

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



**Providing Peace of Mind,
One Home at A Time,
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INSPECTION GROUP

FIG Services LLC d/b/a FOX INSPECTION GROUP

Property Inspection Report #6/18/2022711 East 19th Street
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TREC Inspectors # 1718,10503, 20283, 20975, 20994, 21225, 21735, 22779, 22780, 22850, 22922, 24370

Mold Assessment Company ACO1129, Mold Assessment Consultant MAC1452

Mold Assessment Technicians MAT#'s 1197, 1198, 1203, 1224, 1240, 1246, 1256

SBCCI Registered Building Inspector #5939

SBCCI Registered Mechanical Inspector # 1739

Exterior Design Institute (EDI) TX-111, TX-116, TX-119

ICC Building Inspectors # 1052678-B5, #5294898-B5

State of Texas Registered Code Enforcement Officer # CE1858

ICC Residential Combination Inspectors # 1052678-R5, #5294898-R5

ICC Residential Building Inspectors # 5167093-B1, #5294898-B1

ICC Mechanical Inspectors # 1052678-M5, #5294898-M5, 5230842-M1

Texas Department of Insurance VIP Certificate #20110061045

SBCCI Registered One & Two Family Dwelling Code Certified Inspector #1863 & #2185

Infrared Thermographers



PROPERTY INSPECTION REPORT FORM

<u>Dawnia Willis</u>	<u>6/18/2022</u>
<i>Name of Client</i>	<i>Date of Inspection</i>
<u>711 East 19th Street, Houston, TX 77008</u>	
<i>Address of Inspected Property</i>	
<u>Grant Miller</u>	<u>20975</u>
<i>Name of Inspector</i>	<i>TREC License #</i>
<u> </u>	<u> </u>
<i>Name of Sponsor (if applicable)</i>	<i>TREC License #</i>

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

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

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

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

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

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

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

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

Highest Priority Items are printed in bold print.

For reference: The front of the unit faces South

Description: 2 Story, Wood Framed, Single Family Home; Brick, Cement Board, Wood Exterior, Composition Roof, Attached Garage.

Weather Conditions: Partly Cloudy

Approximate Outside Temperature: 90's

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

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I=Inspected

NI=Not Inspected

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D=Deficient

I	NI	NP	D
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I. STRUCTURAL SYSTEMS

I
 NI
 NP
 D
 A. Foundations

Type of Foundation(s): Slab on Grade
 Pier & Beam - Crawlspace
 Comments:

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

PIER & BEAM:

Crawl space ventilation is limited. This is a conducive condition for wood rot and mold if not corrected.

Spray foam insulation is present in the crawl space. This manner of insulation prevents full visual inspection of the sub-floor decking and floor joists.

A large amount of insulation has fallen onto the ground. Insulation makes good rodent nesting material, prevents full visual inspection below the house, hinders repair and service below the house, and holds a large amount of moisture which could result in finished floor damage.



No foundation vents with in 3 feet of corner.



Insulation below house has fallen at one or more locations.

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B. Grading and Drainage

Comments:

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

C. Roof Covering Materials

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

Viewed From: Drone

Comments:

ROOF SURFACE:

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

ROOF PENETRATIONS:

Storm collar not properly sealed on all house and water heater vent pipes.

GUTTERS & DOWNSPOUTS:

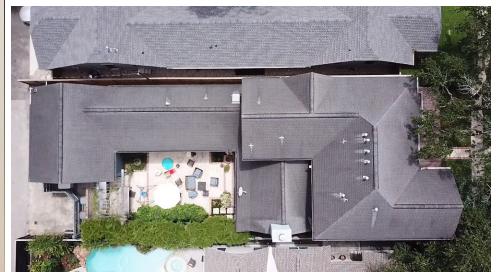
Observed one or more area(s) of damaged gutters.



Gutter damaged.



Storm collars caulked.



Drone photo of roof.

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D. Roof Structure and Attics

Viewed From: Safely accessible areas as deemed by the inspector
 Approximate Average Depth of Insulation: 12-14 Inches
 Comments:

ROOF STRUCTURE & FRAMING:

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

ATTIC ACCESS, LADDER & SERVICE WALKS:

Not all areas of the attic were accessible for inspection.

