

PROPERTY INSPECTION REPORT



Time: 2:00 pm

Age or year built: 2010 Size: 3287 sq. ft.



PROPERTY INSPECTION REPORT

Confidential Home Inspection Report

This Report is nontransferable, and this inspector will not be liable to third parties.

Prepared For:

Ms. Edwina E Ibem

21415 Sierra Long Dr. Richmond Texas 77407

(Address or Other Identification of Inspected Property)

FRANK ENGLISH

10403

5/8/2022

(Name and License Number of Inspector)

(Date)

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

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

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

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

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

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods.

Promulgated by the Texas Real Estate Commission (TREC) P.O. Box 12188, Austin, TX 78711-2188 (512)936-3000
(<http://www.trec.texas.gov>). REI 7-6 (Revised 08/9/2021)

Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

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

TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES

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

- malfunctioning, improperly installed, or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens, and exterior areas.
- Malfunctioning arc fault protection (AFCI) devices.
- Ordinary glass in locations where modern construction techniques call for safety glass.
- malfunctioning or lack of fire safety features such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms.
- Malfunctioning carbon monoxide alarms.
- Excessive spacing between balusters on stairways and porches.
- Improperly installed appliances.

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- Improperly installed or defective safety devices; and
- Lack of electrical bonding on gas piping, including corrugated stainless-steel tubing (CSST).

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

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

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

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

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

All comments below in red letters mean attention repair or replacement.

All comments below in blue is for F.Y.I. However please read entire report.

The following definitions of comment descriptions represent this inspection report. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, unit or component should be considered before you purchase the property. All comments by the inspector should be considered before purchasing this home.

UNDERSTANDING BOXES AND ABBREVIATIONS IN THE REPORT BELOW

Inspected (IN) = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI) = I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Not Present (NP) = These item, component or unit is not in this home or building.

Repair or Replace (D) = These item, component or unit is not functioning as intended, or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

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Conditions that are located in concealed or inaccessible portions of the premises, such as items that are underground or contained within fixtures, walls, or with other closed portions of the building, or concealed by furnishings, personal property or vegetation/foilage. Building code or zoning ordinances Geological stability or soil condition Structural stability or engineering analysis Termites, pest or other wood destroying organism Asbestos, radon, formaldehyde, lead, water or air quality Electromagnetic radiation any environmental hazards Building value appraisal or cost estimates Condition of detached buildings Pool or spa bodies and underground piping Private water or private sewage systems Saunas, steam baths, or fixtures and equipment Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls Water softener/purifier systems or solar heating systems Furnace heat exchangers, freestanding appliances, security alarms and personal proper Adequacy or efficiency of any system or component Prediction of life expectancy of any item (Some of the items above may be included in this inspection for additional fees, check with your inspector)

Scope of Inspection

The scope of the inspection and the report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report, which may need immediate repair. The inspection will be performed in compliance with the Texas Real Estate Commission's standards of practice, a copy of which is available upon request.

Outside the Scope of Inspection

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, This inspector will not dismantle. Client assumes all the risk for all conditions which are concealed from view at the time of the inspection. Whether concealed or not, the following are outside of the scope of the inspection. This is not a home w be required by law. Your inspector is a home inspection generalist and is not acting as a licensed engineer.

If your inspector recommends consulting other specialized experts, the client must do so at His/her expense. warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law. Your inspector is a home inspection generalist and is not acting as a licensed engineer. If your inspector recommends consulting other specialized experts, the client must do so at His/her expense.

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

- Present at Inspection: [x] Buyer [] Buyer’s Agent [] Listing Agent [] Occupant
Building Status: [x] Vacant [] Owner Occupied [] Tenant Occupied [] Other
Weather Conditions: [x] Fair [] Cloudy [] Rain [x] Sunny
Utilities On: [x] Yes [] No Water [] No Electricity [] No Gas
Access to Home: Arrival Temperature -94 - Departure Temperature -94 -

This Home is facing the: North

This Condo. Is facing the: Choose an item.

This Townhome is facing the: Choose an item.

This Manufactured Home is facing the: Choose an item.

