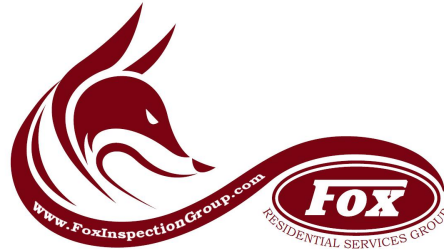


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INSPECTION GROUP

FIG Services LLC d/b/a FOX INSPECTION GROUP
 Property Inspection Report #220119JB-23 Misty Grove Circle
 8616 Daffodil St. Houston, TX 77063
 (Office)713.723-3330 (Email) office@foxinspectiongroup.com

TREC Inspectors # 1718, 3648, 10503, 10524, 10533, 20283,
 20975, 20976, 20994, 21225, 21326, 21463, 21810,
 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





8616 Daffodil St
Houston, TX 77065
www.foxinspectiongroup.com
office@foxinspectiongroup.com

PROPERTY INSPECTION REPORT

Prepared For: Scott Hagstrom
(Name of Client)

Concerning: 23 Misty Grove Circle, The Woodlands, TX 77380
(Address of Inspected Property)

By: Josh Burk, TREC PI: 22850 01/19/2022
(Name and License Number of Inspector) (Date)

PURPOSE, LIMITATIONS AND INSPECTOR / CLIENT RESPONSIBILITIES

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, 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 warrantability 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.

Some items reported may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards or Deficiencies below.

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.

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

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. 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, bathroom, 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;
- 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).

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 requires 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

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.**

Highest Priority Items are printed in bold print and/or are in boxes

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.

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

For reference: The front of the unit faces West

Description: 2 story, wood framed Single family residence; brick/cement board/wood exterior; Composition; detached garage w/breezeway

Weather Conditions: Rain/ Cloudy

Approximate Outside Temperature: 60's

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

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I NI NP D

I. STRUCTURAL SYSTEMS

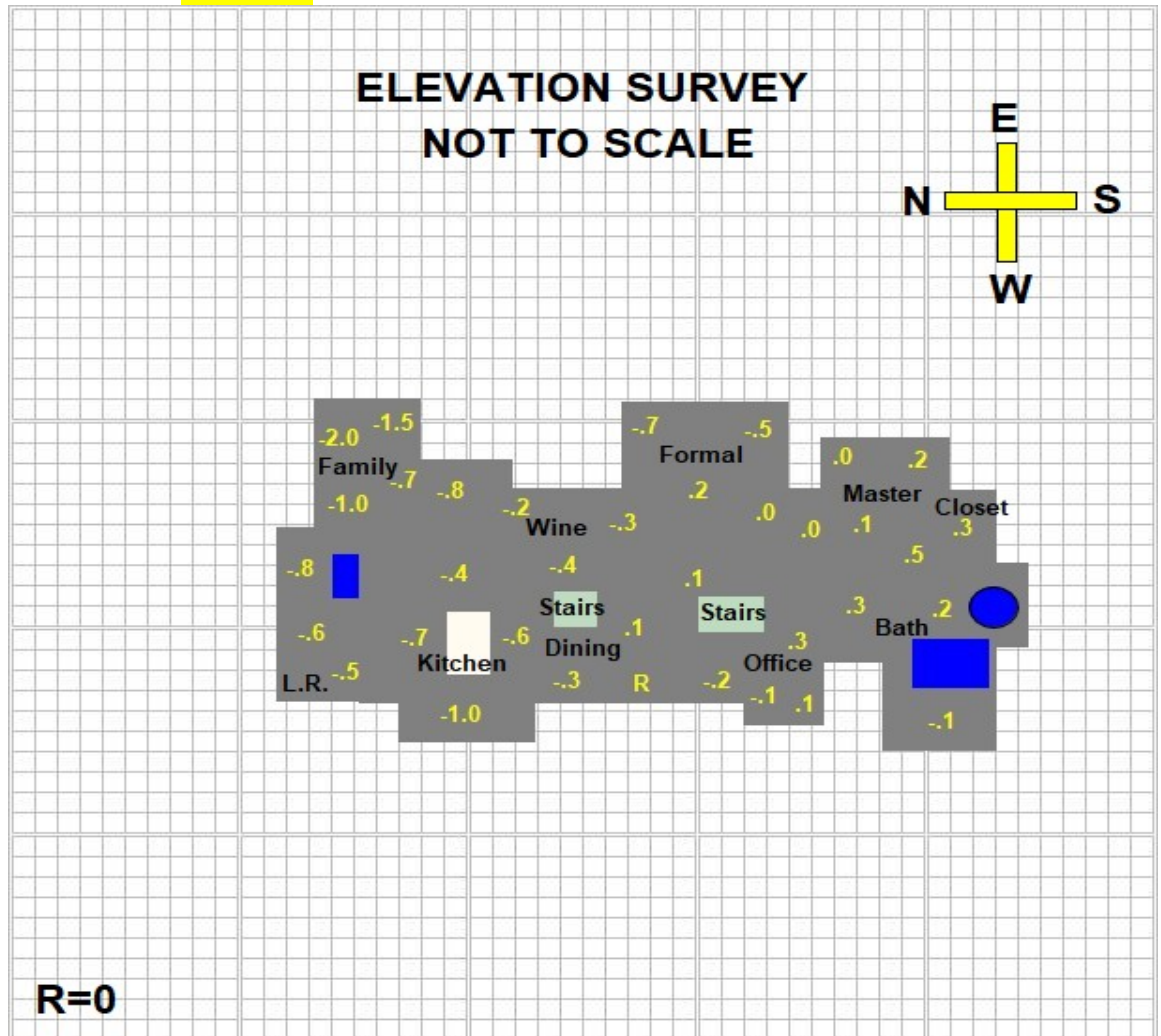
A. Foundations

Type of Foundation(s): Slab

Comments:

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

A foundation elevation survey was conducted during the inspection. The floor plan below represents data gathered using a Zip Level and adjusting for floor covering height differences. i.e. differences between tile, carpet and wood flooring (except step down to the garage). Measurements are listed to the nearest 1/10th of an inch. The greatest variance was 0.5 to -2.0



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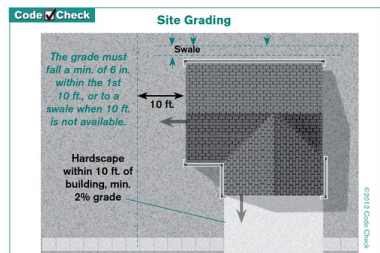
I NI NP D

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

B. Grading and Drainage

Comments:

Soil grade and drainage patterns around some areas of the house do not appear to properly direct water away from the foundation to aid in controlling runoff water and could cause differential movement of the foundation or water penetration during heavy rains.



Soil level too high, in contact with siding and/or at/above brick weep holes at one or more locations around the house/garage. Promotes wood rot and is considered a conducive condition to termite activity.

It is not recommended to allow flower bed mulch to rise above the brick ledge.

Recommend client consider painting exterior metal fence/gate in the near future.

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 sufficient quantity of water to determine if system will operate properly when needed. Recommend observing performance during heavy rains and ensure system is maintained / cleaned.

C. Roof Covering Materials

Type(s) of Roof Covering: Composition Asphalt Shingles

Viewed From: Ground, Windows, and Drone due to height at eave and / or pitch of roof.

Comments:

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

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ROOF SURFACE:

Standing water and/or stains from previous standing water observed on the flat roof. This condition is conducive to water penetration. Recommend roofer be consulted regarding the ability to correct drainage on the roof to prevent/reduce standing water; Above portica shea.



Tree limbs close to and or in contact with the roof can/ will damage the roof.

Buyer's note: Keep leaves from collecting on the roof, especially in the valleys and keep tree limbs away from the roof to prevent damage to shingles.

Observed "dead valley" roof configuration(s) on the rooftop. This area is a potential source of debris buildup/water penetration.

Observed satellite dishes/antenna on roof - historically satellite dishes have caused damage to roofs due to improper installation techniques. Recommend removal of dishes and sealing all holes caused by the installation, When/if satellite service is discontinued.

VISIBLE FLASHING:

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



I=Inspected

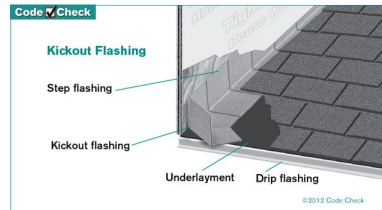
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Did not observe "kick out" flashing where a roof terminates along a wall. Kick out flashing encourages rain water running down the roof to be diverted / "kicked out" away from a wall and reduce water running down a wall.