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I	NI	NP	D
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E. Walls

Comments:

INTERIOR WALLS:

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

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

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

Observed possible micro-organism growth in Laundry area which may be a concern due to increased awareness of environmental issues associated with molds. Recommend removal of all sheetrock containing visible mold growth plus an additional 2 feet surrounding area. This inspector does not inspect for and is not qualified to render opinions on any type of environmental or other biohazards. If this is a concern or potential concern, Fox Inspections recommends contacting our company or a qualified professional of your choice for further information/investigation.

WOOD:

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

CAULKING:

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

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

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INTERIOR WATER PENETRATION:

Possible from exterior window frames not properly caulked/sealed.



Seal exterior penetrations.



Caulk joints in siding.



Caulk trim.



Earth wood contact.



Seal joints in siding.



Microbial growth observed in Laundry area.

F. Ceilings & Floors

Comments:

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

I	NI	NP	D
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G. Doors (Interior and Exterior)

Comments:

INTERIOR DOORS:

One or more door knobs are loose.

One or more doors in the house will not latch;

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

One or more door hinges not secure and/or missing screws;

EXTERIOR DOORS:

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



Hinge is loose.



Door not square.

H. Windows

Comments:

WINDOWS:

Not all windows were operated/accessible in furnished residence.

One or more weather stripping is damaged.

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One or more weather stripping is damaged.

One or more weather stripping is damaged.

I. Stairways (Interior and Exterior)

Comments:

J. Fireplace & Chimney

Comments:

Not Checked/ Inspected; charcoaled wood in unit.



K. Porches, Balconies, Decks, and Carports

Comments:

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

L. Other

Comments:

Not present at time of inspection.

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II. ELECTRICAL SYSTEMS

X			X
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A. Service Entrance and Panels

Panel Locations: West Exterior Wall

In Garage

Materials and Amp Rating: Sub panel 100 Amp Copper

2 Main panels x 150 Amp Copper

Comments:

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

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

The dead-front is not secured with proper screws with blunted ends. Sharp ends can pierce electrical wire insulation.

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

BREAKERS:

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

WIRES:

Disconnected wiring in the panel.

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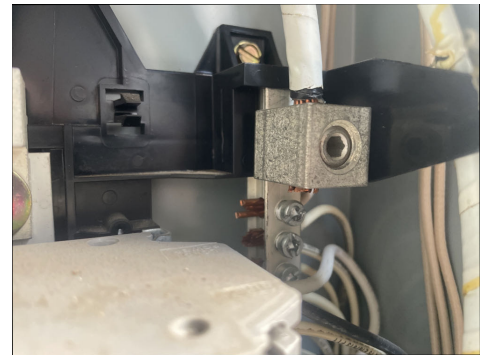
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Could not open gutter box middle screw was too rusted/ stripped.



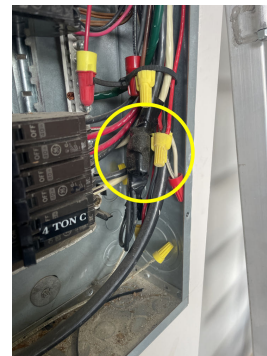
Sub panel is not labeled.



Multiple neutral wires on one screw.



Breaker in sub panel is broken.



Questionable wire connection in panel.

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I	NI	NP	D
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B. Branch Circuits, Connected Devices, and Fixtures

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

BRANCH WIRING:

GENERAC emergency power system including, but not limited to; generator unit, power distribution appliances, overcurrent devices, automatic operating system and other safety equipment associated with this system are specifically excluded from this report.

FIXTURES:

Landscape lighting not checked.

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

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

GFCI:

GFCI reset locations;Exterior, Garage, Kitchen, Wet bar, Baths.

OUTLETS:

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

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

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

Exterior outlet weatherproof cover damaged / missing;

FIRE PROTECTION EQUIPMENT:

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

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



Generator not checked/ inspected.



Light not operational.



Lights not operational.



Missing cover.



C. Other

Comments:

Not present at time of inspection.

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III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

A. Heating Equipment

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

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



First floor rear heater
 2009 Trane.

