

# 713-730-3151

# www.a-actionhouston.com

Info@aactionhouston.com



# **INSPECTED FOR**

Mimi Fang 4329 Eigel St Houston, TX 77007

**April 21, 2022** 



# PROPERTY INSPECTION REPORT FORM

Mimi Fang Name of Client 4329 Eigel St, Houston, TX 77007	04/21/2022 Date of Inspection
Address of Inspected Property  Jon Howell	24339
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.

#### RESPONSIBILITY 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).

# RESPONSIBILITY 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.

#### 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 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

Inspection Time In: 9 am Time Out: 12 pm Property was: Vacant Building Orientation (For Purpose Of This Report Front Faces): East

Weather Conditions During Inspection: Cloudy Overcast Outside temperature during inspection: 70 ° to 80 ° Degrees

Parties present at inspection: Buver, Buvers Agent

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

THIS REPORT IS NOT TRANSFERABLE FROM CLIENT NAMED ABOVE.

#### SCOPE OF INSPECTION

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

#### **GENERAL LIMITATIONS**

# The inspector is not required to:

# (A) inspect:

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

#### (B) report:

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

# (C) determine:

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

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

- (i) decay, deterioration, or damage that may occur after the inspection;
- (ii) deficiencies from abuse, misuse or lack of use;
- (iii) changes in performance of any component or system due to changes in use or occupancy;
- (iv) the consequences of the inspection or its effects on current or future buyers and sellers;
- (v) common household accidents, personal injury, or death;
- (vi) the presence of water penetrations; or
- (vii) future performance of any item;
- (E) operate shut-off, safety, stop, pressure or pressure-regulating valves or items requiring the use of codes, keys, combinations, or

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# This confidential report is prepared exclusively for Mimi Fang on 04/27/2022.

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#### similar devices;

- (F) designate conditions as safe;
- (G) recommend or provide engineering, architectural, appraisal, mitigation, physical surveying, realty, or other specialist services;
- (H) review historical records, installation instructions, repair plans, cost estimates, disclosure documents, or other reports;
- (I) verify sizing, efficiency, or adequacy of the ground surface drainage system;
- (J) verify sizing, efficiency, or adequacy of the gutter and downspout system;
- (K) operate recirculation or sump pumps;
- (L) remedy conditions preventing inspection of any item;
- (M) apply open flame or light a pilot to operate any appliance;
- (N) turn on decommissioned equipment, systems or utility services; or
- (O) provide repair cost estimates, recommendations, or re-inspection services.

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

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

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

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

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

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

Report Identification: Fang - 4329 Eigel St, 4329 Eigel St, Houston, TX I=Inspected NI=Not Inspected **NP=Not Present** D=Deficient NI NP D I. STRUCTURAL SYSTEMS A. Foundations Type of Foundation(s): Slab on Ground Comments: **Foundation Is Performing Adequately** In my opinion, the foundation appears to be providing adequate support for the structure at the time of this inspection. I did not observe any apparent evidence that would indicate the presence of adverse performance or significant deficiencies in the foundation. The interior and exterior stress indicators showed little effects of adverse performance and I perceived the foundation to contain no significant unlevelness after walking the 1st level floors. **Note:** Due to the type of property being inspected (condo, apartment, multi-story structure), full evaluation of the foundation of the entire structure is beyond the scope of this inspection. If any concerns exist as to the condition and performance of the foundation and/or structure, it is recommended to have a licensed structural engineer fully evaluate the structural integrity of these systems. **Notice**: This inspection is one of first impression and the inspector was not provided with any historical information pertaining to the structural integrity of the inspected real property. This is a limited cursory and visual survey of the accessible general conditions and circumstances present at the time of this inspection. Opinions are based on general observations made without the use of specialized tools or procedures. Therefore, the opinions expressed are one of apparent conditions and not of absolute fact and are only good for the date and time of this inspection. The inspection of the foundation may show it to be providing adequate support for the structure or having movement typical to this region, at the time of the inspection. This does not guarantee the future life or failure of the foundation. The Inspector is not a structural engineer. This inspection is not an engineering report or evaluation and should not be considered one, either expressed or implied. If any cause of concern is noted on this report, or if you want further evaluation, you should consider an evaluation by an engineer of your choice. B. Grading and Drainage Comments: **Grading & Drainage** All components were found to be performing and in satisfactory condition on the day of the inspection. **Gutter & Downspout System** 

• The gutters require cleaning.

NI=Not Inspected

**NP=Not Present** 

**D=Deficient** 

NI NP D



# C. Roof Covering Materials

*Type*(s) of Roof Covering: Composition

Viewed From: Drone

Comments:

# **Roof Covering**

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

- The roofing material appears to be reaching the end of its serviceable life expectancy.
- Damaged shingles were observed on the east side of the roof structure.
- Some cracking and cupping of the roofing material was observed.
- The composition roofing material has experienced granular loss in various locations throughout the roof.

**Note:** It appears that tar has been used to perform previous roof repairs in one or more locations on the roof. This type of repair is temporary in nature and is not considered to be a long term solution to an existing roofing problem.

Note: Prior repairs to the roofing material and/or flashing were observed in one or more locations.

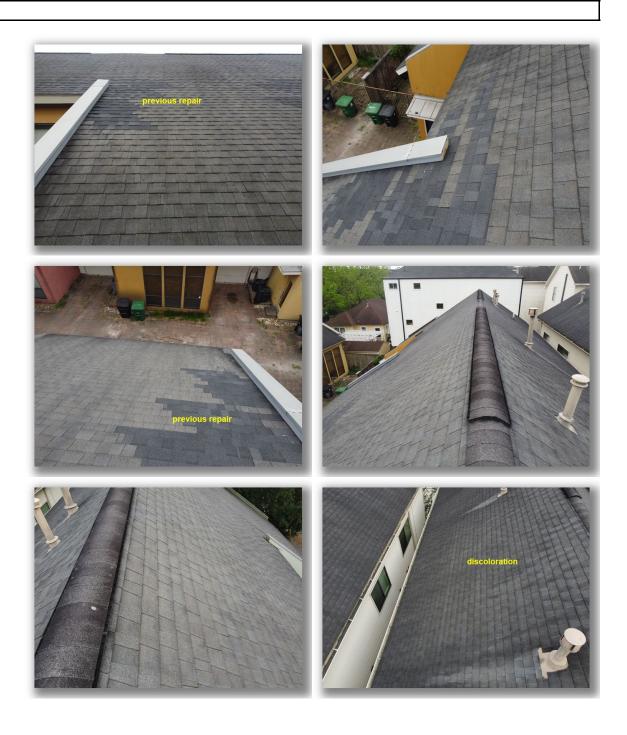
Note: Some discoloration of the roofing material was observed.

