

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



*Providing Peace of Mind,  
One Home at A Time,  
since 1989*

## **INSPECTION GROUP**

FIG Services LLC d/b/a FOX INSPECTION GROUP  
 Property Inspection Report #200601JO-1513 Nagle Street  
 8616 Daffodil St. Houston, TX 77063  
 (Office)713.723-3330 (Email) [office@foxinspectiongroup.com](mailto:office@foxinspectiongroup.com)

TREC Inspectors # 1718, 3648, 10503, 10524, 10533, 20283, 20719, 20975, 20976, 20994,  
 21225, 21326, 21463, 21810, 22072, 22735, 22779, 22780, 22850, 22922  
 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-113, TX-116, TX-119, TX-121, TX-140, TDTX-001  
 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  
 Texas Department of Insurance VIP Certificates #20110061045,  
 SBCCI Registered One & Two Family Dwelling Code Certified Inspector #1863 & #2185  
 ITC Certified Level 1 Infrared Thermographers #8661, #8662, #8692, #8694, #26034, #26505





8616 Daffodil St  
Houston, TX 77065  
[www.foxinspectiongroup.com](http://www.foxinspectiongroup.com)  
[office@foxinspectiongroup.com](mailto:office@foxinspectiongroup.com)

## PROPERTY INSPECTION REPORT

Prepared For: Justin & Lesley Miller  
(Name of Client)

Concerning: 1513 Nagle Street, Houston, TX 77003  
(Address of Inspected Property)

By: Jared Owen, TREC: PI 21225 06/01/2020  
(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](http://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.

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:** For the purposes of the report the front of the unit faces North (actually faces NE)

**Description:** 3 story, wood framed Single family residence; brick/cement board/wood exterior; composition roof; Attached garage

**Weather Conditions:** Partly Cloudy

**Approximate Outside Temperature:** 80'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.

**Need a Bid for Repair?**



**[Click Here](#)**



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

**I. STRUCTURAL SYSTEMS**

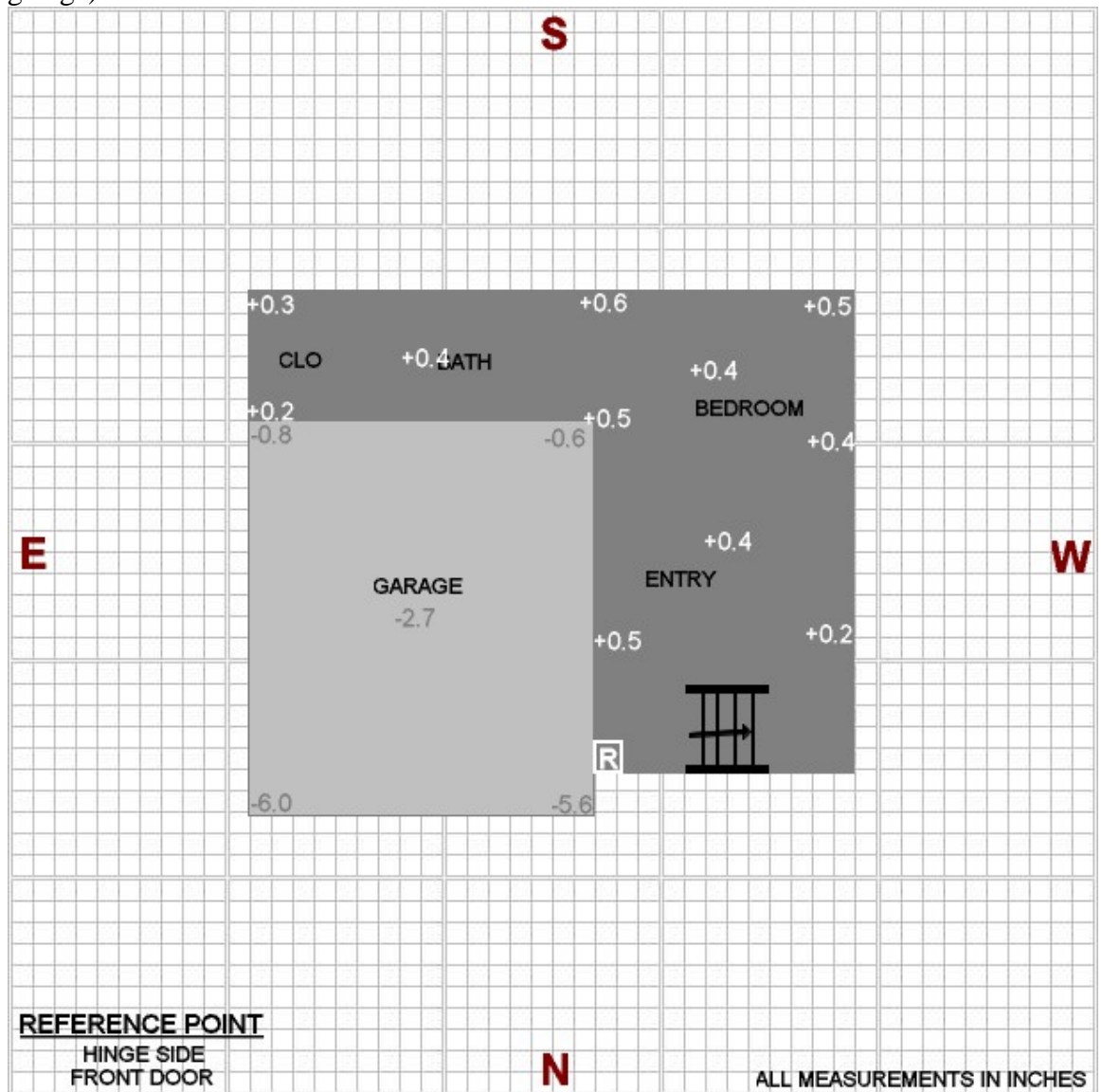
**A. Foundations**

Type of Foundation(s): Slab

Comments:

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

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 garage). Greatest variance was 0.6". Not drawn to scale.