Flashing needs to be sealed/caulked at the following location(s): Above portica shea, and front dormer.



Observed masonry counter flashing missing or improperly installed Above portica shea. May allow water penetration to occur between the masonry and flashing



Observed rusted flashing; Above portica shea, and chimney cap rain deflectors

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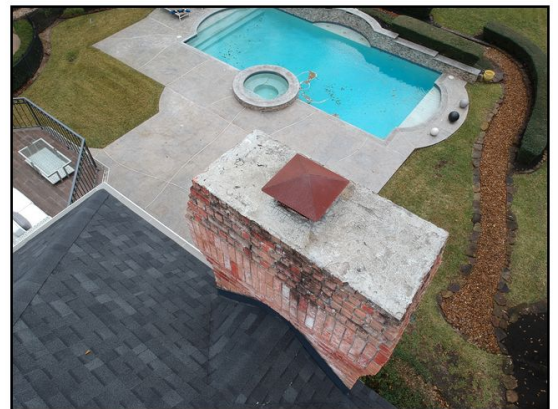
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ROOF PENETRATIONS:

Improperly vented; vents shall terminate not less than 6" above the roof, and not less than 12" from any vertical surface of the building, Ref IRC 3102.



Recommend painting all exposed metal above roof line to prevent rusting and extend service life.



EVIDENCE OF ROOF WATER PENETRATION:

Possible from one or more deficiencies noted at roof surface / flashing / penetrations.

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

RAIN GUTTERS AND DOWNSPOUTS:

Need general maintenance, Clean out debris / re-secure to fascia board/tilt toward drains, seal leaks, etc.

Recommend addition of rain gutters to help improve drainage and/or prevent wood rot at the following locations; where currently not present.

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D. Roof Structures and Attics

Viewed From: Safely accessible areas as deemed by the inspector

Approximate Average Depth of Insulation: 10-13 inches

Approximate Average Thickness of Vertical Insulation: 4 to 6 inches

Comments:

ROOF STRUCTURE AND FRAMING:

Area(s) of water-stained and/or rotted siding and or roof decking observed in the attic.



Hole and/or damaged roof decking observed in the attic, recommend repair to prevent damage/injury from a person walking on the roof; **Near South dormer.**



Radiant barrier paint is peeling/falling at multiple locations.

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

ATTIC INSULATION:

Insulation not properly positioned/missing in areas, etc.

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Vertical sections of insulation observed to be missing / displaced on interior walls in attic.

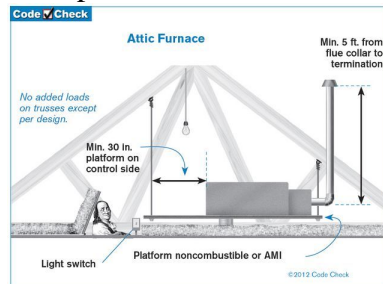


ATTIC ACCESS, LADDERS AND SERVICE WALKS:
Not all areas of attic were accessible for inspection.

Inadequate attic walkway to mechanical equipment in the attic. Code [IRC 1305.1.3] requires a minimum of 24 inches wide solid floor to equipment for servicing. An area of deficient attic decking is immediately around the pull-down attic stairway and along walkway in attic.



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



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The passageway to the water heater must be a minimum of 24" wide solid floor, a maximum of 20' long. Ref: IRC: 1305.1.3,4.



Water heater above master is difficult and could potentially be hazardous to access, recommend the addition of a railing to prevent a possible fall hazard.

ATTIC VENTILATION AND SCREENING:

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

-
-
-
-

E. Walls (Interior and Exterior)

Comments:

INTERIOR:

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



Observed one or more cracked backsplash tiles in kitchen.

Observed multiple de humidifiers and box fans stored in garage. Recommend consulting seller.

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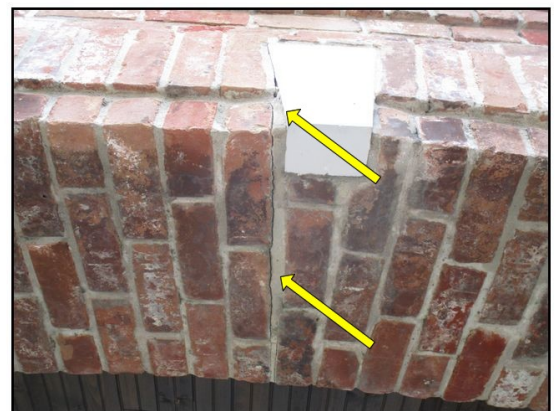
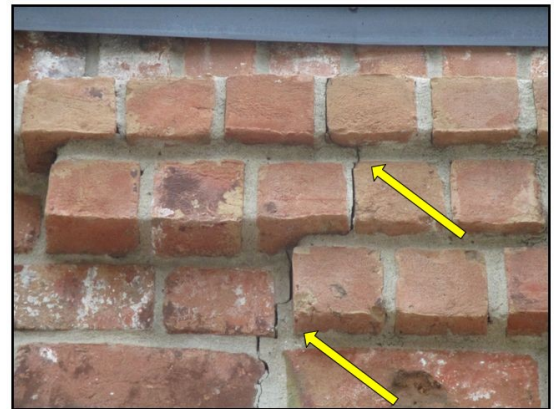
Buyer's note: Fresh paint observed on interior surfaces can mask distress indicators.

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

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.

EXTERIOR:

The brick arch has multiple cracks, repairs and appears to have settled/ lowered, recommend further evaluation and repair to prevent serious injury from potential collapse.



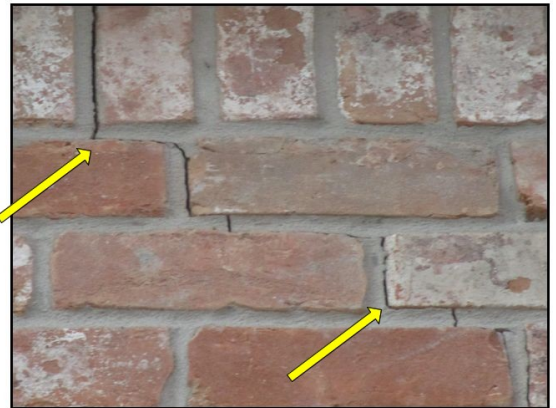
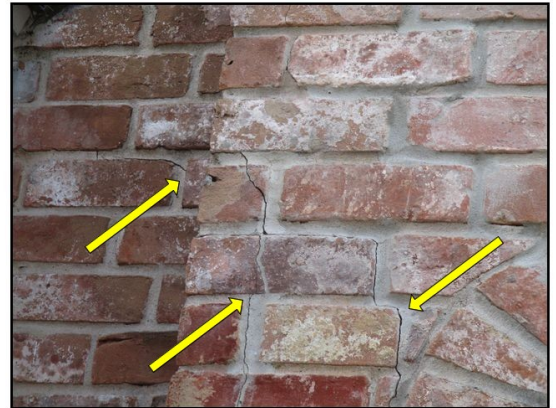
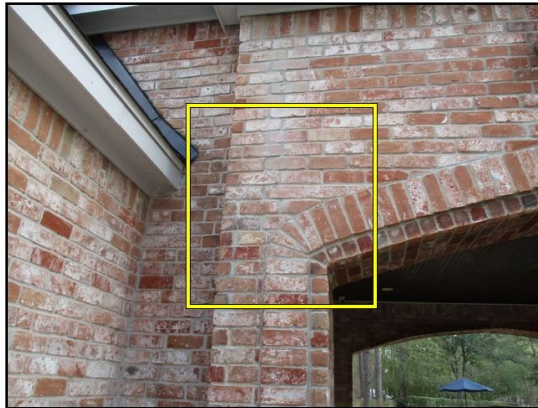
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Cracks and or repairs in the brick arch were observed. Loose bricks are hazardous.



