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 #6/27/20239122 Golden Sunshine Drive 8616 Daffodil St. Houston, TX 77063

(Office)713.723-3330 (Email)office@foxinspectiongroup.com
TREC Inspectors # 1718,10503, 20283, 20975, 20994, 21225, 21735, 22779, 22780, 22850, 22922, 24370
Mold Assessment Company ACO1129, Mold Assessment Consultant MAC1452
Mold Assessment Technicians MAT#'s 1197, 1198, 1203, 1224, 1240, 1246, 1256
SBCCI Registered Building Inspector #5939
SBCCI Registered Mechanical Inspector # 1739
Exterior Design Institute (EDI) TX-111, TX-116, TX-119
ICC Building Inspectors # 1052678-B5, #5294898-B5
State of Texas Registered Code Enforcement Officer # CE1858
ICC Residential Combination Inspectors # 1052678-R5, #5294898-R5
ICC Residential Building Inspectors # 5167093-B1, #5294898-B1
ICC Mechanical Inspectors # 1052678-M5, #5294898-M5, 5230842-M1
Texas Department of Insurance VIP Certificate #20110061045
SBCCI Registered One & Two Family Dwelling Code Certified Inspector #1863 & #2185
Infrared Thermographers



# PROPERTY INSPECTION REPORT FORM

Bryan Marez Name of Client	6/27/2023 Date of Inspection
9122 Golden Sunshine Drive, Houston, TX 77064  Address of Inspected Property	
Richard Flores Name of Inspector	TREC P.I. 2279 MAC 1933 TREC License #
Name of Sponsor (if applicable)	TREC License #

#### **PURPOSE OF INSPECTION**

A real estate inspection is a visual survey of a structure and a basic performance evaluation of the systems and components of a building. It provides information regarding the general condition of a residence at the time the inspection was conducted. It is important that you carefully read ALL of this information. Ask the inspector to clarify any items or comments that are unclear.

#### RESPONSIBILTY OF THE INSPECTOR

This inspection is governed by the Texas Real Estate Commission (TREC) Standards of Practice (SOPs), which dictates the minimum requirements for a real estate inspection.

The inspector IS required to:

- use this Property Inspection Report form for the inspection;
- inspect only those components and conditions that are present, visible, and accessible at the time of the inspection;
- indicate whether each item was inspected, not inspected, or not present;
- indicate an item as Deficient (D) if a condition exists that adversely and materially affects the performance of a system or component **OR** constitutes a hazard to life, limb or property as specified by the SOPs; and
- explain the inspector's findings in the corresponding section in the body of the report form.

The inspector IS NOT required to:

- identify all potential hazards;
- turn on decommissioned equipment, systems, utilities, or apply an open flame or light a pilot to operate any appliance;
- climb over obstacles, move furnishings or stored items;
- prioritize or emphasize the importance of one deficiency over another;
- provide follow-up services to verify that proper repairs have been made; or
- inspect system or component listed under the optional section of the SOPs (22 TAC 535.233).

#### RESPONSIBILTY OF THE CLIENT

While items identified as Deficient (D) in an inspection report DO NOT obligate any party to make repairs or take other actions, in the event that any further evaluations are needed, it is the responsibility of the client to obtain further evaluations and/or cost estimates from qualified service professionals regarding any items reported as Deficient (D). It is recommended that any further evaluations and/or cost estimates take place prior to the expiration of any contractual time limitations, such as option periods.

**Please Note:** Evaluations performed by service professionals in response to items reported as Deficient (D) on the report may lead to the discovery of additional deficiencies that were not present, visible, or accessible at the time of the inspection. Any repairs made after the date of the inspection may render information contained in this report obsolete or invalid.

#### REPORT LIMITATIONS

This report is provided for the benefit of the named client and is based on observations made by the named inspector on the date the inspection was performed (indicated above).

ONLY those items specifically noted as being inspected on the report were inspected.

This inspection IS NOT:

- a technically exhaustive inspection of the structure, its systems, or its components and may not reveal all deficiencies;
- an inspection to verify compliance with any building codes;
- an inspection to verify compliance with manufacturer's installation instructions for any system or component and DOES NOT imply insurability or warrantability of the structure or its components.