I=Inspected

NI=Not Inspected

NP=Not Present

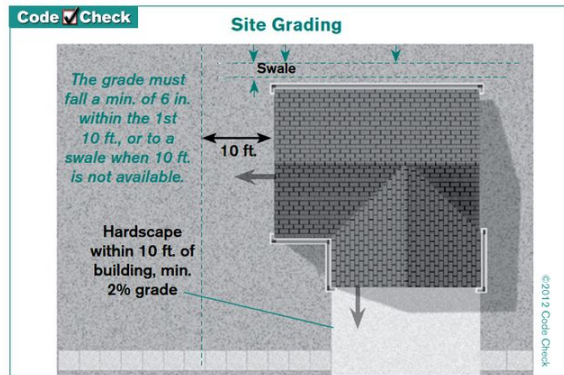
D=Deficient

I NI NP D

**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.



Bricks, stone, wood etc. should not be stored near the house or garage, can hide evidence of wood-destroying insect activity, recommend relocating away from house/garage.

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

*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 shingles over solid decking*

*Viewed From: 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.*

**ROOF SURFACE:**

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

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

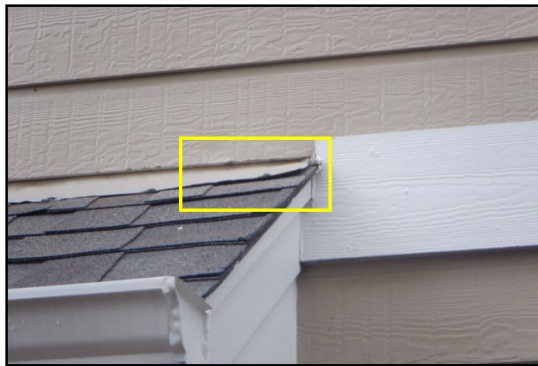
I	NI	NP	D
---	----	----	---

**VISIBLE FLASHING:**

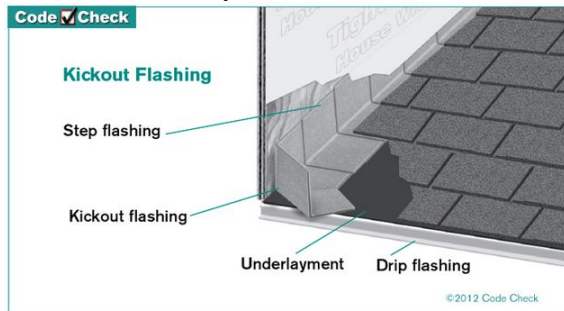
Exposed staples / nail heads / fasteners observed on the roof are not properly sealed. Water entry possible.



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



Did not observe "kick out" / end dam flashing where roof / balcony terminates along a wall. This flashing encourages rain water running down the roof / balcony to be diverted / "kicked out" away from wall and reduce chance of water penetration behind wall.





I=Inspected

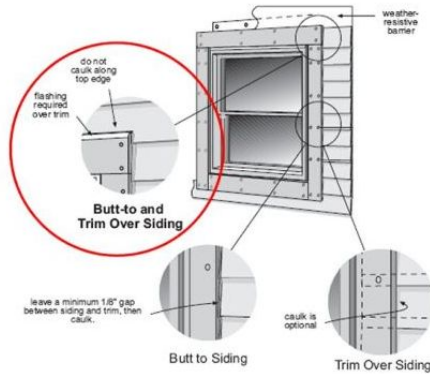
NI=Not Inspected

NP=Not Present

D=Deficient

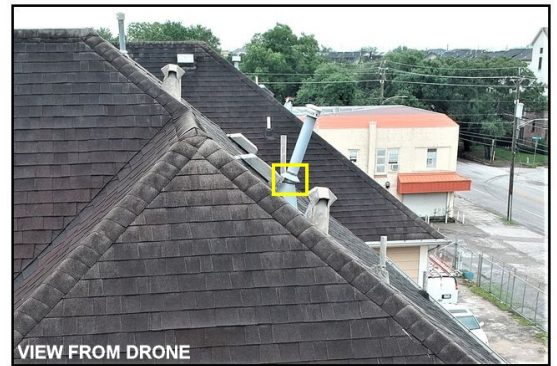
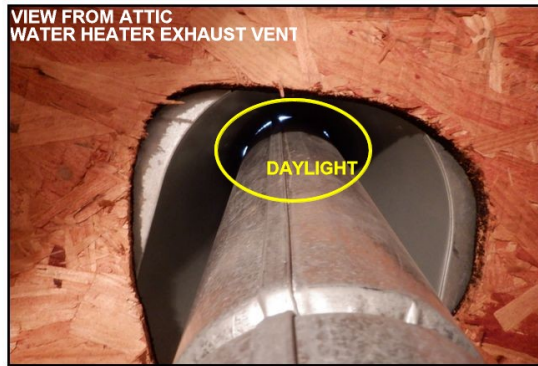
I NI NP D

Head flashing missing over window/door trim pieces. Without head flashing over window trim, sealing must be maintained as a defense against water penetration.

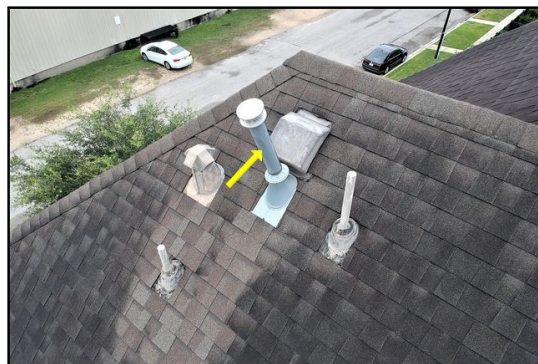


**ROOF PENETRATIONS:**

Storm collar not properly positioned on water and/or house heater vent pipe.



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



**EVIDENCE OF ROOF WATER PENETRATION:**

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



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

Water / rust stains on top of water heater, indication of possible previous water penetration. No active water penetration observed at time of inspection.



**RAIN GUTTERS AND DOWNSPOUTS:**

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



Downspouts need splash blocks at bottoms to prevent soil erosion.

- 
- 
- 
- 

**D. Roof Structures and Attics**

*Viewed From: Safely accessible areas as deemed by the inspector*

*Approximate Average Depth of Insulation: 8-10 inches*

*Approximate Average Thickness of Vertical Insulation: not observable*

*Comments:*

**ROOF STRUCTURE AND FRAMING:**

Evidence of previous ( possibly current) rodent activity in the attic.