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

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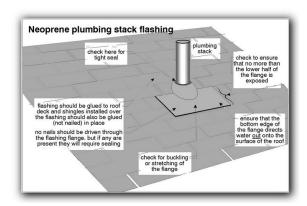


# **Flashing Details**

The flashing details needs to be checked, reset or repaired as necessary. The observations made to support the rendering of this opinion are listed but may not be limited to:

- One or more of the roof level plumbing vent stack flashing details have some damage to the rubber seal around the stack. This condition could allow water penetration at this point. It is recommended to replace 1 rubber seals.
- The exterior flashing needs to be painted to prevent UV/ Rust damage.
- Some of the metal flashing details were observed to be rusted and should be corrected as necessary.
- The flashing is lifting and/or pulling loose and should be re-secured on the east side of the roof structure.

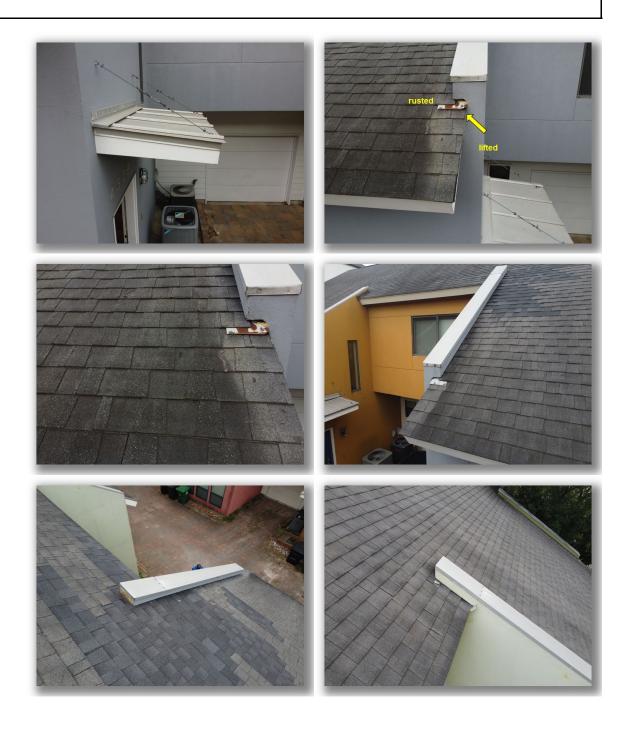
**Note:** Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



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NI NP D



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

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

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

NI NP D

# $\square$ $\square$ $\square$ $\square$ D. Roof Structures and Attics

Viewed From: From Interior of Attic

Approximate Average Depth of Insulation: 10" to 13"

(Note: Generally recommended depth of attic floor insulation is approximately 10+ inches to achieve a

R30 rating.)

Insulation Type: Batt or Blanket

Description of Roof Structure: Rafter Assembly

Attic Accessibility: Partial

Comments:

#### **Roof Structure**

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



### **Attic Ventilation**

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

#### **Attic Insulation**

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

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I NI NP D

# **☑ ☐ ☑ E.** Walls (Interior and Exterior)

Comments:

Description of Exterior Cladding: Hard Coat Stucco and Fiber Cement Board

# **Interior Walls & Surfaces**

The wall texture has some deterioration and/or damage in the various locations throughout the house.

**Notice:** The inspector was unable to inspect all of the interior surfaces because of window treatments, personalized wall treatments / finishes, personal effects, large, heavy or fragile storage and/or furniture. **Note:** There is evidence of painting and patching to the interior finish and prior interior finish repairs. This condition could limit the Inspectors visual observations and ability to render accurate opinions as to the performance of the structure.

#### **Exterior Walls & Surfaces**

- Caulking improvements are recommended for the area between the exterior veneer and the window frames. It is recommended to use an elastomeric caulking.
- The area between the exterior cladding / veneer and all of the wall penetrations / openings need to be properly sealed. Areas such as utility connections, downspouts, hose bibbs, lighting fixtures, receptacles etc. It is recommended to use an elastomeric caulking / sealant.
- All joints between two different types of siding should be properly sealed. It is recommended to use elastomeric sealant.
- The exterior veneer / cladding has some deterioration and/or damage on the west side of the structure.

**Note:** The heavy foliage growing on, over or around the exterior walls of the structure should be trimmed back at least 18-inches. The heavy foliage will limit the inspectors visual observation of the exterior surfaces.





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#### Stucco (Hard Coat or EIFS) Observation and Opinions

There is a stucco type product installed as the exterior veneer / cladding for this structure. Due to the known general misapplication of residential stucco products, associated deficiencies and water intrusion problems; full evaluation of this product requires a specialty inspection from a Properly Certified Third Party Stucco Inspector.

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

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

#### The conditions observed to render this opinion are:

- Failing or missing sealant was observed at and around the stucco type veneer/cladding and the wall opening interfaces (windows, doors, electrical outlets, plumbing outlets, etc.) This condition should be improved to help prevent water intrusion at these locations. It is recommended to use an industry approved NP1 sealant.
- The weep screed was observed to be missing on the east side of the structure.
- Some discoloration and/or staining of the stucco type veneer/cladding was observed on the east side of the structure.
- Cracking of the stucco type veneer/cladding was observed on the east side of the structure. This condition should be further evaluated and corrected as necessary.
- Caulking improvements are recommended for the area between the exterior veneer and the window frames. It is recommended to use an elastomeric caulking.
- The area between the exterior cladding / veneer and all of the wall penetrations / openings need to be properly sealed. Areas such as utility connections, downspouts, hose bibbs, lighting fixtures, receptacles etc. It is recommended to use an elastomeric caulking / sealant.
- All joints between two different types of siding should be properly sealed. It is recommended to use elastomeric sealant.



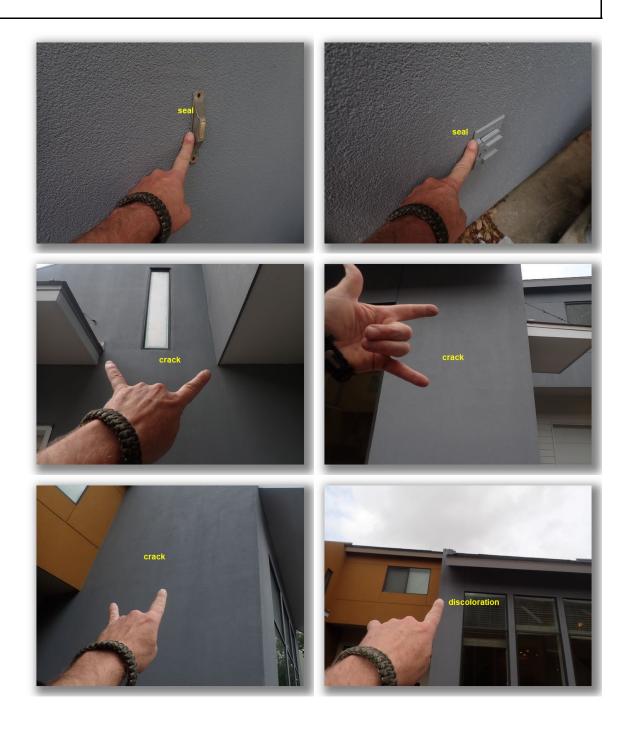


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NI=Not Inspected

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**D=Deficient** 



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**D=Deficient** 

NI NP D



# F. Ceilings and Floors

Comments:

#### Ceilings

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

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

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

#### **Floors**

- The floor covering is worn and/or damaged in one or more locations of the home.
- The floor covering was observed to be water damaged in the half bathroom.
- The floors were observed to be out-of-level in some areas of the house.





