systems

Comments:

Buyer's Note; Under TREC guidelines, the inspector is not required to inspect for effective coverage of the irrigation system; the automatic function of the controller; the effectiveness of the sensors; such as, rain, moisture, wind, flow or freeze sensors; or sizing and effectiveness of back-flow prevention device.

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

Rain sensor was not checked/inspected.

Stations/zones not listed/labeled.

One or more spray heads are clogged and / or grass has grown over head, blocking / preventing proper operation.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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B. Swimming Pools, Spas, Hot Tubs, and Equipment

Type of Construction:
Comments:

C. Outbuildings

Materials:
Comments:

D. Private Water Wells (A coliform analysis is recommended)

Type of Pump:
Type of Storage Equipment:
Comments:

E. Private Sewage Disposal Systems

Type of System:
Location of Drain Field:
Comments:

F. Other Built-in Appliances

Comments:

G. Other

Comments:

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 its time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday

18. RE-INSPECTIONS: 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.