**ATTIC INSULATION:**

Possible Biohazard: Strong animal urine odor observed at the time of inspection. In concentrated amounts found in poorly ventilated areas, ammonia fumes produced by animal urine can cause several symptoms after long-term exposure. The client is advised to obtain the services of a qualified environmental specialist to determine the severity of this issue. Recommend removal/remediation of soiled insulation.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

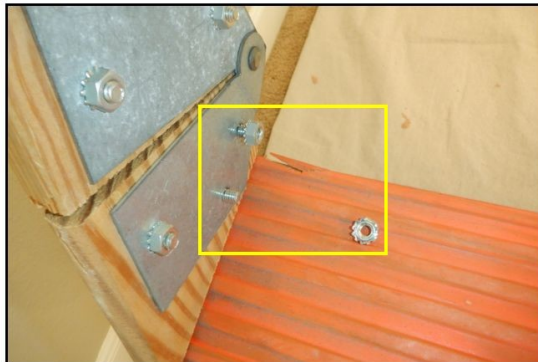
I	NI	NP	D
---	----	----	---

Insulation not properly positioned/missing in areas, etc.



**ATTIC ACCESS, LADDERS AND SERVICE WALKS:**

Tighten loose / replace missing nuts and bolts on stairway sections.



Attic ladder located very close to stairwell, hazardous condition. Observe caution.

*Not all areas of attic were accessible for inspection.*

**ATTIC VENTILATION AND SCREENING:**

*Attic power fan control box was not accessible, unable to verify operation.*

- 
- 
- 
- 

**E. Walls (Interior and Exterior)**

*Comments:*

**INTERIOR:**

Impact damage observed at one or more locations.

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

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

I=Inspected

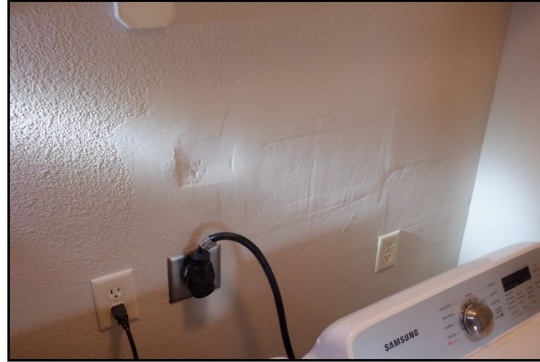
NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
---	----	----	---

*Patch / repair(s) noted at laundry room; This inspection does not rate the substance or adequacy of these repairs.*



*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:**

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

*Bushes/trees/foliage should not contact the siding of the house: obscures view of exterior siding / foundation and encourages wood rot and/or insect access.*

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.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

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



Observed some wavy cement board siding in one or more locations, cause is unknown. Possible improper installation.



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



Recommend sealing / foaming exterior where AC lines enter the house.



I=Inspected

NI=Not Inspected

NP=Not Present

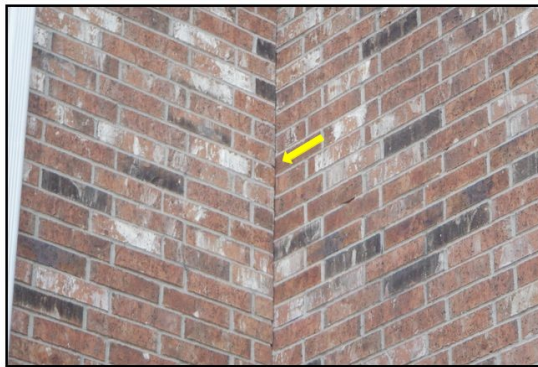
D=Deficient

I	NI	NP	D
---	----	----	---

Metal lintel(s) over window/door openings need paint.



Expansion joint(s) and / or inside corners in brick veneer need caulking. Ensure any mortar present in the expansion joint is first removed before sealing.



Cracks in brick 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.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

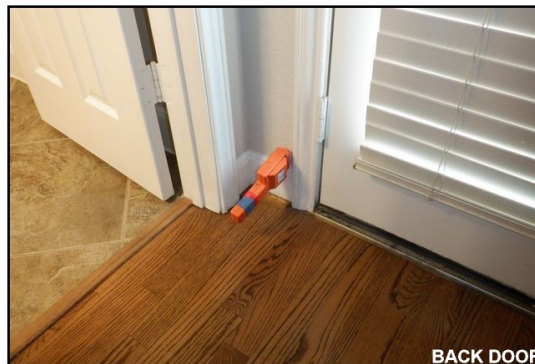
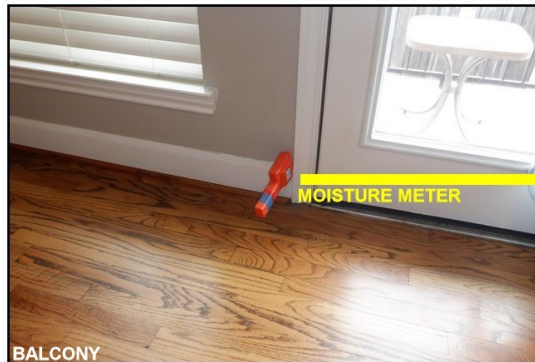
*Possible patch / repair(s) noted at north wall (balcony-wall intersection); This inspection does not rate the substance or adequacy of these repairs.*



**EVIDENCE OF WATER PENETRATION:**

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

**Water penetration detected at balcony and back doors. Did not observe door pan flashing at door thresholds (see Exterior Doors section below). Recommend further investigation / repair by a qualified professional.**



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

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



**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.*

- 
- 
- 
- 

**F. Ceilings and Floors**

*Comments:*

**CEILINGS:**

Cracks / repaired cracks in sheetrock observed in ceiling at one or more areas.

*Nail-heads were observed to be pushing through the interior finish in one or more locations of the home.*



I=Inspected

NI=Not Inspected

NP=Not Present

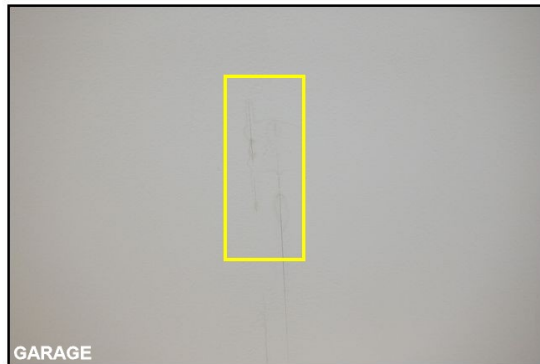
D=Deficient

I NI NP D

**Observed several suspected water stains in ceiling of garage. Majority of stains were not active (wet) at time of inspection, however moisture meter registered 1 water stain as active (wet). Source of moisture is unknown - no leaks observed from dishwasher / sink located in kitchen somewhat above this area. Recommend further investigation to determine root cause.**



Suspected water stains, damage or repairs observed, moisture detection equipment indicated that stains are not active (wet) at the time of inspection; garage, master bath.