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

I NI NP D

☑ □ □ ☑ G. Doors (Interior and Exterior)

Comments:

# **Interior Doors**

- The door is not latching properly to the half bathroom, guest bathroom.
- The exterior door frame has some deterioration and/or damage to the front entry door(s).
- The door is missing to the front entry closet.







# **Exterior Doors**

• Weather-stripping improvements are recommended for the front entry exterior door(s).

NI=Not Inspected

NP=Not Present

**D=Deficient** 

NI NP D





# **Overhead Garage Door**

- The weather-stripping at the bottom of the overhead garage door is damaged and repairs or replacement may be necessary.
- The overhead garage door panel(s) and/or panel trim has some deterioration and/or damage.



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

I NI NP D

 $\square$   $\square$   $\square$   $\square$  H. Windows

Comments:

#### Window Screens

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

#### Windows

• One or more of the thermal pane windows were observed to have lost their seals. This has resulted in condensation or a fog like film to develop between the panes of glass. The thermal pane windows no longer function as designed when they lose their seal and replacement may be necessary. The windows that have noticeably lost their seals are listed but may not be limited to the following: stairway.

# (Total 1)

Special Notice: Signs of lost seals in the thermal pane windows may appear and disappear as temperature and humidity changes. Some windows with lost seals may not be evident at the time of this inspection. Windows are checked in a non-exhaustive manner for obvious fogging. When lost thermal pane window seals were noted, we recommend all windows be rechecked by a window specialist for further evaluation prior to the expiration of any time limitations such as option or warranty periods.

- The window weather-stripping is damaged and/or missing at one or more of the windows and improvements are recommended.
- The window sill(s) have some deterioration and/or damage to the primary bedroom.
- One or more of the window blinds were observed to be damaged in the primary bedroom.





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NI NP D



☑ □ □ □ I. Stairways (Interior and Exterior)

Comments:

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



 $\square$   $\square$   $\square$   $\square$  J. Fireplaces and Chimneys

Comments:

☑ □ □ ☑ K. Porches, Balconies, Decks, and Carports

Comments:

Porches / Patio

• Minor cracks and/or deficiencies were observed in the patio.

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NI=Not Inspected

NI NP D

**I=Inspected** 



**D=Deficient** 

# **Driveway**

Minor cracks and/or deficiencies were observed in the driveway.

NP=Not Present

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NI=Not Inspected

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I=Inspected

# II. ELECTRICAL SYSTEMS

**D=Deficient** 

**NP=Not Present** 

# $\square$ $\square$ $\square$ $\square$ A. Service Entrance and Panels

Comments:

#### **Panel Box**

Box Rating and/or Main Disconnect Rating: 200 amps

Box Location: Garage

Cabinet Manufacturer: Cutler-Hammer Branch Circuit Wire Type: Copper

The electrical cabinet does not appear to be properly bonded to the electrical system.









# **Arc-Fault Circuit Interrupter Protection (AFCI)**

Not all of the required dwelling unit devices, receptacle and lighting outlets (switches, receptacles and fixtures) are connected to an arc-fault circuit-interrupter (AFCI) circuit device. AFCI devices were first required under the 1999 National Electrical Code and under the 2014 NEC, all living space, kitchen and laundry room devices, receptacle and lighting outlets (switches, receptacles and fixtures) should be connected to an arc-fault circuit interrupter (AFCI) device.

#### **Grounding / Bonding**

• I was unable to locate a grounding rod (Grounding Electrode) or supplement grounding source for the

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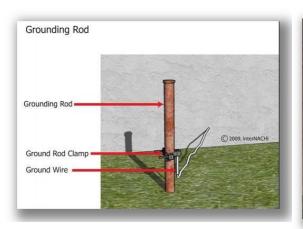
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NI NP D

electrical system. This condition should be further investigated and corrected if necessary.





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

*Type of Wiring*: Copper *Comments*:

# **Receptacle Outlets**

- There are no tamper resistant receptacles installed at the time of inspection. Under current building standards, all receptacles that are less than five and a half feet above the floor should be tamper resistant. This is an "as built" condition, but per TREC standards of practice, we are required to report this condition as deficient. Tamper Resistant outlets are required per the 2008 National Electric Code. You may consider corrective measures for improved safety.
- The laundry room area receptacles do not appear to be connected to a ground fault circuit interrupter (GFCI) device. Under current electrical standards, all of the receptacles in the laundry room area should have GFCI protection.





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NI NP D

#### **Arc-Fault Circuit Interrupter Protection (AFCI)**

Not all of the required dwelling unit devices, receptacle and lighting outlets (switches, receptacles and fixtures) are connected to an arc-fault circuit-interrupter (AFCI) circuit device. AFCI devices were first required under the 1999 National Electrical Code and under the 2014 NEC, all living space, kitchen and laundry room devices, receptacle and lighting outlets (switches, receptacles and fixtures) should be connected to an arc-fault circuit interrupter (AFCI) device.

#### **Switches**

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

#### **Fixtures**

- The ceiling fan appears to be inoperative in the family room.
- One or more of the light fixtures appear to be inoperative in the front porch. This may be due to a bad bulb or some other unknown condition. This condition should be further evaluated and corrected as necessary.
- One or more of the light fixture globes and/or covers are missing in the front porch.





#### **Smoke Alarms**

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

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

# **Carbon Monoxide Alarms**

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

# Doorbell / Chime

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

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I NI NP D

# III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

#### A. Heating Equipment

Type of Systems: Energy Sources: Comments:

Central Heating System - Energy Source: Gas

Brand Name: Lennox

• The heating equipment appears to be inoperative at the time of the inspection.

**Note:** The gas service was turned off to the structure at the time of this inspection. I was unable to check the gas operation of this component at this time. A limited visual survey will be performed and if any deficiencies are found they will be listed within this section.





**Central Heating System(2nd floor)** – *Energy Source*: Gas *Brand Name*: Lennox

• The heating equipment appears to be inoperative at the time of the inspection.

**Note:** The gas service was turned off to the structure at the time of this inspection. I was unable to check the gas operation of this component at this time. A limited visual survey will be performed and if any deficiencies are found they will be listed within this section.