B. Cooling Equipment

Type of Systems: Forced Air Split System
 Mini Split System
 Comments:

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

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

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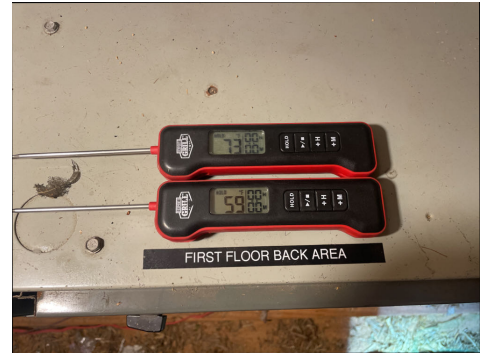
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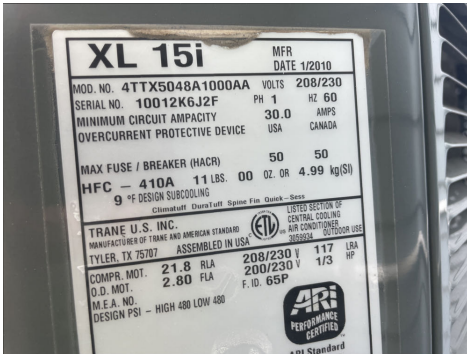
First floor rear condenser
2009 Trane 2 Ton R410a



First floor rear Evaporator coil
2009 Trane R410a



14 Degree Temperature Differential. Unit is not cooling well.



First floor front condenser
2010 Trane 4 Ton R410a



First Floor Front Evaporator coil
2015 Trane R410a



18 Degree Temperature Differential



Second floor condenser
2018 Trane 4 Ton R410a



Second floor Evaporator Coil
2009 Trane R410a



18 Degree Temperature Differential



Drain line missing elbow.

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C. Duct Systems, Chases, and Vents

Comments:

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

Excessive air loss around transition/coil/heater/plenum and/or damaged/loose ducts.

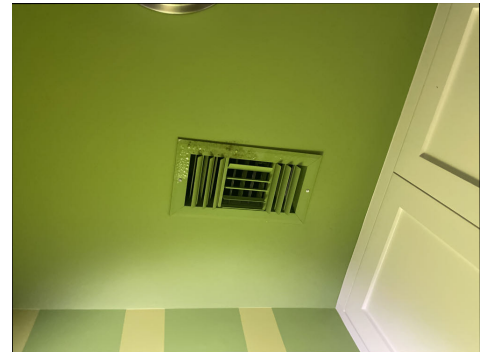
Excessive air loss/infiltration around duct board taped joints. Recommend sealing loose taped joints to prevent air loss/infiltration into/from the attic.



Air loss.



Media filters observed on all units.



Register in laundry was sweating/dripping water.

D. Other

Comments:

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I	NI	NP	D
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IV. PLUMBING SYSTEMS

A. Plumbing Supply, Distribution System and Fixtures

Location of Water Meter: Front of property
 Location of Main Water Supply Valve: East exterior wall of house
 Comments:

Static water pressure reading: 50 PSI

Type of supply piping material: Predominantly Copper

FAUCETS:

Faucet loose, not secured; Outdoor kitchen.

Leaks at base "O" rings, and/or stem washers; Tub spray wand.

TUBS:

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

Tub spray wand is a possible source of cross contamination of the water supply system. Unable to determine if proper ASME A112.18.3 backflow device is present per IRC 2006 P2708.4. Do not allow tub spray wand to be immersed in tub full of water.

Porcelain damaged/chipped on steel tub;

HOSE BIBS:

Hose-bib does not have code approved anti-backflow devices installed at all locations.



Insulate exterior pipe.



Stem washer leak at spray wand.



Stem washer leak drips below tub.

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Porcelain damage to Jack and Jill tub.



Low water pressure at Wet bar.

X			
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B. Drains, Wastes, Vents

Type of Drain Piping Material: PVC
Comments:

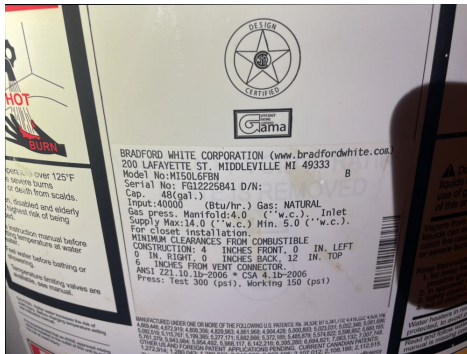
Hydrostatic pressure test of sewer lines was specifically excluded.