*Patch / repair(s) noted at master bedroom; This inspection does not rate the substance or adequacy of these repairs.*





I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

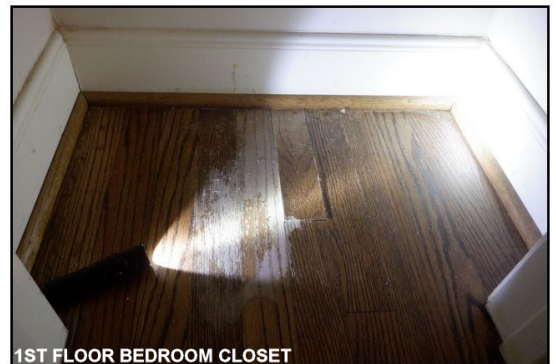
I NI NP D

**FLOORS:**

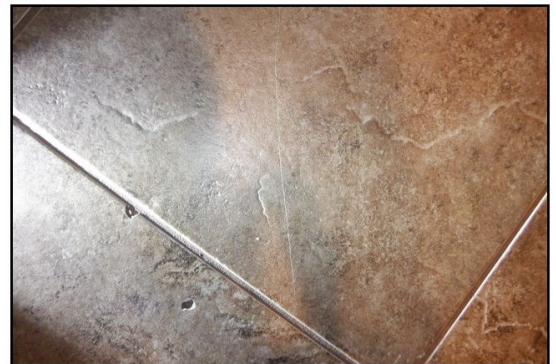
**Moisture meter registers water stains as active (wet); first floor bedroom closet (near bath). Source of moisture is unknown, no visible leaks observed from nearby sink. Recommend further investigation to determine root cause.**



Water damaged wood flooring. Observed cupping/unevenness of wood flooring, an indication of past or present high moisture conditions below wood flooring.



Cracked/chipped and/or loose floor tile observed in; balcony, kitchen.



Floor is not level upstairs, possibly due to improper/inadequate framing and/ or foundation settlement.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

*Floor squeaks/ pops noted.*

**G. Doors (Interior and Exterior)**

*Comments:*

INTERIOR:

Door rubs the jamb; first floor bath.

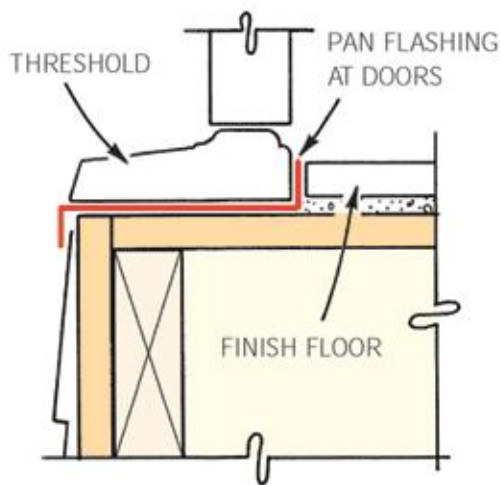
One or more doors in the house will not latch; master bath closet.

One or more doors in the house are difficult to open/close due to contact with the carpet; laundry room.

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

EXTERIOR:

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](#). Active water penetration detected at balcony and back doors (see Evidence of Water Penetration section above). Recommend further investigation and subsequent repair.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
---	----	----	---

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



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

Deadbolt latch does not fully extend into the door jamb, needs some work/adjustment for proper operation; balcony, front door.

The lock set/deadbolt does not hold the door tight against the weather-stripping. Adjust striker plates or weather-stripping for proper seal; balcony.

A "ghost door" was observed at one or more locations. The door is self-opening/closing. The door/jamb is not setting level/plumb; front door.

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

*Observed broken/damaged door jamb; back door.*

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

**GARAGE:**

Sticky/noisy operation, recommend adjustment and/or lubrication.

**H. Windows**

*Comments:*

**WINDOWS:**

One or more windows will not stay open; master bedroom - middle window.

Windows at one or more 2nd / 3rd 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

I=Inspected

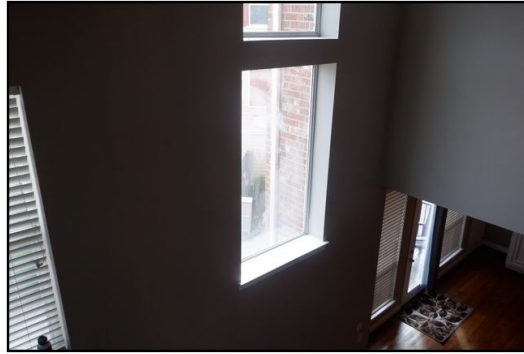
NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

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



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

Some window sills have been drilled for alarm sensors, possibly against the advice of the window manufacturer. Window jamb alarm sensors need to be sealed with silicone seal to prevent water entry.



One or more windows were not operational; 1st floor stairwell, 1st floor bath.

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

One or more screens are missing and/or damaged.

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



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

**SAFETY GLASS IN HAZARDOUS LOCATIONS:**

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

*No shower door / enclosure present at the time of inspection; master bath.*

- 

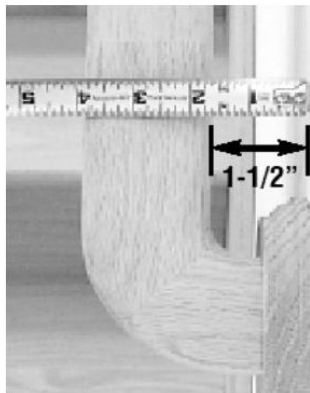
**I. Stairways (Interior and Exterior)**

*Comments:*

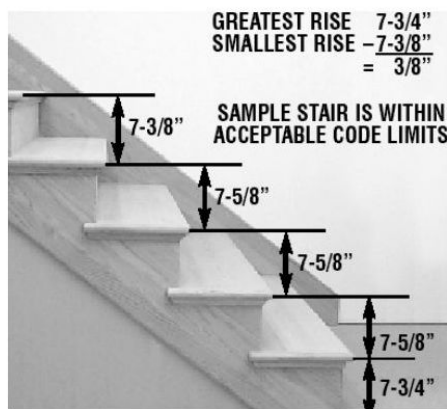
**INTERIOR:**

Section of handrail loose.