NI=Not Inspected

NP=Not Present

**D=Deficient** 





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

NI NP D

#### **B.** Cooling Equipment

*Type of Systems*: Comments:

#### **Central Cooling System**

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

Approximate System Age: 2016 Approximate System Size: 2.5 ton

Brand Name: Daikin Freon Type: R410A, R-22

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

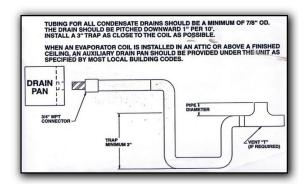
- The secondary drain line on the coil housing is capped at the time of this inspection. It is recommended to remove the cap on the secondary drain line to allow for the drain to function properly when necessary.
- Water was observed to be leaking from the base of the coil housing. The cause and remedy should be further evaluated.
- The auxiliary/secondary drain pan under the coil housing is holding water at the time of this inspection. The cause and remedy should be further evaluated and corrected as necessary.
- The inspector identified rust stains on the exterior wall due to current water leaking from the secondary drain line in the attic space.
- The primary condensate drain line is not equipped with a p-trap. Under current mechanical installation standards, the manufacturer requires a p-trap be installed in the primary condensate drain line within 6inches of the coil housing.

Note: The auxiliary/secondary drain pan under the coil housing has some water staining and/or a rust buildup. This would indicate that the pan has held water in the past and should be closely monitored.

Note: Previous water leakage was observed from around the base of the indoor coil housing. This condition should be closely monitored and corrected if necessary.

Notice: The AC system condenser/coil components are not from the same manufacture. When this type of installation occurs, it may void the manufacture warranty on one or more of the system components. It is recommended to obtain documentation as to whether the manufacture warranty has been voided due to the mismatched manufacture installation.

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

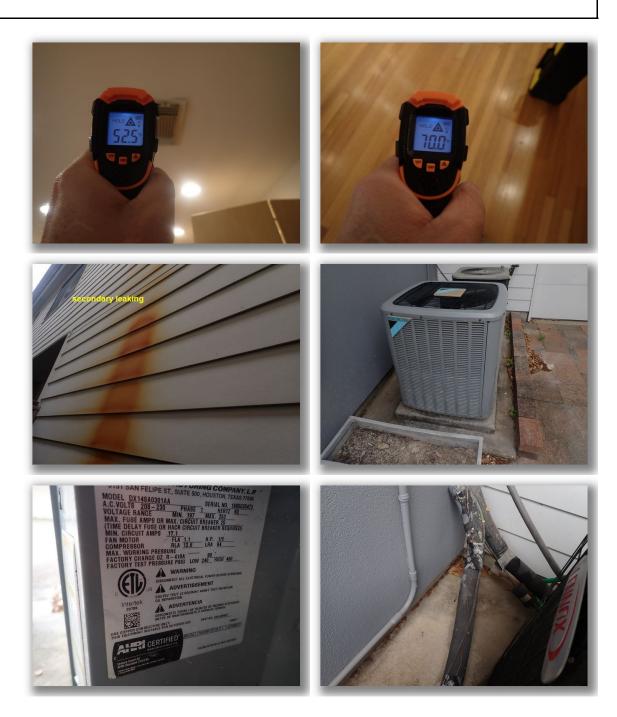


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NI=Not Inspected

NP=Not Present

**D=Deficient** 



NI=Not Inspected

NP=Not Present

**D=Deficient** 











NI=Not Inspected

**NP=Not Present** 

**D=Deficient** 

NI NP D

#### Central Cooling System (2nd floor)

Today's Temperature Differential (Delta-T): 16

Approximate System Age: 2005 Approximate System Size: 2 ton

Brand Name: Lennox Freon Type: R-22

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

- The fins of the outdoor portion of the air conditioning system were observed to be damaged. This condition can reduce the efficiency of the system.
- Damaged, deteriorated and/or missing insulation on the refrigerant lines should be repaired or replaced at the outside condenser.
- The electrical service disconnect is installed behind the outside condenser/coil. This does not meet the
  clearance requirements of the National Electrical Code or the International Residential Code and
  should be corrected as necessary.

**Additional Notice from the Inspector:** The cooling equipment in place uses R-22 refrigerant. R-22 refrigerant is currently being phased out and is becoming progressively more expensive to obtain. You should be aware that R-22 components and their future life expectancy cannot be determined. You can continue to use and service these components until replacement is necessary.

If you are being provided or purchasing a Home Warranty Policy, you should closely review the HVAC section of the policy related to R-22 refrigerant and component coverage.

It would be wise to budget for replacement of the older freon system and to make a conversion over to a newer type of freon system as soon as it is financially feasible.

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





NI=Not Inspected

NP=Not Present

**D=Deficient** 



NI=Not Inspected

**NP=Not Present** 

**D=Deficient** 

I NI NP D



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

# ☑ □ □ ☑ C. Duct Systems, Chases, and Vents

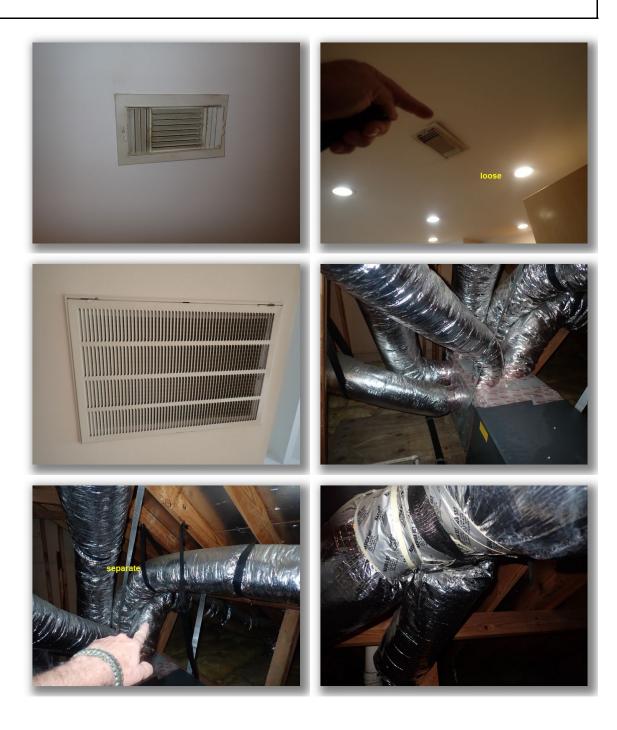
Comments:

- There is visible dust and/or mildew on the air registers in the kitchen. The cause and remedy should be further evaluated. It is recommended to have the air registers and duct system cleaned for air quality purposes.
- The air register is loose at the ceiling in the kitchen.
- The duct work in the attic area does not appear to be properly separated to help prevent condensation from developing. It is recommended to separate the duct work with a minimum intervals of 1.5-inches.