REI 7-6 (8/9/21) Page 1 of 40

# NOTICE CONCERNING HAZARDOUS CONDITIONS, DEFICIENCIES, AND CONTRACTUAL AGREEMENTS

Conditions may be present in your home that did not violate building codes or common practices in effect when the home was constructed but are considered hazardous by today's standards. Such conditions that were part of the home prior to the adoption of any current codes prohibiting them may not be required to be updated to meet current code requirements. However, if it can be reasonably determined that they are present at the time of the inspection, the potential for injury or property loss from these conditions is significant enough to require inspectors to report them as Deficient (D). Examples of such hazardous conditions include:

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

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

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

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

#### ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

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

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

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

#### Highest Priority Items are printed in bold print.

For reference: The front of the unit faces South

Description: 1 story, wood framed, Single family home; Brick, Wood Exterior; Composition Asphault Roof.

Weather Conditions: Clear

Approximate Outside Temperature: 90s

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.

Due to the large number of issues / deficiencies found during the course of this inspection, client is advised / put on notice that this report should be considered to contain only a representative sample of deficiencies and does NOT list all possible issues or deficiencies.

Get an accurate Home repair estimate: https://www.repairpricer.com/

We appriciate your feedback and you can be entered to win an Ipad Mini: https://foxinspectiongroup.com/win-an-ipad

REI 7-6 (8/9/21) Page 2 of 40

# Table Of Contents

STRUCTURAL SYSTEMS	4-15
ELECTRICAL SYSTEMS	16-21
HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS	22-27
PLUMBING SYSTEMS	28-34
APPLIANCES	35-38
OPTIONAL SYSTEMS	39-40

REI 7-6 (8/9/21) Page 3 of 40

<u>Post tension cable live ends are exposed.</u> Recommend repair before more extensive repairs become needed.

REI 7-6 (8/9/21) Page 4 of 40

NI NP D

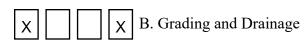
<b>Elevation Survey</b>						
Room	North	<u>East</u>	South	West	<u>Middle</u>	
Foyer			R			
Living room	-1.0	-0.5	-0.6	-1.5	-1.0	
Dinng Room	-1.1	-1.3	-1.3	-1.3	-1.3	
Kitchen	-1.2		-1.3			
Hall	-1.2		-0.9			
Guest Bath					-0.9	
Guest Bedroom	-1.4	-1.3	-1.1	-1.1	-1.4	
Primary Bedroom	-1.3	-0.9	-1.3	-1.6	-1.3	
Primary Bath		-1.2		-1.2	-1.3	
Reference Point is Hinge Side of Front Door (R=.0)						

Garage properly slopes to drain in the event of water intrusion.

A foundation elevation survey was conducted during the inspection. The floor plan above 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 -1.4" to 0.0"

REI 7-6 (8/9/21) Page 5 of 40

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



#### Comments:

Soil level too high around areas including, but not limited to, multiple areas house . Common industry practice requires a clearance of at least 4 inches from the bottom of the siding to the soil. High soil level near the siding promotes wood rot and is considered a conducive condition to termite activity and water penetration.

# **INSPECTION PHOTOS:**



High soil



High soil

REI 7-6 (8/9/21) Page 6 of 40

I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D	)			
$X \square \square X$	C. Roof Covering Mater	ials		
	Type(s) of Roof Cover Viewed From: Roof Le	ring: Composition Asph evel	alt Shingle Roofing	

### **ROOF SURFACE:**

Comments:

Ridge(s) on planes of roof surface observed. This is an indication that the addition was not perfectly tied into the existing structure.

Observed tree(s) leaning toward the house. Large limbs that fall could cause damage.

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

#### FLASHING:

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

#### **ROOF PENETRATIONS:**

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

#### **ROOF WATER PENETRATION:**

None observed at the time of inspection.

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

#### **GUTTERS & DOWNSPOUTS:**

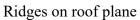
Recommend addition of rain gutters to help improve drainage and/or prevent wood rot at the following locations; where currently not present.

INSPECTION PHOTOS: CONTINUED ON THE NEXT PAGE

REI 7-6 (8/9/21) Page 7 of 40

NI NP D







Exposed nail heads



Exposed nail heads



Two types of roof vent used

REI 7-6 (8/9/21) Page 8 of 40

l=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				
X X	,	ttics accessible areas as dee Depth of Insulation: 6-8	,	

#### **ROOF STRUCTURE & FRAMING:**

Observed bucket(s) in the attic, possibly used for roof leak in the past or currently in use. Recommend inquiry of seller.

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

One or more ends of rafters were observed to be not cut flush with corresponding components - some degree of misfit was observed, average/mediocre framing. No repairs recommended.

Did not observe "H" clips at joints in roof decking to allow for the expansion of wood.