Stairway handrail does not comply with code, a section of the handrail does not have required clearance from the wall, It is a "hand/finger/knuckle grabber" (handrails adjacent to a wall shall have a space of not less than 1-1/2 inches (38mm) between the wall and the handrail) Per UBC 1006.2, IRC 311.5.6.2.



The stairway has a tripping hazard, Risers are not the same height along the entire height of the steps. Stairway does not comply with the current industry standard, Per IRC 311.5.3.1 & UBC 1006.3 requires "The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch."



I=Inspected

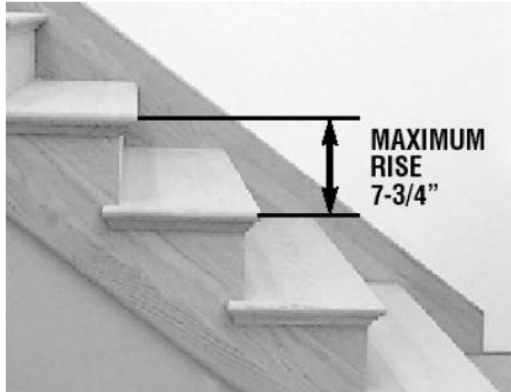
NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
---	----	----	---

Stairway does not comply with the current industry standard, Per IRC 311.4.3.1. requires “The maximum riser height shall be 7-3/4 inches.”



**J. Fireplaces and Chimneys**

*Comments:*

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

*Remote control hand held units were not checked/inspected.*

**K. Porches, Balconies, Decks, and Carports**

*Comments:*

Grout missing / deficient between balcony tiles at one or more locations. Recommend repair to prevent water entry at balcony.



*Permanent tile / flooring on balconies prevents inspection of substrate condition.*

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

*High soil / heavy foliage / deck and / or patio obscures the view of foundation and prevents visual inspection for termite and/or water penetration.*

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

**L. Other**

*Comments:*  
Not checked/inspected.

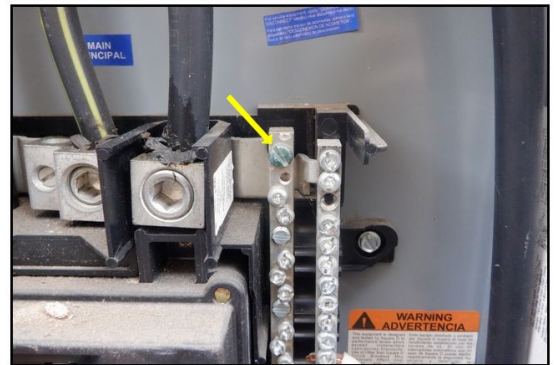
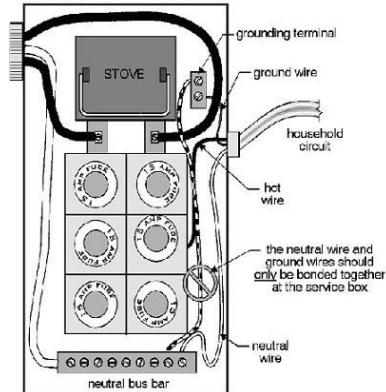
**II. ELECTRICAL SYSTEMS**

**A. Service Entrance and Panels**

*Comments:*  
?? AMP ELECTRICAL SERVICE PANEL NOT LOCATED (POSSIBLY AT SOUTH END OF STREET)  
Not checked / inspected. Panel bank is not properly labeled / identified. Recommend consulting seller / HOA for further information.

150 AMP ELECTRICAL SUB PANEL LOCATED AT SOUTH EXTERIOR WALL  
Improper wiring to sub-panel, there is no floating neutral. It does not comply with NEC 250-61b National Electric Code.

Don't bond neutral and ground wires downstream of service box



One or more breaker(s) were off at time of inspection. Inspector does not turn on breakers found in off position due to potential short/electrical problem, recommend inquiring seller regarding information regarding any/all breaker(s) found in the off position.





I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

Electrical code requires minimum clearance to electrical service panels to be 36" in front of and 30" from side to side.

Not all breakers are properly identified.

*Did not observe adequate AFCI (Arc Fault Circuit Interrupter) device protection, as required by current building standards. 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.*

**SERVICE WIRING:**

*Observed type of service wiring is aluminum.*

*Not checked/inspected.*

**FEEDER WIRING:**

*Observed type of feeder wiring is aluminum.*

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

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

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

*Comments:*

**BRANCH WIRING:**

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

**FIXTURES:**

Light not secured; second floor dining area.



Observed one or more ceiling fan(s) with not balanced and/or noisy operation; second floor living room.

I=Inspected

NI=Not Inspected

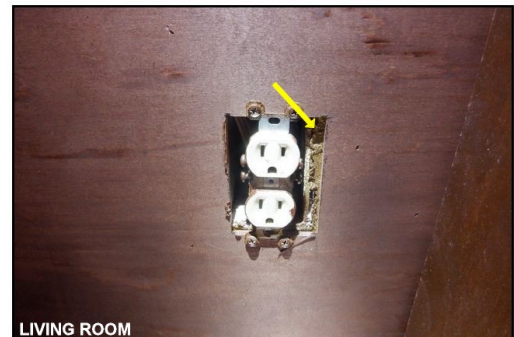
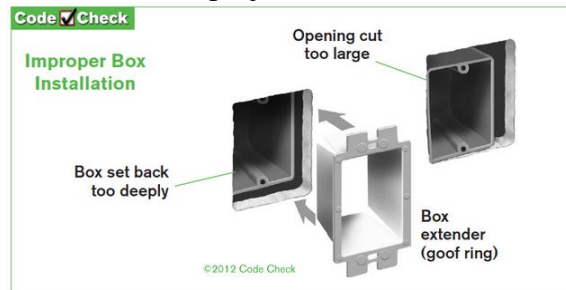
NP=Not Present

D=Deficient

I NI NP D

**OUTLETS:**

One or more outlets/switches/devices installed in/through combustible material were not flush-mounted as required by code, space exists between the faceplate and the edge of the electrical junction box. Per IRC E3806.7. In walls constructed of wood or other combustibile material, cabinets (outlet & switch boxes) shall be flush with the finished surface or shall project there-from.