NI=Not Inspected

NP=Not Present

**D=Deficient** 



NI=Not Inspected

NP=Not Present

**D=Deficient** 





NI=Not Inspected

I=Inspected

I NI NP D

# IV. PLUMBING SYSTEMS

## A. Plumbing Supply, Distribution Systems and Fixtures

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

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

**NP=Not Present** 

Static water pressure reading: 40 to 50 psi Type of supply piping material: Copper

Comments:

# **Water Supply System**

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

**D=Deficient** 





## **Exterior Faucets/Fixtures**

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

## **Laundry Connections**

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



NI=Not Inspected

**NP=Not Present** 

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NI NP D

## **Kitchen Sink**

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

**Note:** Previous water leaks were observed at and/or around the drain connections under the sink. This would indicate previous problems and should be closely monitored and corrected when necessary.







## **Half Bath**

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

NI=Not Inspected

NP=Not Present

**D=Deficient** 

NI NP D







## **Guest Bathroom**

## Bathtub

- Cracked, deteriorated and/or missing bathtub enclosure grout and/or caulking should be repaired or replaced as necessary.
- The faucet assembly is not sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.

# Lavatory / Sink

• The stopper does not appear to be functioning properly.

NI=Not Inspected

NP=Not Present

**D=Deficient** 

NI NP D











NI=Not Inspected

**NP=Not Present** 

**D=Deficient** 

NI NP D



## **Primary Bathroom**

Shower

- The faucet assembly is not sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.
- Cracked, deteriorated and/or missing shower stall grout and/or caulking should be repaired or replaced as necessary.
- The shower door weatherstripping is damaged/missing.

Left Lavatory / Sink

- The stopper does not appear to be functioning properly.
- The bathtub drain receptor is damaged.

Right Lavatory / Sink

- The faucet handle is damaged.
- The stopper does not appear to be functioning properly.



NI=Not Inspected

NP=Not Present

**D=Deficient** 

NI NP D











NI=Not Inspected

**NP=Not Present** 

**D=Deficient** 

I NI NP D



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

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This confidential report is prepared exclusively for Mimi Fang on 04/27/2022.

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

NI NP D

☑ □ □ □ B. Drains, Wastes, and Vents

Type of drain piping material: PVC Comments:

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







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

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

I NI NP D

☑ □ □ ☑ C. Water Heating Equipment

Energy Sources: Capacity: Comments:

Water Heater - Energy Source: Gas

Location: Attic

Approximate Capacity: 50 Gallons

Approximate Age: 2005
Brand Name: Bradford White

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

- The temperature and pressure relief (TPR) valve discharge pipe is running in an upwards direction in one or more locations. The TPR discharge pipe should run gravitationally downwards at all points.
- The fittings at the top of the water heater are made of dissimilar metals (galvanized steel connected to copper and/or brass). It is recommended to replace the galvanized steel fittings with brass or copper fittings or install a dielectric union between the two dissimilar metals to prevent electrolysis from occurring.
- Some corrosion was observed at the water supply connections at the top of the water heater.

**Note:** The gas service was turned off to the structure at the time of this inspection. I was unable to check the gas operation of this component at this time. A limited visual survey will be performed and if any deficiencies are found they will be listed within this section.

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





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**D=Deficient** 

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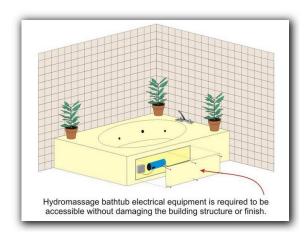
# 

# D. Hydro-Massage Therapy Equipment

Comments:

Location of GFCI: In primary closet area.

 The access to the hydro-massage therapy equipment motor is not readily accessible and inspection of the equipment lines and motor could not be performed. This does not meet current installation standards.



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NI NP D





# $\square$ $\square$ $\square$ $\square$ E. Gas Distribution Systems and Gas Appliances

Location of gas meter: At the Neighborhood Meter Bank.

Type of gas distribution piping material: Black Steel Pipe, Flexible Appliance Connector Comments:

**Note:** The gas service was turned off to the structure at the time of this inspection. I was unable to check the gas operation of any of the gas components at this time. A limited visual survey will be performed and if any deficiencies are found they will be listed within this section.





**Notice:** The Inspector will use a combustible gas leak detector on accessible gas lines, joints, unions and connectors and report visible deficiencies found at the time and date of the inspection. The inspector inspects the gas lines from the point they enter the structure and will complete the inspection without digging, damaging property, permanent construction or building finish. When performing the inspection, the inspector will keep in consideration the age of the system and normal wear and tear from ordinary use when rendering opinions.

The inspector is not required to and will not inspect sacrificial anode bonding or for its existence. The Inspector is not licensed to and will not perform a pressure test on the gas line system. The Inspector cannot detect gas leaks below the finished grade (underground), construction voids, between the walls or behind fireplace hearths. Propane tanks will not be inspected. If any further concerns exist about possible gas line failure and/or deficiencies or code compliance, we recommend the buyer have the gas system further evaluated by the local controlling gas supplier and/or a qualified licensed master plumber prior to the expiration of any time limitations such as option or warranty periods.

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

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# V. APPLIANCES

✓ □ □ ✓ A. Dishwashers

Comments:

**Brand Name:** General Electric – GE

• Some rusting of the dishwasher interior components was observed.





☑ □ □ ☑ B. Food Waste Disposers

Comments:

• The food waste disposer was unusually noisy at the time of the inspection.



☑ □ □ ☑ C. Range Hood and Exhaust Systems

Comments:

• The range hood in place is ductless. The range hood does not terminate outside and is dependent on the charcoal filter installed. It is recommended to regularly clean your filter system to prevent damage to the structure.

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I NI NP D



# D. Ranges, Cooktops, and Ovens

Comments:

Range Brand Name: General Electric - GE

- The range can be easily tipped over and should be equipped with an anti-tip device, for safety.
- The gas shutoff valve is in a poor location and is hard to reach.
- One of the door handles is damaged.
- The oven control panel housing is damaged and/or missing.
- The range appears to have reached the end of its serviceable life expectancy.

**Note:** The gas service was turned off to the structure at the time of this inspection. I was unable to check the gas operation of this component at this time. A limited visual survey will be performed and if any deficiencies are found they will be listed within this section.





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NI NP D



☑ □ □ E. Microwave Ovens

Comments:

Brand Name: General Electric - GE

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





☑ □ □ ☑ F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

- One or more of the mechanical exhaust vent systems was observed to be terminating to the soffit /
  eave area. This is an "AS Built" condition that does not meet current manufacturers or mechanical
  installation standards.
- The mechanical exhaust vent fan was unusually noisy in the half bathroom.

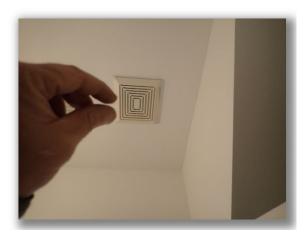
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NI=Not Inspected

NP=Not Present

**D=Deficient** 

NI NP D



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## G. Garage Door Operators

Comments:

• The garage door opener chain is loose and needs to be better secured and/or adjusted.