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I. STRUCTURAL SYSTEMS

A. Foundation

I NI NP D

Type of Foundation: Post tension foundation.

Comments: Foundation appear to be performing as intended, there is a corner pop that need to be repaired as shown below, they do not affect the performance of the foundation but can allow termites to enter the home undetected.



(An opinion on foundation performance is mandatory)

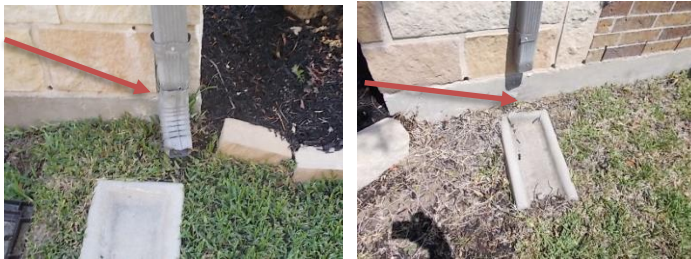
Note: Weather conditions, drainage, underground leaks, erosion, trees/vegetation, and other adverse factors can affect the structure allowing differential movement to occur. This inspector's opinion is based on visual observations of accessible and unobstructed areas of the structure at the time of the inspection. Future performance of the structure cannot be predicted or warranted. This was not a structural engineering survey nor was any specialized testing done of any sub-slab plumbing systems during this limited visual inspection. In the event that structural movement is observed, the client is advised to consult with a Structural Engineer or foundation specialist who can isolate and identify causes, and determine what corrective steps, if any, should be considered to either correct and/or reduce structural movement.

I NI NP D

B. GRADING & DRAINAGE/Gutter System

Comments: Grading and drainage appears to be adequate at the time of inspection.

Comments: This gutter down spout has a loose elbow and the other one is missing.



Soil level is too high on wall across the front of the home.



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Note: This inspection does not include the efficiency or operation of underground or surface drainage systems, detention/retention ponds, area hydrology or the presence of underground water. Grading and drainage was examined around the foundation perimeter only. Information as to where this property lies in reference to the flood plain is not determined by this inspection.

If this home does not have a gutter drainage system installed, I recommend that one be installed. It is not a requirement, but it will help remove unwanted water away from the foundation.

I NI NP D

 C. ROOF COVERING MATERIALS

Type of Roof Coverings: Composition Shingles

Viewed From: Ladder at the eave.

Comments: Unable to locate any immediate roof problems.

Note: (This inspector is not a roofing expert. Client should have a roofing company inspect the roof for further evaluation if the inspector recommends it or if the Client so chooses. This inspection is not meant to determine the remaining life of the roof covering, age of the roof covering, identify latent hail damage, determine the number of layers of roof covering material, or provide an exhaustive list of previous repairs and locations of water penetrations/leakage. Roof covering life expectancies can vary depending on several factors (i.e. sun, wind, rain, etc.). The visual inspection of the roof covering thus does not preclude the possibility of leakage. The roof covering will be viewed from the ground if the inspector may damage the roof covering or cannot safely reach or stay on the roof surface.

I NI NP D

 D. ROOF STRUCTURE AND ATTIC.

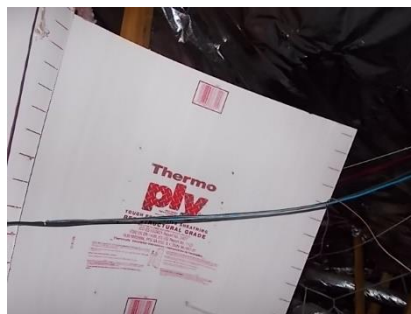
Viewed From: Comments: Attic was viewed from catwalk/safe deck.

How was the Attic accessed? Used build in ladder on door.

Attic Ventilation: Attic ventilation appears to be sufficient.

Approximate Average Depth of Insulation: 11 to 12" This depth is sufficient.

Approximate Average Thickness of Vertical Insulation Choose an item.

Comments: Thermo-ply need to be nailed back to the wall in the attic.