X			
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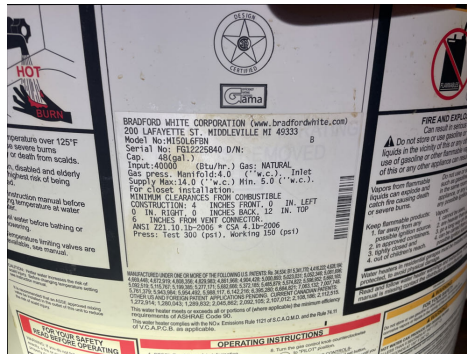
C. Water Heating Equipment

Energy Source: Natural Gas
Capacity: Unit is 40 gallons
Comments:

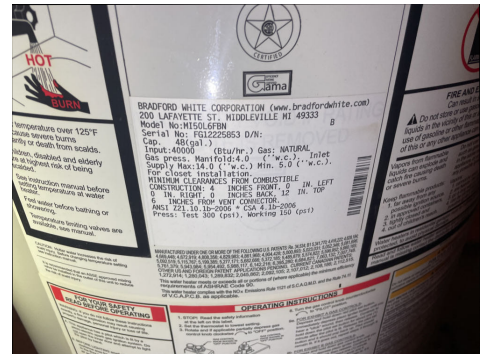
Gas and hot/cold water lines are not properly bonded near the water heater. This does not comply with the most recent electrical code.



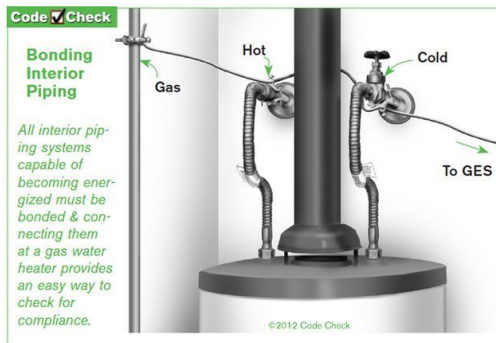
2009 Bradford White Co.



2009 Bradford White Co.



2009 Bradford White Co.



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D. Hydro-Massage Therapy Equipment

Comments:

Buyers note: Switch located; in commode closet , Must be on for spa tub to work.

LCD screen was not operational.



Control LCD screen was not operational.

E. Gas Distribution Systems and Gas Appliances

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

Comments:

GAS LINES:

Pressure test of gas lines has been specifically excluded.

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

Gas meter less than 10" above ground.

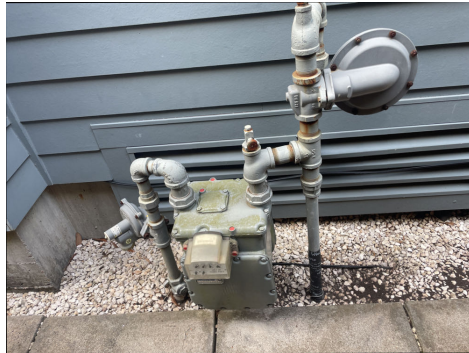
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Gas meter less than 10" above ground.

F. Other

Comments:

Not present at time of inspection.

V. APPLIANCES

A. Dishwashers

Comments:

B. Food Waste Disposers

Comments:

C. Range Hood and Exhaust Systems

Comments:

Excessive grease buildup on vent screen or screen improperly positioned.

Light does not work/missing.



Light out & greasy screens.

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D. Ranges, Cooktops, and Ovens

Observations:

Gas Range/Cooktop:

Gas spark igniter is not operational; front left burner.

Gas Oven(s):

Timer and cleaning cycles not checked.



Front left burner igniter is not operational.

E. Microwave Ovens

Comments:

F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

Exterior vent flapper door damaged; West exterior.



Exterior vent flapper door damaged.

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

I	NI	NP	D
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G. Garage Door

Comments:

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



H. Dryer Exhaust Systems

Comments:

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

Dryer vent contains lint buildup. Recommend cleaning dryer vent to reduce drying time and risk of fire hazard.