# H. Dryer Exhaust Systems

Comments:

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

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NI=Not Inspected

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NI NP D





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

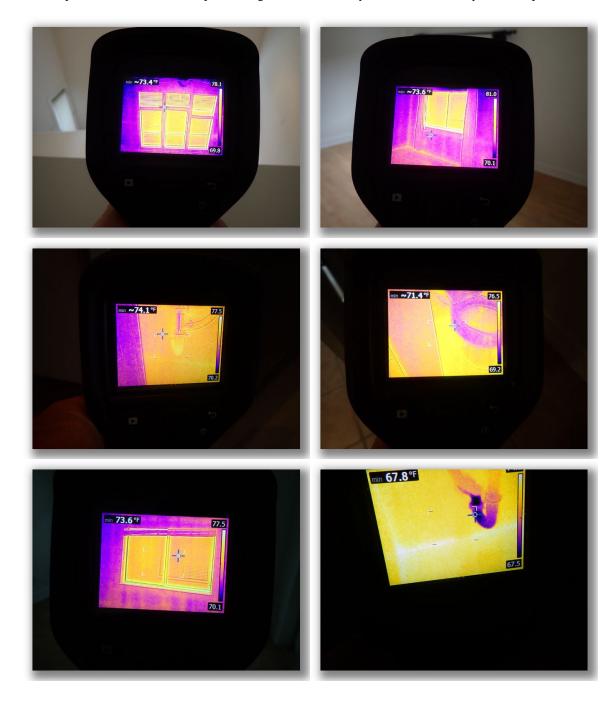
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# VI. OPTIONAL SYSTEMS

# ☑ □ □ □ A. Thermal Imaging / Infrared

Comments:

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

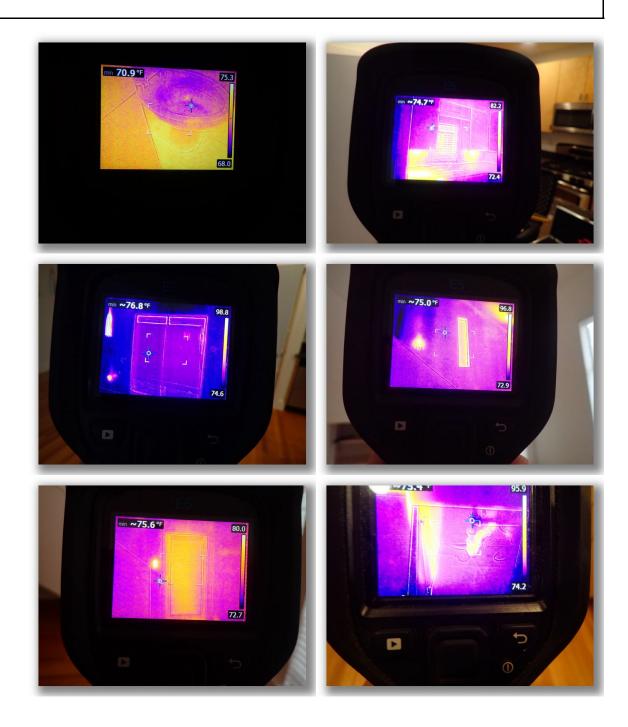


NI=Not Inspected

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NI NP D



# ☑ □ □ □ B. Refrigerator / Built-In

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

**Note:** The water filter needs reset/replaced at the time of inspection.

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NI=Not Inspected

NP=Not Present

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NI NP D







# INSPECTION AGREEMENT PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

This Inspection Agreement (herein after known as the Agreement) is entered into on this day, 04/27/2022, between Mimi Fang (herein known as the Client) and A-Action Houston (herein known as the Inspector) for the purpose of performing a general property condition inspection concerning 4329 Eigel St (herein known as the property).

## I. SCOPE OF SERVICES

- A. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the Client with information regarding the general condition of the Property at the time of inspection.
- B. In exchange for the inspection fee (\$496.00) paid by the Client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission. Inspector will attempt to identify major defects and problems with the Property. However, Client acknowledges that the Inspection Report may not identify all defects or problems.
- C. The inspection is limited to those items which are easily accessible, seen, viewed or capable of being approached, entered and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. The Inspector will not climb over obstacles, move furnishings or large, heavy, or fragile objects, remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. The inspector will not turn on decommissioned equipment, systems, utility services. Systems, components and conditions which are not specifically addressed in the Inspection Report are excluded.
- D. The Inspection Report may indicate one of the following opinions of the Inspector regarding a particular item:
  - 1. The item is performing its intended function, achieving an operation, function or configuration relative to accepted industry standard practices with consideration of age and normal wear and tear from ordinary use at the time of the inspection;
  - 2. The item is in need of replacement, maintenance or repair; or
  - 3. Further evaluation by an expert is recommended.

## II. INSPECTION REPORT

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

## III. DISCLAIMER OF WARRANTIES

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

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

#### IV. LIMITATION OF LIABILITY

BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTOR IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING HOME INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY, THE INSPECTOR WOULD BE FORCED TO CHARGE CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S SERVICES. CLIENT ACKNOWLEDGES BEING GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF HIS OR HER OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE PAID BY THE CLIENT. \$496.00

#### V. DISPUTE RESOLUTION

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

## VI. ATTORNEY'S FEES

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

#### VII. EXCLUSIVITY

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

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

Client Signature:	 Date: <u>04/27/2022</u>
Inspector: Jon Howell	

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

4329 Eigel St	Houston	77007
Inspected Address	City	Zip Code

## **SCOPE OF INSPECTION / AGREEMENT**

- A. This inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection report unless specifically noted in Section 5 of this report.
- B. This inspection is limited to those parts of the structure(s) that are visible and accessible at the time of the inspection. Examples of inaccessible areas include but are not limited to (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). Inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.
- C. Due to the characteristics and behavior of various wood destroying insects, it may not always be possible to determine the presence of infestation without defacing or removing parts of the structure being inspected. Previous damage to trim, wall surface, etc., is frequently repaired prior to the inspection with putty, spackling, tape or other decorative devices. Damage that has been concealed or repaired may not be visible except by defacing the surface appearance.