Note: It is considered beyond the scope of this inspection and unsafe to enter attics and unfinished spaces where access is less than 22" x 30", head room is less than 30", operate power ventilators, or provide an exhaustive list of locations of water penetrations. Current building code calls for a minimum of R-30 insulation, or 9-10" (more in colder climates). However, a principle of energy efficient building in hot, humid climates such as Houston is to utilize less insulation (R-19/6"-8") with a radiant barrier on the attic ceiling.

Legend: I = Inspected

NI = Not Inspected

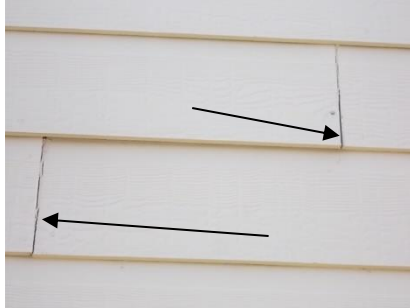
NP = Not Present

D = Deficient

I NI NP D

E. Walls (Interior & Exterior)

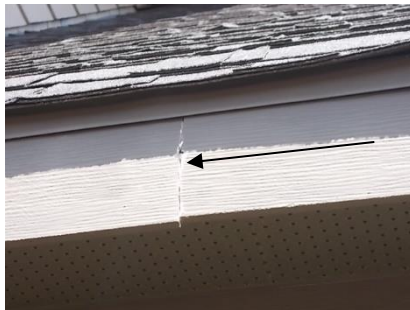
Comments: Siding joints at the back of the home need to be sealed.



Trim on exterior walls over the patio is loose and cracked. Need to be replaced.



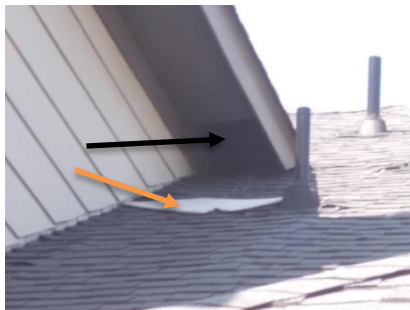
On the west side of the home fascia trim board is cracked.



I NI NP D

F. CEILINGS AND FLOORS

Comments: Soffit had come loose at the back of the home. Need repair.



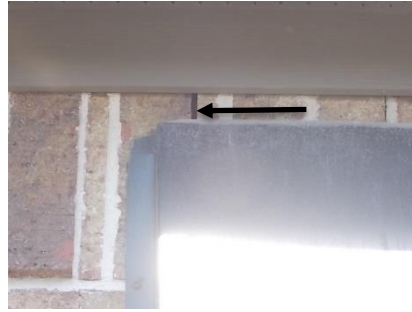
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This expansion joint on the west side of the home needs to be sealed.



I NI NP D

G. DOORS (Interior & Exterior)

Comments: Metal lintel over the front door is beginning to rust. Need to be painted.

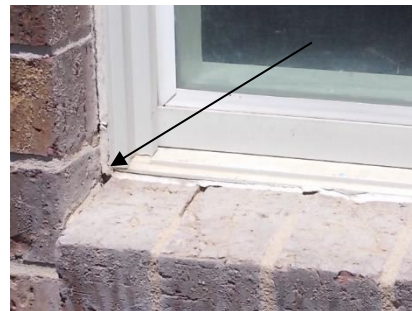
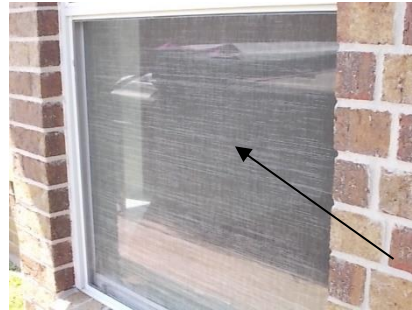


Note: If this home has an attached garage the door that separates the garage and living space should be a solid core fire rated door.

I NI NP D

H. WINDOWS:

Comments: Some windows have deteriorated and missing screens that need to be replaced and cracks sealed at the bricks.