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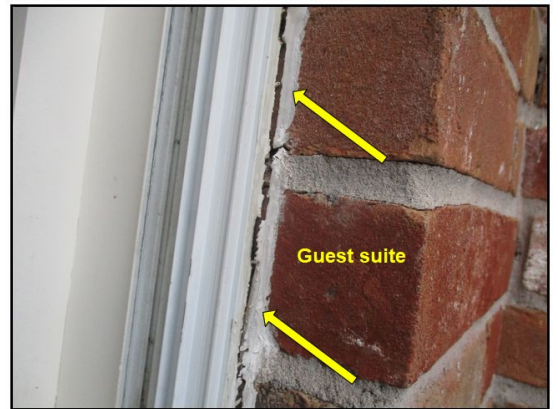
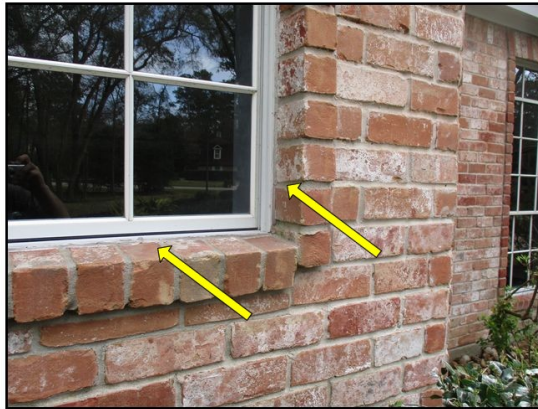
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Caulking missing and/or deficient around windows / doors / vertical trim / joints in siding. May allow wind driven rain entry.



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



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



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Brick / stone veneer siding missing required weep holes over doors/windows to prevent moisture buildup in exterior walls and prevent wood rot/decay.

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

Possible synthetic wood siding observed on house - it is common industry knowledge that this siding tends to rot easily if not kept well sealed/painted and that most manufacturers of this type of product are/have been involved in some type of class action lawsuit.

EVIDENCE OF WATER PENETRATION:

Possible from exterior penetrations / window / doors / trim boards / joints in siding not properly caulked/sealed.

Water stains/damage to the interior of one or more window jambs.

THERMAL IMAGING:

No significant thermal anomalies observed at the time of inspection.



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

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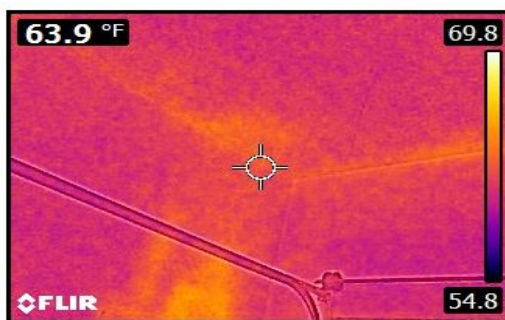
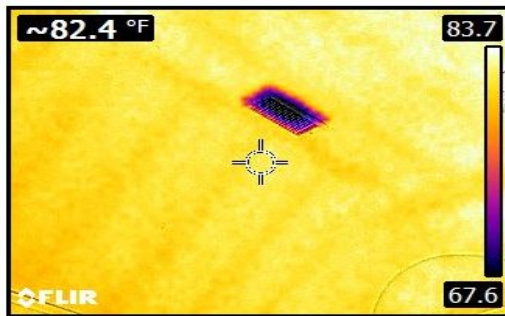
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F. Ceilings and Floors

Comments:

CEILINGS:

Possible water stains, damage or repairs observed, infrared camera indicated that stains are not active (wet) at the time of inspection; Guest suite and garage.



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

FLOORS:

The floor is not level downstairs, possibly due to foundation settlement.

Observed cosmetic scratches to wood flooring at one or more locations.

G. Doors (Interior and Exterior)

Comments:

INTERIOR:

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

Door sticks some when closed; **West guest bedroom closet, master closet.**

Door is self-opening/closing - indication door/jamb is not level/plumb; Jack and jill bath.

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EXTERIOR:

Door is difficult to open/close/operate; **Family room, formal exterior doors, and Left outside storage closet.**

Did not observe door pan flashing at exterior door location(s). Properly installed door pan flashing helps prevent wind-driven rain/water penetration from damaging interior building components. High-risk areas include exterior doors with little to no roof or balcony overhang protection from the elements. It is not uncommon for Fox Inspection Group inspectors to observe evidence of water penetration (water damaged wood flooring or water-stained carpet tack strip) on the second-floor balcony doors. For additional information, you may watch a 5-minute video on flashing where the first few minutes show door pan flashing by clicking this link [YouTube - Class Exterior Door Pan Flashing](#).

Improper threshold used on exterior doors without roof overhang protection from wind-driven rains can result in water damage from intermittent water entry; **Second floor.**

Operable doors and gates shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017. REF 2021 ISPSC 305.4

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

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

Could not find/observe indications/proof that proper door pan flashing was installed below one or more exterior doors. No evidence of water penetration was observed. Recommend monitoring during heavy wind-driven rains for water entry.

GARAGE:

Buyers note:

Single bay door has an extra panel that does not fully open and raised tracks.



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

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H. Windows

Comments:

WINDOWS:

One or more windows will not stay open or will not open fully; **Family room.**



Window jamb alarm sensors need to be sealed with silicone seal to prevent water entry.



Windows at one or more 2nd floor rooms were a potential fall hazard for small children due to their low height above the floor; Inspector did not observe fall protection outside the window. Per IRC 312.2.1

Observed attic window not properly installed. Building wrap does not wrap through the opening at sides and/or rough sill not properly covered with poly or self-sealing flashing (aka Peel-N-Stick). There is potential for a water leak during wind-driven rains - similar details not observable in other windows.

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



No window screens on the house.

One or more windows were difficult to open / close / operate.

Multiple window plastic exterior retaining strips are loose or damaged.

Windows are all single pane.

Not all windows were operated/accessible in furnished residence.

SAFETY GLASS IN HAZARDOUS LOCATIONS:

Large picture window(s) do not appear to be safety/tempered glass. Considered a recognized safety hazard. Per IRC 308.4.7; windows greater than 9 Sq. Ft., bottom less than 18" above the floor, top more than 36" above the floor, within 36" of traffic area; **Second floor patio.**



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I. Stairways (Interior and Exterior)

Comments:

INTERIOR:

Space between lower treads and railing does not comply with IRC 312.2. Requires spacing between treads and lower edge of railing does not allow passage of an object 6 inches in diameter. Recommend covering large openings in stair rails with temporary type nylon netting if small children are present in the house to prevent injury.



Space between railings does not comply with current industry standard. Per IRC 312.2, UBC 421.1.1, Requires spacing between intermediate rails do not allow passage of an object four inches in diameter. Recommend covering large openings in stair rails with temporary type nylon netting if small children are present in the house to prevent injury.

Nautical / climbable style railings of stairway and balconies are known to be a potential hazard around small children who like to climb the horizontal rails.

Ends of the handrail(s) do not return to the wall. This condition may allow loose articles of clothing to catch on ends of handrail while using stairs and result in a trip/fall mishap.

EXTERIOR:

Not present at the time of inspection.

J. Fireplaces and Chimneys

Comments:

FAMILY ROOM:

Masonry coping cracked or in need of improvements on top of the chimney.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

Voids in the mortar between bricks of the chimney were observed in the attic. Voids need to sealed/tuck pointed with mortar to reduce fire hazard.



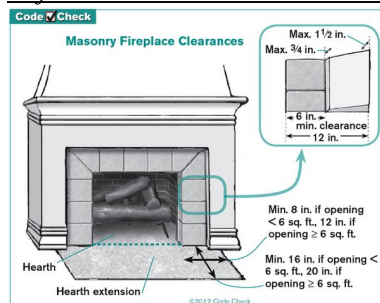
Glass front fireplace. Recommend caution when in use as burns can occur.

FORMAL LIVING:

Hearth not sealed properly around the perimeter of damper and/or on the interior backside of the lintel, missing/ cracked brick - potential fire hazard.



Inadequate sized non-combustible hearth extension at sides of the fireplace. Where the fireplace opening is more than 6 square feet the hearth extension shall extend 20 inches in front and at least 12 inches beyond each side of the opening. Per IRC 1003.10.



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D=Deficient

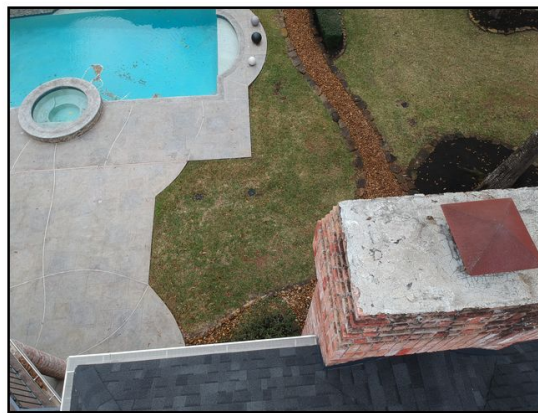
I NI NP D

Damper missing required bracket that keeps damper from fully closing when the fireplace is equipped with gas logs. If the damper is fully closed then combustion fumes could enter house unseen.