I. Other

Comments:

FRIDGE:

Lower coils are dirty, needs cleaning. Dirty coils reduce airflow through the system and create high head pressures at the compressor, thereby unduly stressing and reducing the life span of system components.

Cracked interior plastic.

Unit was not cooling properly. Recommend further investigation/ repair.

ICE MAKER:

The ice maker was off at the time of inspection, the unit needs to be running a minimum of 24 hours before a determination of serviceability can be made.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Unit was not cooling to set temperatures.

Damaged drawers observed in unit.



Damaged drawers observed in unit.

VI. OPTIONAL SYSTEMS

A. Landscape Irrigation (Sprinkler) Systems

Comments:

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

Type of Construction: NA

Comments:

Not present at time of inspection.

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

I	NI	NP	D
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C. Outbuildings

Materials: NA
Comments:

Not present at time of inspection.

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

Type of Pump: NA
Type of Storage Equipment: NA
Comments:

Not present at time of inspection.

E. Private Sewage Disposal Systems

Type of System: NA
Location of Drain Field: NA
Comments:

Not present at time of inspection.

F. Other Built-in Appliances

Comments:

Igniter does not operate properly.

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



Grill and larger burner were not operational at time of inspection.

G. Other

Comments:

Not present at time of inspection.

I=Inspected

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NP=Not Present

D=Deficient

I	NI	NP	D
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FOX INSPECTION GROUP REAL ESTATE INSPECTION SERVICE AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT

BETWEEN YOU THE CLIENT AND FOX RESIDENTIAL SERVICES GROUP LLC, ITS
SUBSIDIARIES, AND ALL

SUBCONTRACTORS SCHEDULED OR ARRANGED THROUGH US

PLEASE READ CAREFULLY

1. **SCOPE OF THE INSPECTION:** The inspector will perform a general, non-Invasive limited visual ("eyeball") inspection of the property structure at the address listed below to provide Client(s) with a written opinion as to the apparent general condition of the structure(s) components and systems at the time of the inspection. The inspection will be performed in a manner consistent with the "Standard of Practice" and "Code of Ethics" of "TREC" Texas Real Estate Commission and prepare a written report of the apparent condition of the readily accessible systems and components of the Property unless otherwise indicated existing at the time of the inspection. A copy of these Standards are readily available to the Client(s) at http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp Only systems and components that can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector will be inspected. Latent and concealed defects and deficiencies are excluded from the inspection, and Inspector is not liable for latent and concealed defects and deficiencies. Any area which is not exposed to view, concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or other things, or areas/items which have been excluded by "TREC" Texas Real Estate Commission standards and/or by the agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In the event that the property is a part of a condominium unit, such inspection will not include any other connected or external portions of a multi unit building or any common areas covered by a joint use agreement or considered common areas.

2. **STANDARDS OF PRACTICE:** The parties agree that the Standards of Practice "TREC" Texas Real Estate Commission shall define the standard of duty and the conditions, limitations, scope, and exclusions of the inspection and are incorporated by reference herein.

3. **CLIENT'S DUTY:** Client agrees to read the entire report when it is received and promptly call the Inspector with any question or concern regarding the inspection or written report. The written report shall be the final exclusive findings of the Inspector. In the event client becomes aware of a reportable condition which was not reported by the Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative'(s) to inspect said condition'(s) before making any repair, alteration, or replacement.

4. **FURTHER EVALUATION:** Client acknowledges and agrees that the Inspector is a generalist and that further investigation of a reported condition by an appropriate certified licensed specialist may provide additional information that may affect a Client(s) decision to purchase the

home. Client should seek further evaluation from licensed professionals regarding the deficiencies identified in the written report. Inspector is not liable for Client(s) failure to further investigate reported deficiencies.

5. **CHANGE IN CONDITION(S):** The parties agree and understand that conditions of systems and components may change between the inspection date and the time of closing. It is the Client's responsibility to further investigate before closing and the Inspector is not liable for any changes of conditions.