  The WDI inspecting company cannot guarantee or determine that work performed by a previous pest control company, as indicated by visual evidence of previous treatment, has rendered the pest(s) inactive.
- D. If visible evidence of active or previous infestation of listed wood destroying insects is reported, it should be assumed that some degree of damage is present.
- E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
- F. THIS IS NOT A STRUCTURAL DAMAGE REPORT OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.
- G. If termite treatment (including pesticides, baits or other methods) has been recommended, the treating company must provide a diagram of the structure(s) inspected and proposed for treatment, label of pesticides to be used and complete details of warranty (if any). At a minimum, the warranty must specify which areas of the structure(s) are covered by warranty, renewal options and approval by a certified applicator in the termite category. Information regarding treatment and any warranties should be provided by the party contracting for such services to any prospective buyers of the property. The inspecting company has no duty to provide such information to any person other than the contracting party.
- H. There are a variety of termite control options offered by pest control companies. These options will vary in cost, efficacy, areas treated, warranties, treatment techniques and renewal options.
- I. There are some specific guidelines as to when it is appropriate for corrective treatment to be recommended. Corrective treatment may only be recommended if (1) there is visible evidence of an active infestation in or on the structure, (2) there is visible evidence of a previous infestation with no evidence of a prior treatment.
- J. If treatment is recommended based solely on the presence of conducive conditions, a preventive treatment or correction of conducive conditions may be recommended. The buyer and seller should be aware that there may be a variety of different strategies to correct the conducive condition(s). These corrective measures can vary greatly in cost and effectiveness and may or may not require the services of a licensed pest control operator. There may be instances where the inspector will recommend correction of the conducive conditions by either mechanical alteration or cultural changes. Mechanical alteration may be in some instances the most economical method to correct conducive conditions. If this inspection report recommends any type of treatment and you have any questions about this, you may contact the inspector involved, another licensed pest control operator for a second opinion, and/or the Structural Pest Control Service of the Texas Department of Agriculture.

4329 Eigel St	<u> Houston</u>	77007
Inspected Address	City	Zip Code

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

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

29 Eigel St	HOU	ston		77007	
Inspected Address		City		Zip (	Code
1A. SHARPEYE PEST CONTROL	<u>L</u> 1	в. <u>0773025</u>			
Name of Inspection Company		SPC	S Business License Nu	umber	
1C. 1305 Edwinstowe Ln	Houston	Texas	77043	713	3-730-3151
Address of Inspection Company	City	State	Zip		Telephone No
1D. <u>Jon Howell</u>		1E. Certi	fied Applicator		(check one )
Name of Inspector (Please Print)		Tech	nician	$\checkmark$	
1F. Thursday, April 21, 2022					
Inspection Date				_	_
2. Mimi Fang		Seller 🗆 Agent	Buyer 🗹 Mana	gement Co. [	Other 🗆
Name of Person Purchasing Inspection					
3. N/A Owner/Seller					
4. REPORT FORWARDED TO: Title Comp (Under the Structural Pest Control re				gent 🗹	Buyer 🗹
(Orider the Ottablarar 1 est Control 10	ogulations only the purchaser of the	ne service is required to recer	ve a copy)		
The structure(s) listed below were inspected in a subject to the conditions listed under the Scope of				st Control Sei	rvice. This report is
,	,	J	.,		
<ol><li>List structure(s) inspected that may</li></ol>	y include residence, detac	ched garages and othe	r structures on the	e property.	. (Refer to Part
Scope of Inspection):				۵)	
Main House (Evoluding all Date)	ahad Ctruaturaa Chada (	Chruba Traca Darna I	Tanaga and Dagle		
☑ Main House (Excluding all Detached Ga					Fances and
□Main House & Detached Ga					, Fences and
□ Main House & Detached Ga Decks) □ Other Inspected Structures: N/A  5B. Type of Construction: Foundation: Slab ☑ Pier and Beam □ Pier	er Type: $N/A$	Detached Structures, S  Basement □ Other □:	Sheds, Shrubs, Tr N/A	rees Barns	, Fences and
☐ Main House & Detached Ga Decks) ☐ Other Inspected Structures: N/A  5B. Type of Construction:	er Type: N/A  Stone Stucco Other  Metal Tile Other : I	Detached Structures, S  Basement □ Other □: □  □: N/A  N/A  estroying insects: NO TRE  spot □ Bait	N/A  ATMENT PERFO	ees Barns	
☐ Main House & Detached Ga  Decks) ☐ Other Inspected Structures: N/A  5B. Type of Construction: Foundation: Slab ☑ Pier and Beam ☐ Pier Siding: Wood ☐ Hardie Plank ☑ Brick ☐ Roof: Composition ☑ Wood Shingle ☐  6A. This company has treated or is treating the s	er Type: N/A  Stone Stucco Other  Metal Tile Other : 1  Structure for the following wood don't was: Partial	Basement ☐ Other ☐: ☐  : N/A N/A estroying insects: NO TRE	N/A  ATMENT PERFO	ees Barns  ORMED A	AT THIS TIME
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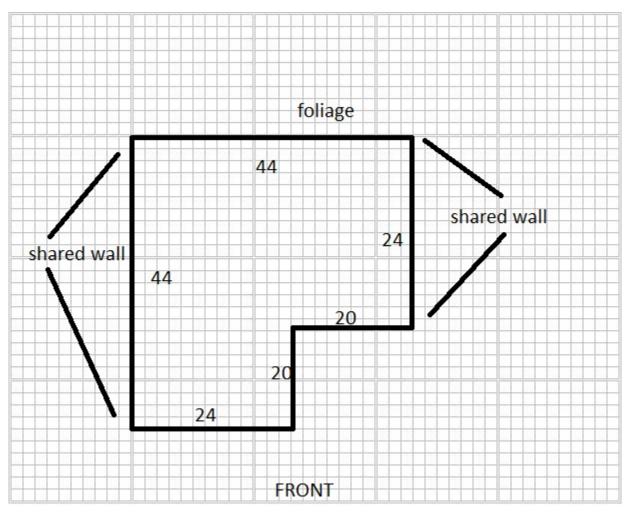
329 Eigel St			_ Hou	ston	0.,			77007	
Inspected	1 Address				City			Zip Code	
9A. Were any areas of the pro (Refer to Part B & C, Scope o	f Inspection)	If "Yes" specify in 9B.		Yes 🗹	No [	<b>_</b>			
9B. The obstructed or inacces	_			U			_		
Attic		Plumbing Areas	☑	Planter	box abuttin	g structure	□	Slab Joints	☑
Attic Partially Accessible		Bath-trap(s)	☑	Below o	r Behind H	igh Soil Grade	□	Cracks in Sla	_
Insulated areas of attic		Construction Voids	☑			act with Structu		Crawl Space	
Inside Eaves	$\overline{\square}$	Recent Renovation(	· · —			ffects / Furnitur		Sub Floors	
Deck		Blocked/Stored Area				o Structure		Weepholes	
Behind Storage in Garage		Under Floor Coverin	·		•	ally Accessible		Heavy Foliag	je 🗆
Raised Concrete, Brick ar		` ,				Tile Enclosures			
Behind Foundation Beam		•	☑		Cabinetry				
Behind Wood Paneling (W		ıg}		Foundat	ion Corner	Pops			
Foundation Plumbing Pen	_								
Other	Ш	Specify:							
10A. Conditions conducive to (Refer to Part J, Scope of Insp				Yes 🗹	No [				
10B. Conducive Conditions in									
Wood to Ground Contact (G)		Standing Water in	n Crawl Space	e (SW)	] wo	od Pile in Contac	t with Structure	e or within Dripline (C	Q) 🗆
Formboards left in place (I)		Planter box abutti	ing structure (	(O)	] wo	oden Fence in Co	ontact with the	Structure (R)	
Excessive Moisture (J)		Debris under or a	round structu	re (K)	] Foo	oting soil line too l	high (L)		
Footing soil line too low (L)		Insufficient ventila	ation (T)		] Tre	e Branches in Co	ntact with Roo	f Structure (TB)	
Heavy Foliage (N)	$\checkmark$	Wood Rot (M)			] Flo	werbed Wood Fo	rmers within Di	ripline (F)	
Other (C)		Specify Other:							
Other: Wood Fence within Dri	ip Line (Cond	ucive by Design) (WF)							
Other: Wood Deck in Contact	with Structure	e (Conducive by Design)	(WD)						
Other: Planter Box abutting St	tructure (Con-	ducive by Design) (OD)							
Other: Wood in concrete expa	ansion joints.	(Conducive by Design)	$\overline{\checkmark}$						
Other: Plumbing penetrations	(Conducive b	y Design)	$\overline{\mathbf{V}}$						
11. Inspection Reveals Visible	e Evidence in	or on the structure:		Active	Infestation	Previous	Infestation Prev	vious Treatment	
11A. Subterranean Termites				Yes	No 🗹	Yes 🗆	No 🗹	Yes 🔲 No	abla
11B. Drywood Termites				Yes 🗌	No 🗹	Yes 🗆	No 🗹	Yes No	$   \overline{\checkmark} $
11C. Formosan Termites				Yes 🗆	No 🗹	Yes 🗆	No 🗹	Yes No	
11D. Carpenter Ants				Yes 🗌	No 🗹	Yes 🗆	No 🗹	Yes 🔲 No	
11E. Other Wood Destroying Specify:	Insects			Yes 🗌	No 🗹	Yes 🗌	No 🗹	Yes 🔲 No	
11F. Explanation of signs of p	revious treatr	nent (including pesticides	s, baits, existi	ng treatme	nt stickers or	other methods) is	dentified:		
11/11	<u>,                                      </u>	has bee	en observed i		ing aroos: N	I/A			
11G. Visible evidence of: $N/A$	Α	1183 Det	011 00001 100 1	n the follow	ilig aleas. IN	77.1			
If there is visible evidence of a property inspected must be no	active or previ	ious infestation, it must becond blank. (Refer to Pa	e noted. The	type of ins scope of Ins	ect(s) must be pection)	oe listed on the fire	st blank and all	l identified infested a	reas of th
If there is visible evidence of a property inspected must be no 12A. Corrective treatment reco	active or previoted in the se	ious infestation, it must becond blank. (Refer to Pa or active infestation or evi	e noted. The art D, E & F, S idence of prev	type of ins scope of Ins	ect(s) must be pection)	oe listed on the fire	st blank and all	_	_
If there is visible evidence of a property inspected must be no 12A. Corrective treatment reco	active or previoted in the se ommended for 11. (Refer to	ious infestation, it must b cond blank. (Refer to Pa or active infestation or evi Part G, H and I, Scope o	e noted. The art D, E & F, S idence of prev of Inspection)	type of ins Scope of Ins vious infest	ect(s) must be spection) ation with no	prior treatment	Yes 🗆	] No	<b></b>