Soot build up on Faux logs indicates improper combustion / air/fuel mixture. Recommend service to clean soot and adjust the air/fuel mix to reduce soot production.

Voids in the mortar between bricks of the firebox were observed. Voids need to sealed/tuck pointed with mortar.

Masonry coping cracked or in need of improvements on top of the chimney.



Wire mesh screen was not observed installed in front of the firebox to prevent direct contact during operation. This is a potential safety/personal injury issue.

MASTER BEDROOM:

Bottom edge of face tile/marble over hearth is not sealed properly; potential fire hazard.

Voids in the mortar between bricks of the firebox were observed. Voids need to sealed/tuck pointed with mortar.



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NP=Not Present

D=Deficient

I	NI	NP	D
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Masonry coping cracked or in need of improvements on top of the chimney.



Wire mesh screen was not observed installed in front of the firebox to prevent direct contact during operation. This is a potential safety/personal injury issue.

K. Porches, Balconies, Decks, and Carports

Comments:

Space between railings does not comply with current industry standard, Per IRC 312.2, UBC 421.1.1, Requires spacing between intermediate rails do not allow passage of an object four inches in diameter. Recommend covering large openings in stair rails with temporary type nylon netting if small children are present in the house to prevent injury.

Section of handrail missing and/or loose.



Patio tile cracked/chipped and/or loose; grout missing / deficient between tiles etc.

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I	NI	NP	D
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Patio tile grout needs to be sealed, observed indications of water penetration below tiles (calcium deposits).



Permanent tile / flooring on balcony prevents inspection of substrate construction.

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

-
-
-
-

L. Other

Comments:

Not checked/inspected.

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D=Deficient

I NI NP D

II. ELECTRICAL SYSTEMS

A. Service Entrance and Panels

Comments:

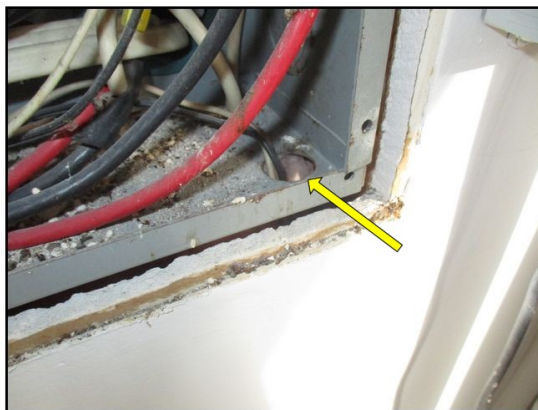
Buyer's note: The inspector is not required to: (A) determine present or future sufficiency of service capacity amperage, voltage, or the capacity of the electrical system; (B) test arc-fault circuit interrupter devices when the property is occupied or damage to personal property may result, in the inspector's reasonable judgment; (C) conduct voltage drop calculations; (D) determine the accuracy of overcurrent device labeling; (E) remove covers where hazardous as judged by the inspector; (F) verify the effectiveness of overcurrent devices; or (G) operate overcurrent devices. 22 TAC §535.229 (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.

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.

200 AMP ELECTRICAL SERVICE PANEL LOCATED IN GARAGE

The breakers are oversized per data plate on side of A/C units.

Protective bushing not present around the electrical wire as it passes through a metal box.



I=Inspected

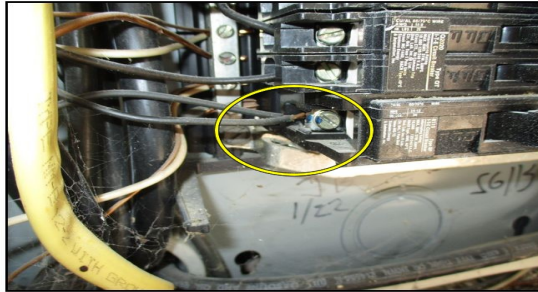
NI=Not Inspected

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I	NI	NP	D
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Double lugged breaker(s), [two wires improperly on 1 breaker] observed.



100 AMP ELECTRICAL SUB PANEL LOCATED IN GARAGE

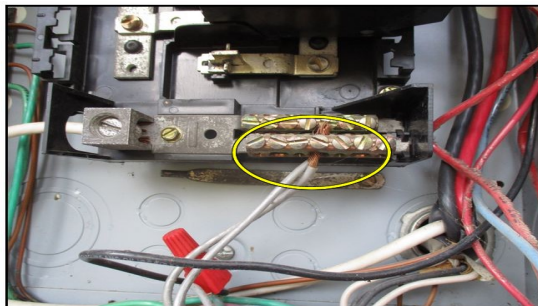
The dead-front is not secured with proper screws with blunted ends. Sharp ends can pierce electrical wire insulation.

50 AMP ELECTRICAL SUB PANEL LOCATED AT NORTH EXTERIOR WALL

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

Sub-panel should have a minimum feed of 60-amps. Per NEC E3502.1

Observed two or more neutral conductors under one screw lug on neutral bus. Current industry standards and NEC permit one neutral conductor per screw lug.



SERVICE WIRING:

Observed type of service wiring is underground.

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

FEEDER WIRING:

Observed type of feeder wiring is copper.

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

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

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:

Wire connections are not enclosed in proper electrical junction box(s) or electrical junction box(s) do not have covers in place, including but not limited to the following locations; attics, kitchen cabinet right of oven and master bedroom left of fireplace.



Electrical wiring run/routed along attic floor and is not secured. This condition encourages damage to the wiring and trip hazards from personnel accessing the attic; garage attic.



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I	NI	NP	D
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FIXTURES:

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

Light not secured; Front exterior.



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.

OUTLETS:

GFCI outlet does not operate properly when tested with simulated short; Front porch.



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D=Deficient

I NI NP D

No power to outlet(s); Guest suite East wall.



No power to outlet(s), possibly switched controlled. Recommend consulting seller regarding this matter.



Multiple outlets are not secured well in the wall.

There was no GFCI protection observed at all required locations, including but not limited to; Master bath, first floor guest bath, laundry near dog wash, all kitchen countertop outlets, Not all exterior outlets, Not all in the garage, pool lights, etc. This condition is a recognized hazard and should be corrected by a licensed electrician.

Did not observe electrical outlets on kitchen island as required by code. NEC 210-52.(c)

One or more outlets are difficult to use below master bath vanity.

Did not observe an outlet near West master bath sink (below counter).

One or more cover plates were either missing or damaged; Below family room fireplace in cabinets.

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

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

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

GFCI reset locations; 1-front porch, 1-North exterior of garage, 1-back patio, 1-half bath, 3 -garage, 2-jack and jill, 1-South guest bath, 1-second floor patio, 1-near fountain.

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

SWITCHES:

Fan controls/ switch does not appear in use/ functional; back patio.

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

Unknown control, mystery switch(s) found, recommend inquiring current resident regarding use/control; Side entrance, front door, back patio, second floor hallway, etc.

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

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

EQUIPMENT DISCONNECTS:

The electrical service disconnect is missing the dead front cover; All.



I=Inspected

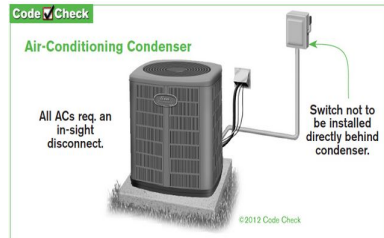
NI=Not Inspected

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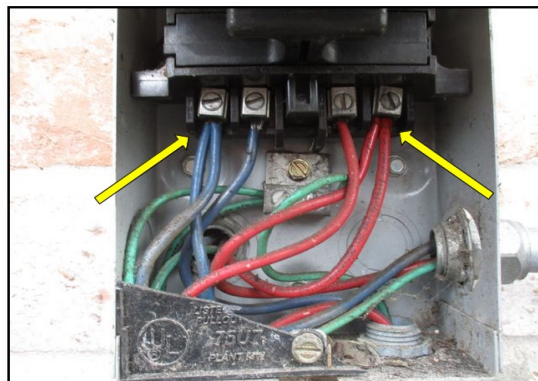
D=Deficient

I NI NP D

Code requires minimum clearance to electrical service panels/ equipment disconnects to be 36" in front of and 30" from side to side.