I NI NP D

I. STAIRWAYS: (Interior and Exterior)

Comments: Choose an Item

I NI NP D

J. FIREPLACES and CHIMNEYS

Comments: Choose an item.

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I NI NP D

K. PORCHES, BALCONIES, DECKS, AND CARPORTS

Comments: Choose an item.

Note: Structural load capabilities were not inspected beyond the scope of a home inspector.

I NI NP D

L. Other

Comments:

II. ELECTRICAL SYSTEMS

A. SERVICE ENTRANCE AND PANELS

I NI NP D

Comments: All appear to be okay in breaker panel at the time of inspection.

Comments: Main panel need to be sealed at the wall.



Service Entrance Type: Service Drop Service Lateral

Deficiencies: Yes No

Main Panel Enclosure Location: Exterior wall of the home.

Main Service Disconnect Installed: Yes No

Arc fault breakers present: Yes No

Main Ground wire and rod: Wire is loose from the rod, need repair.



100 amps 125 amps 150 amps 200 amps none (6 handles max)

Electrical bonding on gas piping located, See comments box below.

Yes No Unable to locate or determine if present.

Note: It is beyond the scope of the inspection to determine present or future sufficiency of service capacity amperage, voltage, or perform voltage drop calculations; determine accuracy of the labeling; operate and verify effectiveness of overcurrent devices.

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I NI NP D

B. BRANCH CIRCUITS, CONNECTED DEVICES AND FIXTURES

Type of wiring: Copper

Comments: Receptacles in the master bathroom and guest bathroom is loose on walls.



I NI NP D

L. Other

Comments: This receptacle on the garage is loose on the wall.



Comments: This receptacle on the back patio is missing the cover and need repair.



Comments: Light fixture in the master does not work.



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This light fixture in the closet of the second-floor closet is hanging by the wires.
Need repair.



This electric wire need conduit replaced it is too short and has exposed wires.



III. HEATING, VENTING AND AIR CONDITIONING SYSTEMS

I NI NP D

A. HEATING EQUIPMENT:

Type of System: century Heating Unit (1)

Energy Source: Gas furnace

Comments: The furnace appears to be performing as intended at the time of inspection.

I NI NP D

Type of System: century Heating Unit (2)

Energy Source: Electric

Comments: The furnace appears to be performing as intended at the time of inspection.

I NI NP D

Type of System: century Heating Unit (3)

Energy Source: Choose an item.

Comments: Choose an item.

Note: Gas fired heat exchangers cannot be thoroughly inspected without disassembly, so I recommend it be checked by a qualified HVAC repairman prior to winter start up.

I NI NP D

B. COOLING EQUIPMENT

Type of System: Central Air conditioner unit (1)

Comments: A/C unit appears to be working as intended at the time of inspection.

Comments: Primary drain line is stopped up and needs to be corrected.

A/C Supply Temp. _61_

A/C Return Temp. _75_

Differential Temp. _14_

Legend: I = Inspected

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Note: If differential is below 14 or above 22 services or repair is needed.

I NI NP D

Type of System: Central Air conditioner unit (2)

Comments: Choose an item.

A/C Supply Temp. _60_

A/C Return Temp. _76_

Differential Temp. _16_

Note: If differential is below 14 or above 22 services or repair is needed.

I NI NP D

Type of System: Central Air conditioner unit (3)

Comments: Choose an item.

A/C Supply Temp. __

A/C Return Temp. __

Differential Temp. __

Note: If differential is below 14 or above 22 Service or repair is needed. According to A/C manufactures If supply temperature and return temperature is between 14degrees and 22 degrees the units is operating as Intended.

I NI NP D

C. DUCT SYSTEM, CHASES, AND VENTS:

Comments: All A/C ducts appears to be okay at the time of inspection.