6. **NOT A WARRANTY:** The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Client(s) understand that the inspection and inspection report does not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law. **INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM, THE PRESENCE OR ABSENCE OF LATENT OR HIDDEN DEFECTS THAT ARE NOT REASONABLY ASCERTAIN IN A COMPETENTLY PERFORMED HOME INSPECTION, OR THE REMAINING USEFUL LIFE OF ANY SYSTEM OR COMPONENT OF THE PROPERTY.**

7. **NOT AN APPRAISAL:** The Inspection will not include an appraisal of the value or a survey of building and/or property lines. This inspection or the inspection report may not be construed as an appraisal or survey and may not be used as such for any purpose.

8. **NOT A COMPLIANCE INSPECTION:** This inspection or inspection report is NOT a code compliance inspection or certification for past or present governmental codes or regulations.

9. **INSURABILITY:** The inspection or inspection report does not determine whether the property is insurable.

10. **THIRD PARTIES AND SUBROGATION:** The inspection and written report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees, arising from such a claim.

11. **LIMITATION OF LEGAL ACTION:** The parties agree that any legal action must be brought within one (1) year from the date of the inspection(s), or will be deemed waived and forever banned.

12. **LIABILITY:** The parties agree that the Fox Inspection Group and its employees and its agents assume no liability or responsibility for cost of repairing or replacing any defects

specified in the written report, as well as no liability for the costs of further evaluation or investigation of the defects specified in the written report. Further, the parties agree and understand that the Inspector and its employees and its agents assume no liability for the costs of repairing or replacing any of the unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the Client that an installed system, or component of the premises which was inspected by the inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the client. Client agrees that prior to taking any action, legal or otherwise, Client shall: submit a written claim to Inspection Company within 10 days of the deficiency discovery to 11227 Endicott Lane, Houston TX 77035. The written claim shall describe the suspected deficiency. Allow the Inspection Company, their agent or legal representative to perform a re-inspection of the deficiencies stated in the claim. Agree to not to disturb or repair the disputed item prior to a re-inspection except in cases where injury or subsequent property damage may occur.

13. **DISPUTES AND ARBITRATION** In the event a dispute arises regarding an inspection that has been performed under this service agreement, Client(s) agree to notify Fox Inspection Group within ten (10) days of the time of discovery to give Fox Inspection Group a reasonable opportunity to re-inspect the property and resolved the dispute amicably. Upon the request of either party, all unresolved disputes relating to this agreement shall be submitted for arbitration in accordance with (AAA) American Association of Arbitrators and pursuant to the Federal Arbitration Act then in effect with costs shared equally. This provision shall be specifically enforceable and damages for breach of this provision shall include but not limited to court costs and attorney's fees. Client agrees that Fox Inspection Group and it's agents liability, if any, shall be limited to the amount of the inspection fee paid for inspection. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.

14. **SEVERABILITY:** If any court of competent jurisdiction determines that any section, provision or part of this Agreement is void, unenforceable, or contrary to Texas law, the remaining sections of this Agreement shall remain in full force and effect.

15. **DAMAGES:** If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, **THE MAXIMUM DAMAGE THAT THE CLIENT CAN RECOVER SHALL NOT EXCEED THE COST OF THE INSPECTION FEE PAID BY THE CLIENT.** The Inspection Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.

16. CLIENT UNDERSTANDS: The integrity and moisture content of framing and sheathing behind finished wall coverings (exterior siding, stucco, cement stone coverings, fiber cement siding, drywall, interior bath and shower tile walls, etc) is not visible to inspect and beyond the scope of our services and is excluded within our services and is excluded within our inspection and inspection report. The lack of proper detailing and flashing may result in water penetration behind siding resulting in water penetration and structural damage which Fox Inspection Group makes no guarantee, warranty, or implied in the inspection or inspection report.

17. EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION CLAUSE: In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for its time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday

18. RE-INSPECTIONS: Fox Inspection Group does not normally conduct re-inspection services. We are not in the business of certifying the workmanship and/or warranting another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs. In the event a re-inspection is performed it is agreed to in advance that Fox Inspection Group does not assume responsibility of any kind for another company's work.