Double lugged [two wires improperly on 1 lug] observed; Guest suite condenser.



SMOKE DETECTORS AND ALARMS:

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

Did not observe any CO (carbon monoxide) detectors in the home. We recommend the installation of (CO) detectors per the manufacturer's installation instructions in any home containing fuel-burning appliances.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

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

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 of 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.

DOORBELL & CHIMES:

Not operational from the side door push button.

OTHER ELECTRICAL ITEMS:

ELECTRIC/ BATTERY WINDOW COVERINGS:

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

MEDIA/ SECURITY EQUIPMENT:

Not checked/inspected.

FOUNTAIN:

Not checked/inspected.

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D=Deficient

I NI NP D

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

A. Heating Equipment

Type of System: Forced air

Energy Source: Natural Gas and Electric

Comments:

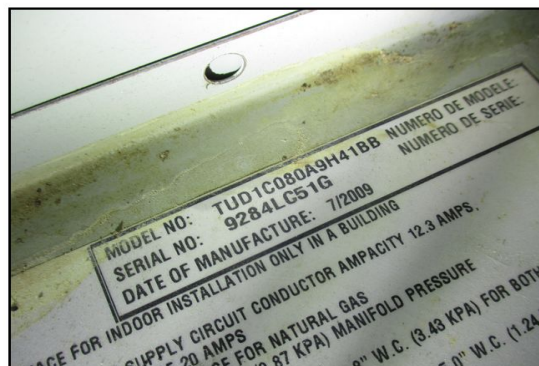
Buyer's Note; For heating, ventilation, and air conditioning systems inspected under TREC guidelines, the inspector is not required to perform the following actions: inspect duct fans, humidifiers, dehumidifiers, air purifiers, motorized dampers, electronic air filters, multi-stage controllers, sequencers,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

HEATING UNIT: 1ST FL 2002 TRANE



Older unit, limited service life remaining.

HEATING UNIT: 2ND FL 2009 TRANE



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

I=Inspected

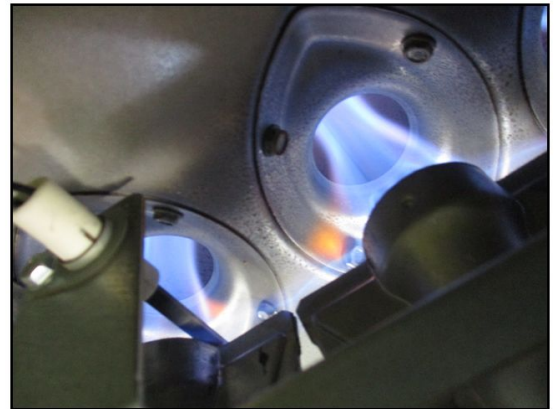
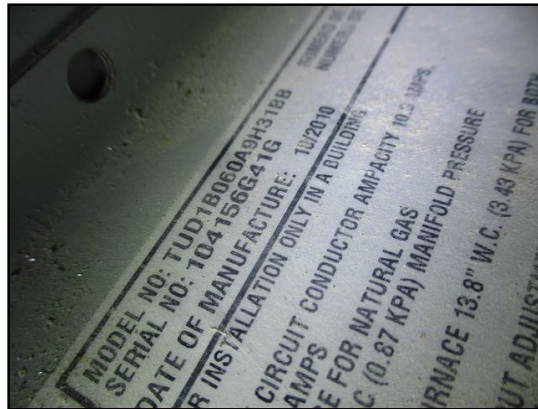
NI=Not Inspected

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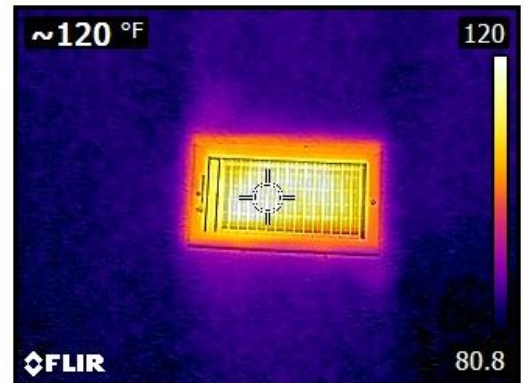
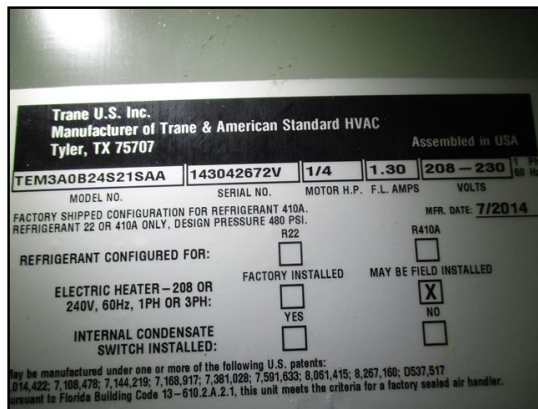
I NI NP D

HEATING UNIT: MASTER 2010 TRANE



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

HEATING UNIT: GUEST SUITE 2014 TRANE



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

HOUSE HEATER EXHAUST VENT(S):

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

BLOWER(S):

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

THERMOSTAT(S):

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

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

B. Cooling Equipment

Type of System: Forced air split system

Comments:

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

CONDENSER UNIT: 1ST FL 2015 TRANE 4 TON/ 45 AMP



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

EVAPORATOR COIL: 1ST FL 2015 TRANE 5 TON



Temperature Differential:

Return Temp: 69.2

Supply Temp: 49.2

Difference: 20.00

The coils are dirty and in need of 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.

I=Inspected

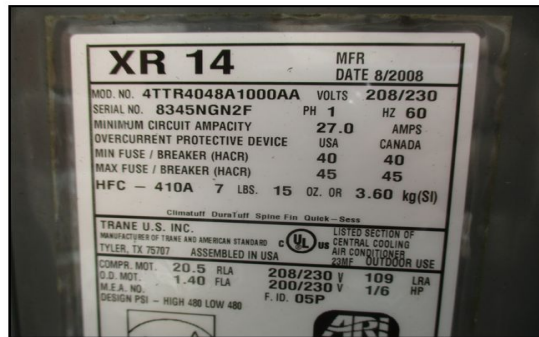
NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

CONDENSER UNIT: 2ND FL 2008 TRANE 4 TON/ 45 AMP



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

EVAPORATOR COIL: 2ND FL 2005 TRANE 4 TON



Temperature Differential:

Return Temp: 70.0

Supply Temp: 51.3

Difference: 18.70

Older unit, limited service life remaining.

The coils are dirty and in need of 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.

The bottom/ sides of the casing has rust pitting, evidence of limited serviceable life.



I=Inspected

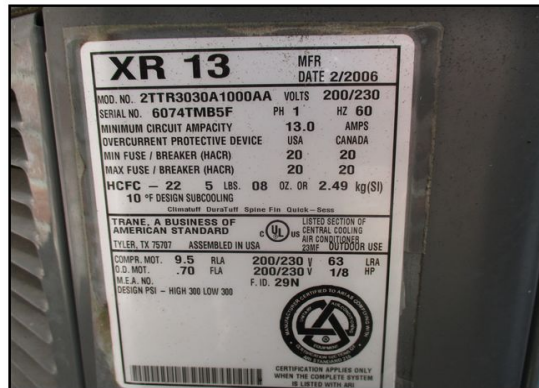
NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

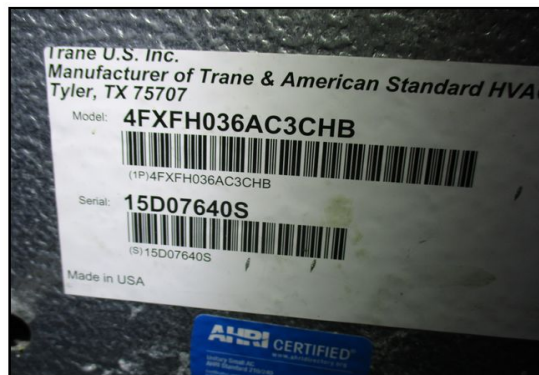
CONDENSER UNIT: MASTER 2006 TRANE 2 1/2 TON/ 20 AMP/ HCFC-22



Note: Unit using older refrigerant (R22). This refrigerant is no longer being manufactured and will become very expensive in the near future.