One or more outlets are not secured well in the wall.

One or more cover plates were either missing or damaged.

*Observed 4-prong outlet for dryer as required by the current code. Will not fit older dryer with a 3-prong electrical plug.*

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

*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.*

*Garage and exterior outlets improperly tied together per 2014 NEC Code Change.*

*GFCI reset locations; (1) garage, (1) master bath, (2) kitchen counter, (1) sub panel.*

**SWITCHES:**

One or more cover plates were missing securing screws.

**EQUIPMENT DISCONNECTS:**

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

**SMOKE DETECTORS AND ALARMS:**

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

*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](http://www.cpsc.gov/CPSCPUB/PUBS/464.pdf), [www.carbonmonoxidekills.com](http://www.carbonmonoxidekills.com), [www.nfpa.org/index.asp](http://www.nfpa.org/index.asp), and [www.usfa.dhs.gov/downloads/pyfff/inhome.html](http://www.usfa.dhs.gov/downloads/pyfff/inhome.html).*

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

**DOORBELL & CHIMES:**

Bell ringer defective, does not sound / ring properly.

**OTHER ELECTRICAL ITEMS:**

*Not checked/inspected.*

**III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS**

**A. Heating Equipment**

*Type of System: Forced air*

*Energy Source: Gas*

*Comments:*

---

HEATING UNIT: (2006) GOODMAN

Model: GMS80905CN

S/N: 0609050316

Age: 14 YEARS

*Typical life expectancy: between 15 - 25 years as reported by Nachi [Click here for more information](#)*

Older unit, limited service life remaining.



I=Inspected

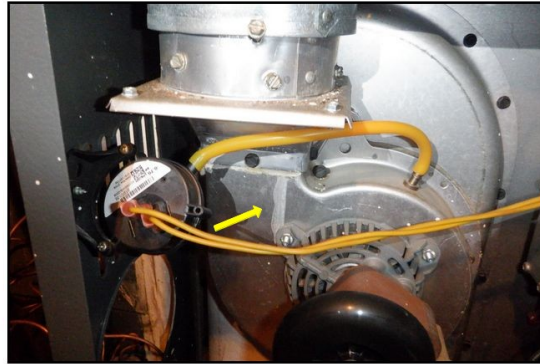
NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

Water/Rust stains on the unit.



HOUSE HEATER EXHAUST VENT(S):

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

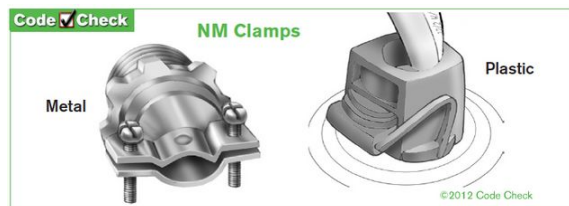
BLOWER(S):

*Inspector is unable to determine proper operation of mechanical damper located in attic.*

Note: damper control panel missing cover plate at time of inspection.

THERMOSTAT(S):

Thermostat wiring not secured to attic unit(s), missing small fitting that secures wiring to the cabinet to prevent pulling loose by service personnel or homeowner.



**B. Cooling Equipment**

*Type of System: Forced air split system*

*Comments:*

*Observed a zoning system installed on the A/C system. It involves multiple thermostats that are wired to a control panel, which operates dampers within the ductwork of your forced air-system. The thermostats constantly read the temperature of their specific zone, then open or close the dampers within the ductwork according to the thermostats settings.*

**Performance of zoning system is out of the scope of this inspection.**

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

Note: significant airflow was noted at second floor supply air vents while second floor thermostat was set to OFF mode. Recommend further evaluation of HVAC / damper system by a qualified HVAC technician.

We are unable to determine if the HVAC system is designed properly for your personal comfort throughout the year. It is our belief that the HVAC system's initial installation cost is the overriding factor during construction incorporating a single HVAC system for more than one floor. The ability of a single HVAC system to properly cool, heat and adequately dehumidify a multi-story dwelling is not determinable under a limited visual inspection. We are unable to determine if proper equipment and design were incorporated. HVAC systems should be designed through a computer model **Manual J** (calculation to determine the heat loss and heat gain for each room under peak conditions), a **Manual S** (proper equipment selection calculation). A **Manual D** (duct design calculation of room-by-room heat loss and heat gain numbers supplied by manual J calculations) and a **Manual T** (room to room load requirements.) The use of the 4 manual calculations is best done by an HVAC mechanical engineer for the dwelling. We recommend you obtain these worksheets from the HVAC contractor. Mechanical dampers (if present) are recommended to be tested yearly and replaced as necessary.

**CONDENSING UNIT: (2018) TRANE 4 TON [410a]**

Model: 4A7A4048L1000AA

S/N: 18251SR43F

Age: 2 YEARS

*Typical life expectancy: between 8 - 20 years as reported by Nachi [Click here for more information](#)*

**EVAPORATOR COIL: (2006) GOODMAN 4/5 TON**

Temperature Differential:

Return Temp: 72.3

Supply Temp: 54.2

Difference: 18.10

Age: 14 YEARS

*Typical life expectancy: between 15 - 25 years as reported by Nachi [Click here for more information](#)*



**E-coil at or near the end of serviceable life. The client should budget for repair/replacement.**

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
---	----	----	---

The TXV valve does not have the entire assembly wrapped/insulated.



Water stain(s) observed in attic near HVAC unit. Possible indication of previous leak from unit / components / vent.



---

**CONDENSATION DRAIN PAN/DRAIN LINES:**

*Water / rust stains observed in secondary pan; indication coil has a history of leaking/dripping condensation into the pan.*



Noise noted at the plumbing fixture drain where the primary drain line terminates; master bath right sink.