19. LIMITATION AND EXCLUSION CLAUSE: The Client expressly acknowledges and agrees that the following are not included in the scope of the inspection and the inspection report and further acknowledges that the Inspector makes no representations or warranties as to them. THE FOLLOWING SYSTEMS, ITEMS, AND CONDITIONS WHICH ARE NOT WITHIN THE SCOPE OF THE BUILDING INSPECTION INCLUDE BUT ARE NOT LIMITED TO: recreational, leisure, playground or decorative equipment or appliances including but not limited to pools, hot tubs, saunas, steam baths, landscape lighting, fountains, shrubs, trees, and tennis courts. Cosmetic conditions wallpapering, painting, carpeting, scratches, scrapes, dents, cracks, stains, soiled or faded surfaces on the structure, equipment or component, soiled, faded, torn, or dirty floor, wall or window coverings, etc. Noise pollution or air quality. Earthquake hazard, flood plain certification, liquefaction, soil, retaining walls, slide potential, wave action and hydrological stability, soil and earth measurements and stability, seismic safety, code and zoning, engineer level analysis, under ground utilities, sink hole potential, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, mildew, fungi, other environmental hazards, pest infestation, security systems, fire protection systems, sump pumps, household appliances, humidifiers, paint, other treatment windows, interior walls, ceilings and floors, water purification systems, (ozone generator/saltwater, etc), under ground storage tanks, energy efficiency measurements, motion or photo electric sensor lighting, concealed or private security systems, water wells, all over flow drains, heating system's accessories, solar heating systems, heat exchangers, wood burning stoves, sprinkler systems, water softener or purification systems, central vacuum systems, telephone intercom or cable TV systems, internet connections and cable connections, antennae, lightning arrestors, load controllers, governing codes, permits, ordinances, statues, and covenants, and manufacturer specifications, recalls, EIFS, Chinese

drywall and tainted materials, plasterboard, sheet rock, gypsum board, latent and concealed defects, and manufactured stone veneer, culture stone siding, fiber cement siding, flues or chimneys, coal stoves, water leaks, water intrusion, design and architect problems, circuit breaker operation, fireplace drafting, boundaries egress and ingress, quality of materials, private sewage, wattage and wiring, electromagnetic field, non built in appliances, rodents, ants, birds, or other wood boring organisms, security locks and devices, thermostat and gauges. Client understands that these systems, items, and conditions, are excepted and excluded from this inspection and Inspection report. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT REPRESENT AN INSPECTION.

20. COMPENSATION BY OTHERS: Fox Inspection Group may accept a fee from various vendors in this real estate transaction to compensate for administrative / coordinating / scheduling their services. Fox Inspection Group is accepting a fee or other valuable consideration from HomeSwitch LLC., in this real estate transaction. Client(s) acknowledges that they have been informed of this arrangement between Fox Inspection Group and HomeSwitch LLC and authorizes HomeSwitch LLC to call Client at the phone number provided to discuss options regarding setting up TV, Internet, Home Phone, Electricity, Home Security, Pest Control – even municipal utilities at their future home. If client(s) does not want to be contacted just let us know by phone (713-723-3330) or by email (Office@FoxInspectionGroup.com) .

21. PERSONAL SAFETY: We are not responsible for another participant's personal safety during the inspection process. Client, their representative's, or others participation shall be at his/her own risk for falls, injuries, property damage, etc. We reserve the right to refuse service to anyone for any reason.

22. REGARDING PREVIOUSLY FLOODED HOMES: Client is hereby put on notice, Caveat emptor / buyer beware; this property inspection and report specifically excludes any representation that the structure has been properly renovated / repaired after being flooded. Ultimate responsibility for proper renovation and repair lies solely with the property owner / seller and their repair contractors (NOT others associated with the transaction such as Realtors, home inspectors, appraisers, surveyors, title companies, lenders, etc.) Client is strongly advised to obtain all mandatory seller disclosure and documentation, including but not limited to photos and video, regarding any past flooding of the structure, as well as repair methods and techniques used by others to restore the property to its pre-flood condition including their contact information for future reference.

23. This Agreement, including the terms and conditions on all pages, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. ACKNOWLEDGMENT: the undersigned has reviewed this document, understands its content and agrees to the terms and conditions contained. The client further represents and warrants that he or she has full and complete authority to execute this contract on behalf of any spouse or significant other, and to fully bind any spouse or significant other to all terms, conditions, exclusions and limitations of this agreement. The report adheres to the "TREC" Texas Real Estate Commission Standards which is readily available) at

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