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

EVAPORATOR COIL: MASTER 2015 TRANE 3 TON



Temperature Differential:

Return Temp: 70.3

Supply Temp: 51.5

Difference: 18.80

The coils are dirty and in need of 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.

Flashing in the liquid line - this is possibly an indication of low refrigerant charge and/or restriction across the coil, recommend service.

Section(s) of suction line insulation missing in attic near coil and along length of suction line. Warm attic air condenses on cold suction line and drips condensation.

I=Inspected

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D=Deficient

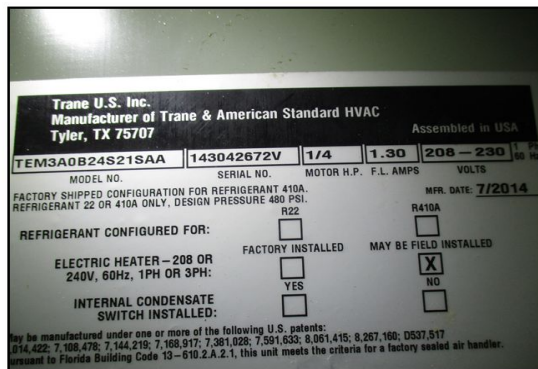
I NI NP D

CONDENSER UNIT: GUEST SUITE 2014 TRANE 2 TON/ 15 AMP



Recommend qualified/licensed HVAC technician service/repair/replace as needed. Not cooling well.

EVAPORATOR COIL: GUEST SUITE 2014 TRANE 2 TON



Temperature Differential:

Return Temp: 70.5

Supply Temp: 57.9

Difference: **12.60**

The coils are dirty and in need of 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.



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D=Deficient

I NI NP D

Cool outside ambient temperature prevented the operation of A/C under typical Houston summer conditions. The client is advised unit was operated under light heat load conditions. IE: A unit that cools well on a cool day may not perform adequately during a hot Houston summer.

CONDENSATION DRAIN PAN/DRAIN LINES:

No drain pan observed below HVAC unit. If unit should leak / drip condensation, interior finishes could be damaged; Guest suite.

The primary drain line does not drain into a “wet” plumbing trap, per today's industry standards. This could result in possible sewer gas backing into HVAC equipment ducts in the attic and into the house.

There was no overflow protection device on the primary drain line. Overflow protection is required on the primary drain line when a system is incapable of having a secondary (emergency) drain system, per M1411.3.1.1; Guest suite unit.

No secondary drain line to the emergency drain pan.

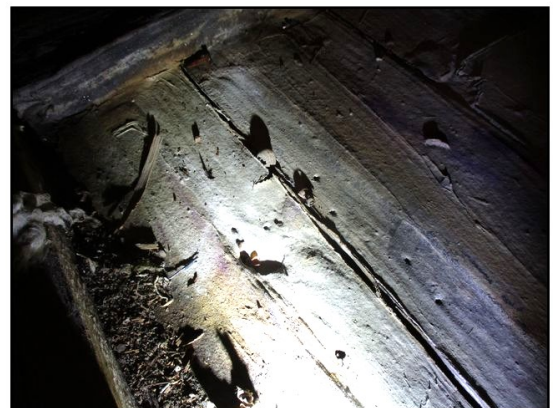
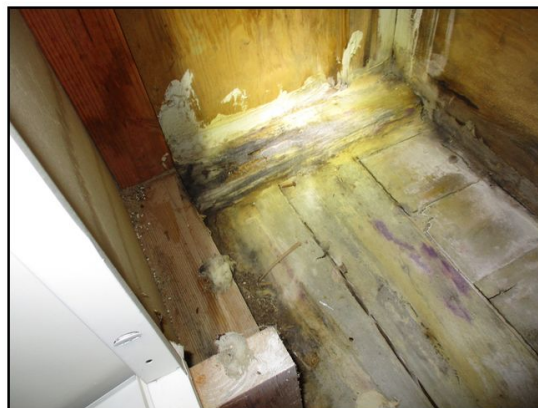
Observed flexible emergency drain line, these drain lines are easily routed up-hill and / or kinked / clogged. Recommend replacing with hard pipe.

Water / rust stains in secondary drain pan; indication coil (or previous coil) has a history of leaking/dripping condensation into the pan.

C. Duct Systems, Chases, and Vents

Comments:

Observed wood rot/ water stains at guest suite return chase. Recommend repair.



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D=Deficient

I	NI	NP	D
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The return air chase is dirty, needs cleaning; guest suite

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

Some/ excessive air loss around transition/coil/heater/plenum; **Guest suite.**



Observed multiple areas of damaged/ loose outer vapor seal on the flex duct in the attic.



Observed unrated/labeled silver tape used on the HVAC duct system. This material does not adhere properly/well to the surface and allows excessive air loss. Recommend covering existing unlabeled silver-tape entirely with fiber-reinforced duct sealant such as “airlock” brand.

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D=Deficient

I NI NP D

Observed one or more areas in the attic where flex duct mechanical connection zip ties are not snug fit/are loose as required by current industry standards. It appears the proper use of a zip tie cinching tool was sporadic. Loose mechanical connections increase the chance of duct separation in the future, recommend repair.



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

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.

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



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D=Deficient

I NI NP D

IV. PLUMBING SYSTEMS

A. Plumbing Supply, Distribution Systems and Fixtures

Location of water meter: Front of property

Location of main water supply valve: west exterior wall of house

Static water pressure reading: 62 psi

Comments:

WATER SUPPLY PLUMBING:

Water supply piping observed to be predominantly copper.

Recommend protecting water line(s) from foot traffic damage by securing 2x4 board along side to prevent stepping directly on the water line(s).



Recommend insulation of exposed water lines in the attic.

Water softener, treatment and filtration type of equipment was not checked/inspected.

COMMODES:

The copper supply pipe is bent/ kinked behind master commode.



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I NI NP D

SINKS:

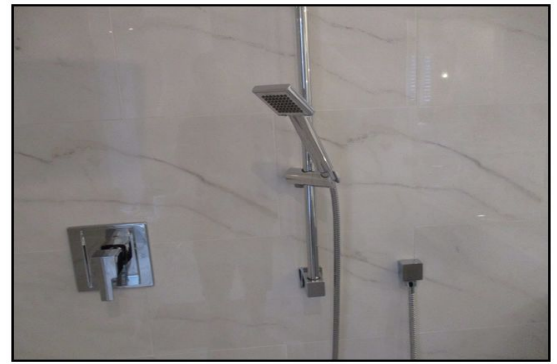
Drain stopper or pop-up lever assembly of one or more sinks is missing, damaged or needs adjustment.

Recommend caulking/ sealing gaps behind kitchen sink along backsplash.

Cosmetic cracking in one or more sinks, not leaking water; half bath.

FAUCETS:

No water from master shower spray wand and or wall shower head. Recommend further evaluation/ repair by a qualified plumber.



Drips water, hard to turn off completely; Master shower spray wand.

Faucet stop broken, [turns 360°]; First floor guest shower.

Low water pressure observed at one or more faucets; half bath sink cold side.

Faucet is difficult to operate; master tub.

There are no shut off valves or handle missing below one or more sinks; First floor guest bath sink and master sink.

Handle(s) loose; Jack and jill tub.

TUBS:

Slow drain; Jack and jill tub, and master tub. Recommend further evaluation by a qualified plumber.

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.

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NP=Not Present

D=Deficient

I	NI	NP	D
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SHOWER(S):

24 hour shower pan test has been specifically excluded.

Master shower floor holds water, does not tilt towards center drain.



Grout/caulking needed at vertical tile corners, cracks in tile and/or mortar between tiles, to prevent water entry behind the wall; Pet bath/ shower



LAUNDRY CONNECTIONS:

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

Unable to verify laundry connections in laundry area due to location of washer / dryer.

EXTERIOR HOSE BIBS:

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

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NP=Not Present

D=Deficient

I	NI	NP	D
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No water from exterior hose bib; **Yard near pool.**



GAS SUPPLY SYSTEMS

Pressure test of gas lines has been specifically excluded.

Gas meter located at the south exterior side of house

Gas meter less than 10" above ground.

Unable to determine if above ground gas lines are properly bonded as required by 2006 IRC/G2411.1 (310). Recommend further evaluation by qualified contractor.

OBSERVED BRANCH LINES:

Galvanized and/or black iron

A possible odor of gas was observed at Master bedroom fireplace gas valve access.