I NI NP D

L. Other

Comments:

IV. PLUMBING SYSTEM

I NI NP D

A. WATER SUPPLY, DISTRIBUTION SYSTEM AND FIXTURES

Comments:

Type of supply piping material: Plastic

Location of water meter: Front of home

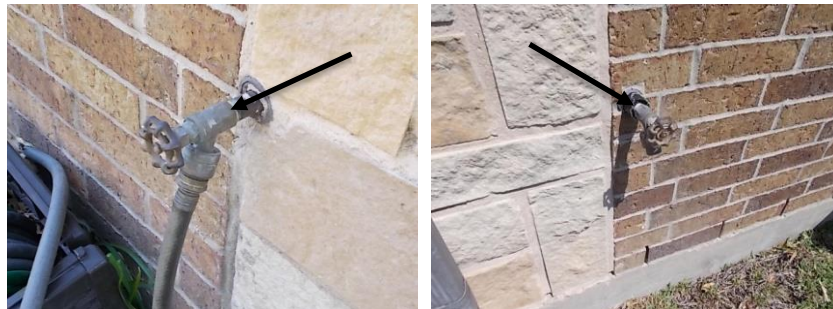
Location of main water supply valve: Utility room.

Static water pressure reading: -58 - P.S.I. At the time of Inspection.

I NI NP D

Outside Hose Bibs

Comments: All hoses bibs need to be insulated.



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I NI NP D

B. DRAINS, WASTES, AND VENTS

Comments: Choose an Item

Type of drain piping material PVC

Note: It is recommended that all outside hose bibs have anti-siphon device installed on them, to prevent cross connection and water contamination.

I NI NP D

C. WATER HEATING EQUIPMENT

Comments: Water heater appears to be working as intended at the time of the inspection.

Energy Source: Gas

Capacity: Two 40 gallon

Hot Water Temperature -120 - Degrees approximately

Water Heater Location: Attic

Note: Hot water above 120 degrees could cause burns.

KITCHEN SINK AND FAUCETS:

I NI NP D

Comments: Choose an item.

I NI NP D

Lavatory Master Bath:

Comments: Twin lavatories the one on the right have stopper linkage broken, need repair.



I NI NP D

Toilet Master Bath:

Comments: Choose an item.

I NI NP D

Lavatory Children Bath:

Comments: Choose an item.

I NI NP D

Toilet Children Bath:

Comments: Choose an item.

I NI NP D

Half Bath Lavatory:

Comments: Choose an item.

I NI NP D

Half Bath toilet:

Comments: Choose an item.

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I NI NP D

Shower Master Bath:

Comments: Choose an item.

I NI NP D

Shower Children Bath:

Comments: Choose an item.

I NI NP D

D. HYDRO-MASSAGE THERAPY EQUIPMENT:

Location of Required GFCI for hydro-massage therapy equipment.

Comments: Inside the bathroom closet.

Note: New standards require that motor and plumbing pipe be accessible. If door or access panel is not visible one needs to be installed or whereabouts should be verified with current owner.

I NI NP D

E. Gas Distribution systems and Gas Appliances

Comments: Main supply line visual inspection only.

Location gas meter: On the Right side of the home.

Type of gas distribution piping material: Galvanize Pipe

I NI NP D

F. Other

Comments: Choose an item.

V. APPLIANCES:

I NI NP D

A. Dishwasher

Comments:

Note: New standards require that an air gap device be installed to avoid water cross contamination, dirty water can be siphoned back into dishwasher from sink or disposer.

I NI NP D

B. Food Waste Disposer:

Comments: Choose an item.

I NI NP D

C. Range Hood and Exhaust Systems:

Comments:

I NI NP D

Downdraft and Exhaust Systems:

Comments:

I NI NP D

D. Range, and ovens

Comments: Anti-tip device is missing behind the stove; I recommend that one be installed.



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Note: To test oven, the oven should be set at 350 degrees it should achieve 350 degrees not less than 340 degrees and not more than 360 degrees this a 10 degree range + or – 350 degrees if test is in this range it is operating as designed. Also, oven should have an anti-tipping device install behind it. When door is open a child could stand on door and cause it to tip over and cause an injury.

I NI NP D

Da. Upper Oven

Comments:

I NI NP D

Db. Lower Oven

Comments:

I NI NP D

E. Microwave Ovens:

Comments: Microwave appears to be working as intended at the time of inspection.