I=Inspected

NI=Not Inspected

NP=Not Present

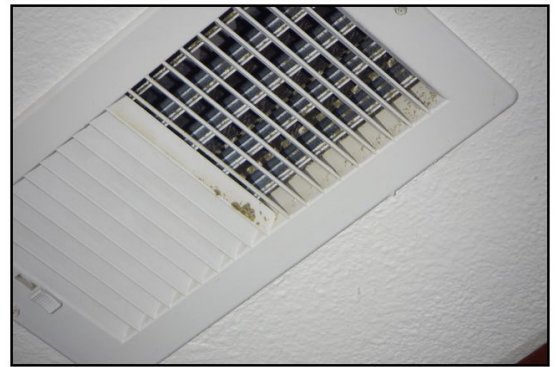
D=Deficient

I NI NP D

**C. Duct Systems, Chases, and Vents**

*Comments:*

Observed possible micro-organism growth on air supply grills/vents which may be a concern due to increased awareness of environmental issues associated with molds. *This inspector does not inspect for and is not qualified to render opinions on any type of environmental or other biohazards. If this is a concern or potential concern, Fox Inspections recommends having our company or a qualified professional of your choice for further information / investigation.*



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



*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.*

**IV. PLUMBING SYSTEMS**

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
---	----	----	---

**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: 63 psi*

*Comments:*

**WATER SUPPLY PLUMBING:**

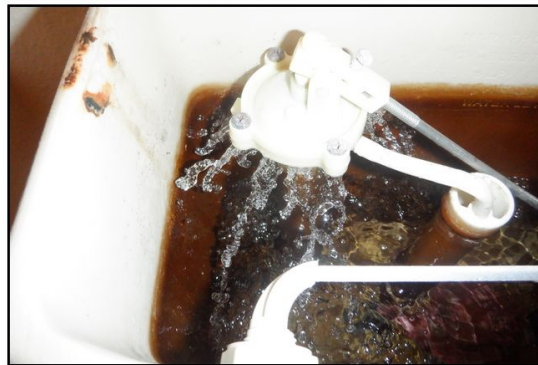
*Water supply piping observed to be predominantly plastic.*

Water meter box and/or cover damaged.

Recommend insulating exterior water line(s) to prevent freeze damage.

**COMMODES:**

Tank refill device defective, replace; master bath.



Commode not secured to floor, recommend removal of commode, inspection of flange serviceability, install type of wax ring with foam gasket inside wax and new securing bolts; second floor powder bath.

**SINKS:**

Slow drain; first floor bath.

Observed water damage under one or more sink from a previous water leak. No leaks were detected at the time of inspection; kitchen.

**FAUCETS:**

Recommend caulking around all tub/shower faucets and spouts to prevent water entry behind the wall.

**TUBS:**

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

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
---	----	----	---

**SHOWER(S):**

The drain line is restricted with hair/debris; master bath.

*24 hour shower pan test has been specifically excluded.*

**LAUNDRY CONNECTIONS:**

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

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

**EXTERIOR HOSE BIBS:**

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

**GAS SUPPLY SYSTEMS:**

*Pressure test of gas lines has been specifically excluded.*

*Gas meter located at the front of complex*

**OBSERVED BRANCH LINES:**

*Galvanized and/or black iron*

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

**APPLIANCE CONNECTIONS:**

*Proper flex*

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

**B. Drains, Wastes, and Vents**

*Comments:*

**DRAIN, WASTE, VENT PLUMBING:**

*Type of drain waste vent material observed to be primarily plastic*

*Laundry floor drain / line was not checked / inspected.*

*Hydrostatic pressure test of sewer lines was specifically excluded.*



I=Inspected

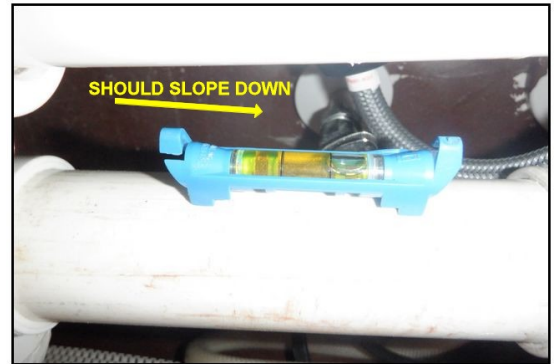
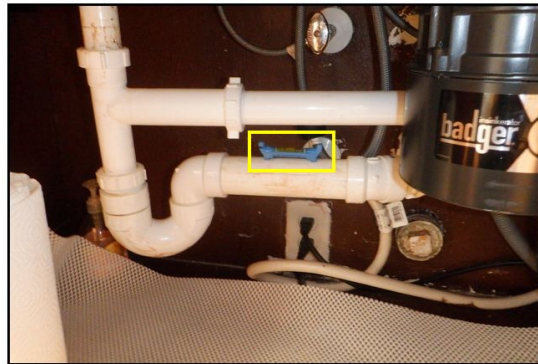
NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

Reverse slope of drain line, does not tilt towards downhill for proper drainage; kitchen.



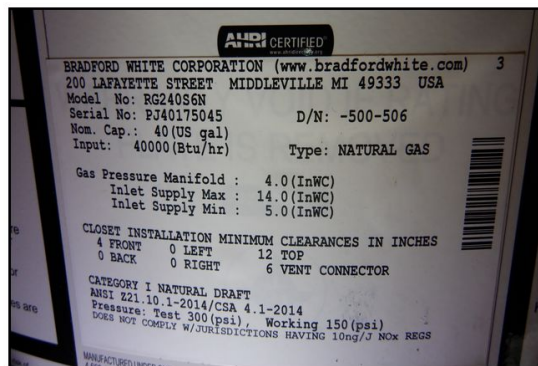
**C. Water Heating Equipment**

*Energy Source: Gas*

*Capacity: 40 gallons*

*Comments:*

WATER HEATING UNIT(S): (2017) BRADFORD WHITE 40 GALLON

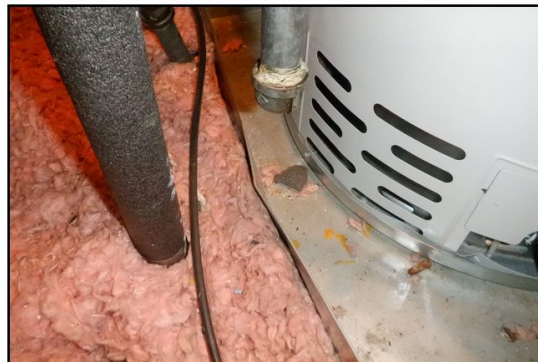


Manufactured in: 2017

Typical life expectancy of a water heater is 6 - 12 years as reported by Nachi-[Click here for more information](#)

Drain pan below water heater is damaged, sides dented.

*Water / rust stains in drain pan, indication of previous leak from unit / vent / piping.*



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
---	----	----	---

**WATER HEATER EXHAUST VENT(S):**

Vent pipe(s) is (are) not properly secured (strapped) in place.