Recommend further evaluation by a licensed/ qualified plumber.



Gas valve improperly located more than 3 feet from unit, difficult to access, and/or on the opposite side of the unit; master bedroom.

I=Inspected

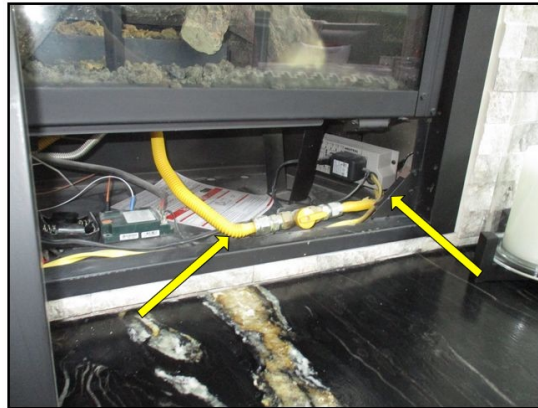
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NP=Not Present

D=Deficient

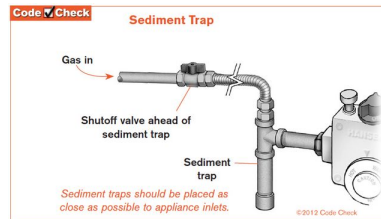
I NI NP D

Flexible gas line is not allowed to pass through cabinet. Ref. 2006 IRC G2422.1.2.3 (411.1.3.3) Prohibited locations and penetrations. Connectors shall not be concealed within, or extended through, walls, floors, partitions, ceilings or appliance housings; Family room fireplace.



Gas shut off located below/ inside family room fireplace or not readily accessible.

Did not observe gas line drip leg(s) on gas house heater and/or gas water heaters which are called for in the manufacturer's installation instructions, G2419.2 & .4(408.2)



APPLIANCE CONNECTIONS:

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.

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

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I	NI	NP	D
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B. Drains, Wastes, and Vents

Comments:

DRAIN, WASTE, VENT PLUMBING:

Type of drain waste vent material observed to be primarily plastic

Improper slope of the drain waste vent line observed. The line does not tilt downhill for drainage of condensate, possibly blocking proper venting of sewer gas.



Improper trap observed; **First floor guest bath sink.**



Hydrostatic pressure test of sewer lines was specifically excluded.

Jack and jill tub plumbing access has limited viewing.

There were no plumbing access / inspection panels behind one or more tub(s). Overflow gaskets and drains not checked. Recommend installation of bath plumbing access panels where possible.

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C. Water Heating Equipment

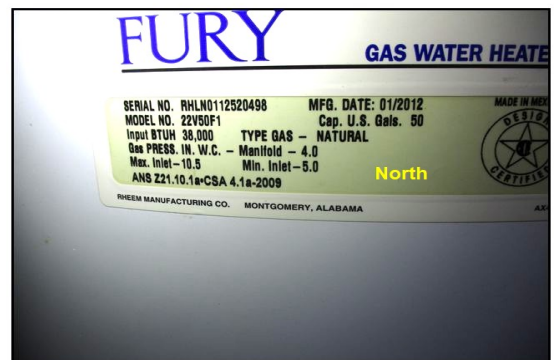
Energy Source: Natural Gas

Capacity: 50 gallons Each

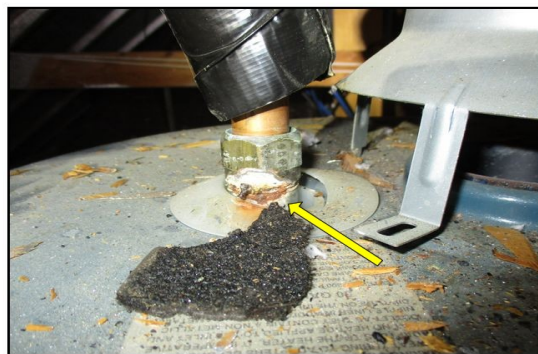
Comments:

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

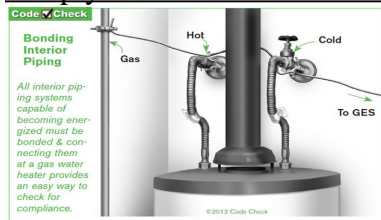
WATER HEATING UNIT(S): 2012 RHEEM (Both)



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



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



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Insulation/debris in drain pan needs to be removed to prevent clogging of the drain line; Both units..



Water temperature too hot - scalding hazard. Temperature was measured above 140°F. The following temperatures will produce 2nd & 3rd-degree burns on adult skin:

- 160°F in about 1/2 second
- 150°F in about 1-1/2 seconds
- 140°F in less than 5 seconds
- 130°F in about 30 seconds
- 120°F takes more than 5 minutes.



WATER HEATER EXHAUST VENT(S):
Vent pipe(s) not properly secured (strapped) in place.



Improperly vented - vent pipe not properly aligned / secured at the top of water heater. May be allowing products of combustion (bad gas) to vent into house/garage/attic; North unit.



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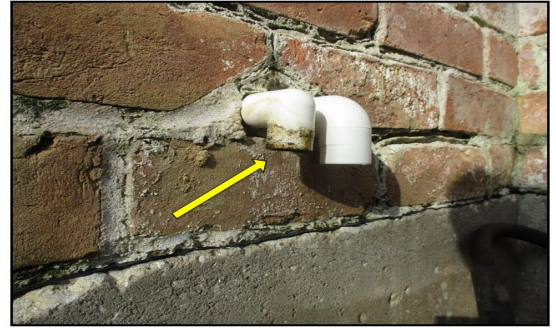
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I	NI	NP	D
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TEMPERATURE AND PRESSURE RELIEF VALVE(S):

TPR valve leaks water, service/repair/replace as necessary; Both units.



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

-

D. Hydro-Massage Therapy Equipment

Comments:

Not present at the time of inspection.

-

E. Other

Comments:

POT FILLER:

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

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V. APPLIANCES

A. Dishwashers

Comments:

Drain line needs to be better elevated and secured above side inlet of disposal to prevent debris and gray water from draining down line from disposal and back into dishwasher.

B. Food Waste Disposers

Comments:

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

C. Range Hood and Exhaust Systems

Comments:

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

D. Ranges, Cooktops, and Ovens

Comments:

GAS RANGE/COOKTOP:

No readily accessible valve observed to shut-off/stop gas flow to the Range.

ELECTRIC OVEN(S): RIGHT/ LEFT:

Timer and cleaning cycles not checked.

Left interior light of right oven does not work.

GRIDDLE:

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

WARMING DRAWER:

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

E. Microwave Ovens

Comments:

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

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F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

Exhaust fan improperly vents to the soffit, should vent to the exterior.



Did not confirm/verify proper venting of all units to the exterior.

G. Garage Door Operators

Comments:

Garage door operator control button is improperly located. Federal safety standard for automatic residential garage door openers states “Locate control button: (a) within sight of the door, (b) at a minimum height of 5 feet so small children cannot reach it, and (c) away from all moving parts of the door.”

Remote control hand held units were not checked/inspected.

H. Dryer Exhaust Systems

Comments:

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

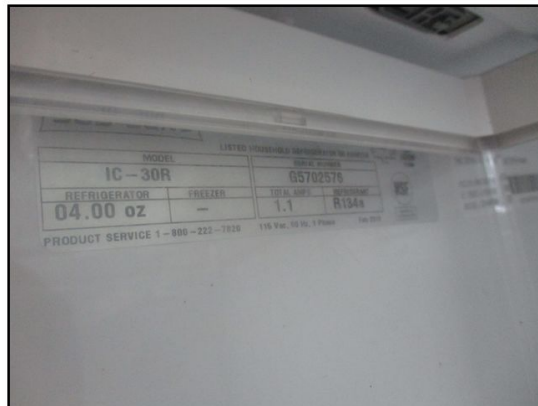
No significant deficiencies or anomalies observed at the time of inspection.

I. Other

Comments:

REFRIGERATOR:

Temperature measures:



Water filter status indicator light recommends filter replacement.