Note: Microwave inspection is a visual inspection for broken or missing parts that is visible, A test will be performed to test microwave heating ability by heating a container fill with water, any other test is beyond the scope of a home Inspector.

I NI NP D

F. Mechanical exhaust vents and bathroom heaters

Comments: Exhaust fan in the master bathroom will not run, needs repair or replacement.



Note: If exhaust fan is not installed at the time of Inspection, in older home they are not required if the bathroom has an openable window install.

G. Garage Door Operators

I NI NP D

I. Garage Door and Operator (1):

Comments: Choose an Item

I NI NP D

Ia. Garage Door and Operator (2):

Comments: Choose an Item

I NI NP D

Ib. garage Door and Operator (3):

Comments: Choose an Item

I NI NP D

C. Doorbell

Comments: Choose an item.

I NI NP D

J. Dryer Exhaust Systems

Comments: Choose an item.

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D = Deficient

I NI NP D

I NI NP D

I. Other

Comments: Choose an item.

H. Smoke Detectors

Comments: Three smoke detectors in the home have been removed. Need to be corrected.



Ha. Carbon monoxide Detector

Present Yes No

If not present I recommend Carbon monoxide detectors be installed.

Note: Smoke detectors should be installed in each bedroom and in the hallway outside of bedrooms. And detectors should be tested often.

I NI NP D

I NI NP D

I NI NP D

I NI NP D

I NI NP D

I NI NP D

VI. OPTIONAL SYSTEMS

A. Landscape Irrigation (Sprinkler) Systems

Comments: Choose an item.

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

Type of Construction: Choose an item.

C. Outbuildings

Comments: Choose an item.

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

Comments:

Type of pump: Choose an item.

Type of storage Equipment: Choose an item.

D. Outdoor Cooking Equipment

Comments: Choose an item.

E. Water Softener

Comments: Choose an item.

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D = Deficient

I NI NP D

F. Private Sewage Disposal System

Comments: This home inspector do not inspect septic tanks and private sewage systems.

I NI NP D

G. Other

Comments: The fence have some loose pickets that need to be nailed.



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The address of the property is: *reportinfo.address1* *reportinfo.address2* *reportinfo.city* *reportinfo.state* *reportinfo.zip*

Fee for the home inspection is \$*reportinfo.price*. INSPECTOR acknowledges receiving a deposit of \$_____ from CLIENT.

THIS AGREEMENT made on *reportinfo.date* by and between *reportinfo.inspector* (Hereinafter “INSPECTOR”) and the undersigned (hereinafter “CLIENT”), collectively referred to herein as “the parties.” The Parties Understand and Voluntarily Agree as follows:

- INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller’s disclosure.
- Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.
- The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no REI 7-6 (08/09/2021)

Legend: I = Inspected

NI = Not Inspected

NP = Not Present

D = Deficient

responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here: _____.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

10. HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claims by reason of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

This property inspection is not an exhaustive inspection of the structure, systems, or components. The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in REI 7-6 (08/09/2021)

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use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION.

When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified

service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods. Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

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

the meaning of the information in this report.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

FOR INSPECTOR

10-27-08

APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC) P.O. BOX 12188, AUSTIN, TX 78711-2188

TEXAS REAL ESTATE CONSUMER NOTICE
CONCERNING HAZARDS OR DEFICIENCIES

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

improperly installed or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens, and exterior areas.

improperly installed or missing arc fault protection (AFCI) devices for electrical receptacles in family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreations rooms, closets, hallways, or similar rooms or areas.

REI 7-6 (08/09/2021)

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ordinary glass in locations where modern construction techniques call for safety glass.

the lack of fire safety features such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms.

excessive spacing between balusters on stairways and porches.

improperly installed appliances.

improperly installed or defective safety devices; and

lack of electrical bonding and grounding.

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

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

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

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx>)

Additional Comments

If you have any questions about this home report, call 713-825-4513

Thank You

Frank English, Professional Inspector Lic. # 10403

Eye to Eye Home Inspection

www.eyetoeyeinspections.com

(713)-825-4513