Vent pipe connection(s) improper, inside out / upside down. May not fully contain products of combustion in the duct.



**TEMPERATURE AND PRESSURE RELIEF VALVE(S):**

*Did not check operation due to possible damage of property if 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:*

*Not checked/inspected.*

**V. APPLIANCES**

- 

**A. Dishwashers**

*Comments:*

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. Food Waste Disposers**

*Comments:*

**The food waste disposer is not operational, does not turn when power on to the unit.**

**C. Range Hood and Exhaust Systems**

*Comments:*

Excessive grease buildup on vent screen.

**D. Ranges, Cooktops, and Ovens**

*Comments:*

**GAS RANGE/COOKTOP:**

*Gas range top burners tend to go out when the knob is turned to the lowest setting.*

**GAS OVEN:**

The oven does not have the recommended anti-tip bracket on the backside of the unit.

*Timer and cleaning cycles not checked.*

**E. Microwave Ovens**

*Comments:*

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

**F. Mechanical Exhaust Vents and Bathroom Heaters**

*Comments:*

One or more exhaust vent grills have a build-up of dust, recommend cleaning.

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

**G. Garage Door Operators**

*Comments:*

The garage door operator control button is improperly located. Federal safety standard for automatic residential garage door openers states "Locate control button: at a minimum height of 5 feet so small children cannot reach it."

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



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

Push-button loose / not secure and has sticky/intermittent operation.

*Remote control hand held units were not checked/inspected.*

**H. Dryer Exhaust Systems**

Comments:

Dryer vent exhausts through attic to roof. It will be difficult to perform routine cleaning of dryer vent / exhaust port on roof. Proper venting to the exterior was not verified.

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

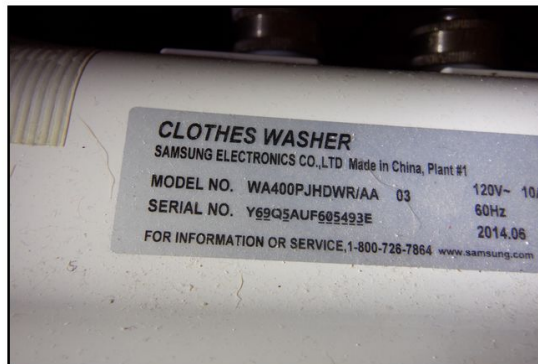
**I. Other**

Comments:

WASHER: (2014) SAMSUNG

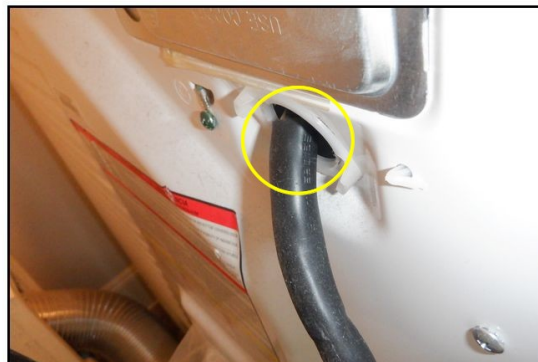
**Notice: This product may be referenced by a Safety Recall, Settlement or Performance Alert.**

**Reference: CPSC Recall # 17-028**



DRYER: (2014) SAMSUNG

Electrical cord is not secured to back of unit (missing small bushing).





I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
---	----	----	---

REFRIGERATOR: (2020) SAMSUNG

*Temperature measures:*

Upper: 33.1°F Lower: -0.9°F

*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.*

## VI. OPTIONAL SYSTEMS

- A. Landscape Irrigation (Sprinkler) Systems

*Comments:*

**Note:** *Sprinkler system not checked / tested, no control panel located for sprinkler system at time of inspection. Recommend inquiry of seller.*

Back-flow preventer needs insulation and / or insulation repair.

*Rain sensor was not checked/inspected.*

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

**2020 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](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 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](mailto: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](http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp).

## ***FOX SUMMARY PAGE***

This page represents a condensed (incomplete) summary of the full inspection report to help with prioritizing. This list is not all inclusive. It is the clients personal responsibility to read the full inspection report and call the inspector if you have any questions.

### **ROOF STRUCTURES AND ATTICS**

---

Possible Biohazard: Strong animal urine odor observed at the time of inspection. In concentrated amounts found in poorly ventilated areas, ammonia fumes produced by animal urine can cause several symptoms after long-term exposure. The client is advised to obtain the services of a qualified environmental specialist to determine the severity of this issue. Recommend removal/remediation of soiled insulation.

### **WALLS (INTERIOR AND EXTERIOR)**

---

**Water penetration detected at balcony and back doors. Did not observe door pan flashing at door thresholds (see Exterior Doors section below). Recommend further investigation / repair by a qualified professional.**

### **CEILINGS AND FLOORS**

---

**Observed several suspected water stains in ceiling of garage. Majority of stains were not active (wet) at time of inspection, however moisture meter registered 1 water stain as active (wet). Source of moisture is unknown - no leaks observed from dishwasher / sink located in kitchen somewhat above this area. Recommend further investigation to determine root cause.**

**Moisture meter registers water stains as active (wet); first floor bedroom closet (near bath). Source of moisture is unknown, no visible leaks observed from nearby sink. Recommend further investigation to determine root cause.**

### **DOORS (INTERIOR AND EXTERIOR)**

---

**Active water penetration detected at balcony and back doors (see Evidence of Water Penetration section above). Recommend further investigation and subsequent repair.**

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

## **WINDOWS**

---

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

## **SERVICE ENTRANCE AND PANELS**

---

Improper wiring to sub-panel, there is no floating neutral. It does not comply with NEC 250-61b National Electric Code.

## **COOLING EQUIPMENT**

---

Note: significant airflow was noted at second floor supply air vents while second floor thermostat was set to OFF mode. Recommend further evaluation of HVAC / damper system by a qualified HVAC technician.

**E-coil at or near the end of serviceable life. The client should budget for repair/replacement.**

## **FOOD WASTE DISPOSERS**

---

**The food waste disposer is not operational, does not turn when power on to the unit.**

## **LANDSCAPE IRRIGATION (SPRINKLER) SYSTEMS**

---

*Note: Sprinkler system not checked / tested, no control panel located for sprinkler system at time of inspection. Recommend inquiry of seller.*