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#### Diagram of Structure(s) Inspected

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

Other(s) - Specify



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

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

#### Statement of Purchaser

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

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

Signature of Purchaser of Property or their Do	esignee	Date	
☐ Customer or Designee not Present	Buyers Initials		

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





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#### WOOD-DESTROYING INSECT INSPECTION AGREEMENT

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

- 1. Property Address. The address of the property to be inspected is: 4329 Eigel St Houston, TX 77007 ("Property").
- 2. <u>Fee.</u> The fee for the inspection service has been included in the cost of the home inspection to be performed by A-Action Realty Inspection Services, LLC. By signing this Agreement, Client acknowledges that A-Action Realty Inspection Services, LLC and Acme Pest Control are separate and distinct entities.
- 3. <u>Purpose.</u> The purpose of the inspection is to attempt to detect the presence of wood-destroying insects by performing a visual inspection of the Property without removing or defacing any part of the structure.

#### 4. Scope of Inspection.

- A. The inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection.
- B. The inspection is limited to those parts of the structure that are visible and accessible at the time of the inspection. Examples of inaccessible areas include, but are not limited to, the following: (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). The inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.
- C. Client understands and agrees that due to the characteristics and behavior of various wood destroying insects, the inspection may not detect the presence of infestation because the Inspection Company is unable to deface or remove parts of the structure being inspected. Client understands that often, previous damage to trim, wall surface, etc., is frequently concealed with putty, spackling, or other decorative material. Therefore, wood-destroying insects are often not discoverable until sheetrock or other coverings are removed.
- D. If visible evidence of active or previous infestation of wood destroying insects is reported, it should be assumed that some degree of damage is present.
- E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
- F. THE INSPECTION IS NOT A STRUCTURAL DAMAGE INSPECTION OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.
- 5. Report. The CLIENT will be provided with a written report of the INSPECTION COMPANY's visual observations and opinions. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the Property. By signing this Agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.
- 6. <u>Exclusivity.</u> The report is intended for the sole, confidential and exclusive use and benefit of the CLIENT and the INSPECTION COMPANY has no obligation or duty to any other party. INSPECTION COMPANY accepts no responsibility for use by third parties. There are no third party beneficiaries to this Agreement. This Agreement is not transferable or assignable.

#### 7. LIMITATION OF LIABILITY.

IT IS UNDERSTOOD THE INSPECTION COMPANY IS NOT AN INSURER AND THAT THE INSPECTION AND REPORT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF ANY KIND. BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTION COMPANY IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING WOOD-DESTROYING-INSECT INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY, THE INSPECTION COMPANY WOULD BE FORCED TO CHARGE CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S SERVICES. CLIENT ACKNOWLEDGES BEING GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF HIS OR HER OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE (\$496.00) PAID BY THE CLIENT OR \$500.00, WHICHEVER IS GREATER. THE CLIENT AGREES TO HOLD THE INSPECTION COMPANY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, AND EXPENSES INCIDENT THERETO FOR INJURIES TO PERSONS AND FOR LOSS OF, DAMAGE TO, DESTRUCTION OF PROPERTY, COST OF REPAIRING OR REPLACING, OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS INSPECTION.

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

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

Client Signature:		Date: <u>04/27/2022</u>
Inspector: Jon Howell	Date: 04/27/2022	