I=Inspected

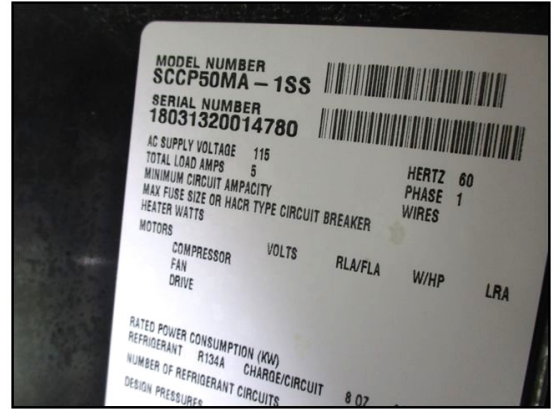
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ICE MAKER:



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.

Recommend cleaning interior of unit.

WASHER and DRYER:

Not checked/inspected.

WINE COOLER: LEFT: *Temperature measures:*



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

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I	NI	NP	D
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WINE COOLER: RIGHT: *Temperature measures:*



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

WHOLE HOME VACUUM SYSTEM:

Observed ports at second floor, unable to test and or locate a unit. Does not appear present/ no longer in use. Recommend consulting seller.

Not checked/inspected.

MOSQUITO MISTING SYSTEM:

Not checked/inspected.

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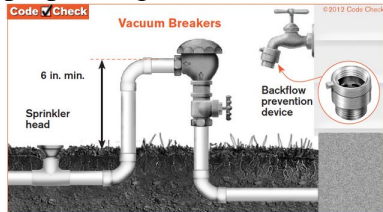
I NI NP D

VI. OPTIONAL SYSTEMS

A. Landscape Irrigation (Sprinkler) Systems

Comments:

Code required back-flow prevention device on the sprinkler system is not installed at proper height - a minimum of 6" above highest the head. Per IRC 2902.3



Observed one or more damaged heads.



One or more spray heads need adjustment for proper yard cover and reduced over-spray on the house, fence, and paved areas.

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Low pressure noted to one or more sprinkler heads; zone # 9.



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

Transformer/ plug cover is damaged/ missing.

Rain sensor was not checked/inspected. Not positioned properly.

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

2022 FOX INSPECTION GROUP REAL ESTATE INSPECTION SERVICE AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT

BETWEEN YOU THE CLIENT AND FOX RESIDENTIAL SERVICES GROUP LLC, ITS SUBSIDIARIES, AND ALL
SUBCONTRACTORS SCHEDULED OR ARRANGED THROUGH US

PLEASE READ CAREFULLY

- 1. SCOPE OF THE INSPECTION:** The inspector will perform a general, non-Invasive limited visual ("eyeball") inspection of the property structure at the address listed below to provide Client(s) with a written opinion as to the apparent general condition of the structure(s) components and systems at the time of the inspection. The inspection will be performed in a manner consistent with the "Standard of Practice" and "Code of Ethics" of "TREC" Texas Real Estate Commission and prepare a written report of the apparent condition of the readily accessible systems and components of the Property unless otherwise indicated existing at the time of the inspection. A copy of these Standards are readily available to the Client(s) at http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp Only systems and components that can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector will be inspected. Latent and concealed defects and deficiencies are excluded from the inspection, and Inspector is not liable for latent and concealed defects and deficiencies. Any area which is not exposed to view, concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or other things, or areas/items which have been excluded by "TREC" Texas Real Estate Commission standards and/or by the agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In the event that the property is a part of a condominium unit, such inspection will not include any other connected or external portions of a multi unit building or any common areas covered by a joint use agreement or considered common areas.
- 2. STANDARDS OF PRACTICE:** The parties agree that the Standards of Practice "TREC" Texas Real Estate Commission shall define the standard of duty and the conditions, limitations, scope, and exclusions of the inspection and are incorporated by reference herein.
- 3. CLIENT'S DUTY:** Client agrees to read the entire report when it is received and promptly call the Inspector with any question or concern regarding the inspection or written report. The written report shall be the final exclusive findings of the Inspector. In the event client becomes aware of a reportable condition which was not reported by the Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) before making any repair, alteration, or replacement.
- 4. FURTHER EVALUATION:** Client acknowledges and agrees that the Inspector is a generalist and that further investigation of a reported condition by an appropriate certified licensed specialist may provide additional information that may affect a Client(s) decision to purchase the home. Client should seek further evaluation from licensed professionals regarding the deficiencies identified in the written report. Inspector is not liable for Client(s) failure to further investigate reported deficiencies.
- 5. CHANGE IN CONDITION(S):** The parties agree and understand that conditions of systems and components may change between the inspection date and the time of closing. It is the Client's responsibility to further investigate before closing and the Inspector is not liable for any changes of conditions.
- 6. NOT A WARRANTY:** The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Client(s) understand that the inspection and inspection report does not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law. **INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM, THE PRESENCE OR ABSENCE OF LATENT OR HIDDEN DEFECTS THAT ARE NOT REASONABLY ASCERTAIN IN A COMPETENTLY PERFORMED HOME INSPECTION, OR THE REMAINING USEFUL LIFE OF ANY SYSTEM OR COMPONENT OF THE PROPERTY.**

7. **NOT AN APPRAISAL:** The Inspection will not include an appraisal of the value or a survey of building and/or property lines. This inspection or the inspection report may not be construed as an appraisal or survey and may not be used as such for any purpose.
8. **NOT A COMPLIANCE INSPECTION:** This inspection or inspection report is NOT a code compliance inspection or certification for past or present governmental codes or regulations.
9. **INSURABILITY:** The inspection or inspection report does not determine whether the property is insurable.
10. **THIRD PARTIES AND SUBROGATION:** The inspection and written report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees, arising from such a claim.
11. **LIMITATION OF LEGAL ACTION:** The parties agree that any legal action must be brought within one (1) year from the date of the inspection(s), or will be deemed waived and forever banned.
12. **LIABILITY:** The parties agree that the Fox Inspection Group and its employees and its agents assume no liability or responsibility for cost of repairing or replacing any defects specified in the written report, as well as no liability for the costs of further evaluation or investigation of the defects specified in the written report. Further, the parties agree and understand that the Inspector and its employees and its agents assume no liability for the costs of repairing or replacing any of the unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the Client that an installed system, or component of the premises which was inspected by the inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the client. Client agrees that prior to taking any action, legal or otherwise, Client shall: submit a written claim to Inspection Company within 10 days of the deficiency discovery to 11227 Endicott Lane, Houston TX 77035. The written claim shall describe the suspected deficiency. Allow the Inspection Company, their agent or legal representative to perform a re-inspection of the deficiencies stated in the claim. Agree to not to disturb or repair the disputed item prior to a re-inspection except in cases where injury or subsequent property damage may occur.
13. **DISPUTES AND ARBITRATION** In the event a dispute arises regarding an inspection that has been performed under this service agreement, Client(s) agree to notify Fox Inspection Group within ten (10) days of the time of discovery to give Fox Inspection Group a reasonable opportunity to re-inspect the property and resolved the dispute amicably. Upon the request of either party, all unresolved disputes relating to this agreement shall be submitted for arbitration in accordance with (AAA) American Association of Arbitrators and pursuant to the Federal Arbitration Act then in effect with costs shared equally. This provision shall be specifically enforceable and damages for breach of this provision shall include but not limited to court costs and attorney's fees. Client agrees that Fox Inspection Group and it's agents liability, if any, shall be limited to the amount of the inspection fee paid for inspection. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.
14. **SEVERABILITY:** If any court of competent jurisdiction determines that any section, provision or part of this Agreement is void, unenforceable, or contrary to Texas law, the remaining sections of this Agreement shall remain in full force and effect.
15. **DAMAGES:** If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, **THE MAXIMUM DAMAGE THAT THE CLIENT CAN RECOVER SHALL NOT EXCEED THE COST OF THE INSPECTION FEE PAID BY THE CLIENT.** The Inspection Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.

16. **CLIENT UNDERSTANDS:** The integrity and moisture content of framing and sheathing behind finished wall coverings (exterior siding, stucco, cement stone coverings, fiber cement siding, drywall, interior bath and shower tile walls, etc) is not visible to inspect and beyond the scope of our services and is excluded within our services and is excluded within our inspection and inspection report. The lack of proper detailing and flashing may result in water penetration behind siding resulting in water penetration and structural damage which Fox Inspection Group makes no guarantee, warranty, or implied in the inspection or inspection report.
17. **EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION CLAUSE:** In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for it's time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday
18. **RE-INSPECTIONS:** Fox Inspection Group does not normally conduct re-inspection services. We are not in the business of certifying the workmanship and/or warranting another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs. In the event a re-inspection is performed it is agreed 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.