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

Daylight is visible from interior of attic at one or more locations. Recommend sealing these areas to prevent potential pest / rodent / water entry. Furnace exhaust

### **ATTIC INSULATION:**

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

# ATTIC ACCESS, LADDER & SERVICE WALKS:

Not all areas of the attic were accessible for inspection.

#### **ATTIC VENTILATION & SCREENING:**

The use of an attic hawk vent in combination with ridge vents does not ventilate attic properly. Hawk vent tends to pull air through ridge vent and circulate air in the upper area of attic instead of pulling air from lower soffit vents.

INSPECTION PHOTOS: CONTINUED ON THE NEXT PAGE

REI 7-6 (8/9/21) Page 9 of 40

NI NP D



Poor framing cuts to one or more rafters



Water stains/wood rot on roof decking



Daylight observed in attic



Water, stains/wood rot on roof decking

REI 7-6 (8/9/21) Page 10 of 40

I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				
$X \square \square X$	E. Walls			
	Comments:			

#### **INTERIOR WALLS:**

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

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

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

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

Recommend repairing holes/openings in garage walls and/or ceiling to serve as fire stopping to comply with current code.

Observed one or more deficiencies with cabinets / drawers, including but not limited to: cabinets doors / drawers not secure, hardware loose / missing / not functional etc.

Observed musty/moldy smell/odors which may be a concern due to increased awareness of environmental issues associated with molds. 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.

Moisture meter registers water stains as active; below kitchen sink

**EXTERIOR WALLS:** 

**BRICK:** 

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

REI 7-6 (8/9/21) Page 11 of 40

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

NI NP D

#### **CAULKING:**

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

Cracks at the upper corners of windows are typical due to not enough space left at the ends of steel lintel at the time of construction to allow for expansion of the metal.

Did not observe flashing above metal lintel(s) over window/ door openings as required by current building standards. Per IRC 703.8.

# INTERIOR WATER PENETRATION:

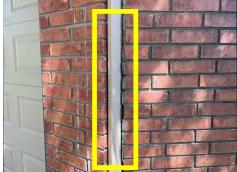
This inspection consisted of using a FLIR or similar infrared camera and walking the interior of the property looking for anomalies that would warrant further investigation using a pin type moisture meter and areas of deficient insulation. A Be advised that a thermal scan is not a substitute for indoor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

None observed at the time of inspection.

# **INSPECTION PHOTOS:**



Elevated moisture observed at/below kitchen sink



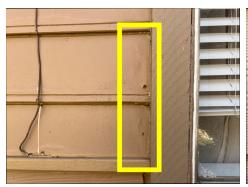
Caulk and seal vertical trim



Caulk and seal windows

REI 7-6 (8/9/21) Page 12 of 40

NI NP D





Wood rot

Caulk and seal exterior penetrations

Caulk and seal windows







Caulk and seal exterior penetrations Caulk and seal exterior penetrations

Water stains under kitchen sink Active leak



Thermal image of house

F. Ceilings & Floors

Comments:

**CEILINGS:** 

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

FLOORS:

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

REI 7-6 (8/9/21) Page 13 of 40

I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D	)			
$x \square x$	G. Doors (Interior and E.	xterior)		
	INTEDIOD DOODS:			

# INTERIOR DOORS:

Missing or non-functioning door stop behind one or more doors to prevent damage to sheetrock / interior finishes. Kitchen, kitchen pantry, guest bath

One or more pocket doors is damaged. Door will not close. Primary bedroom closet

Pocket door handle damaged; Primary bedroom closet

Door rubs the jamb / floor; Kitchen exterior door, kitchen pantry, primary bedroom

#### **EXTERIOR DOORS:**

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

Weather-stripping torn/damaged and/or missing on one or more exterior door(s). Front door

Improper threshold used on exterior doors without roof overhang protection from wind-driven rains can result in water damage from intermittent water entry. Kitchen, Primary bath

Wood rot of lower door and/or jamb; Primary bath

Exterior door does not have thumb latch to unlock door. All egress doors shall be opened from the inside without use of a key or special knowledge or effort. 2021 IRC R311.2.

Kitchen

Door between house and garage does not have an operational auto/self-closing device.

Threshold for garage pedestrian door observed to be loose / missing / damaged.

#### **GARAGE DOOR:**

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

REI 7-6 (8/9/21) Page 14 of 40

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

# **INSPECTION PHOTOS:**







Garage pedestrian door threshold is damaged

Wood rot on door/door frame

Wood rot on door/door frame

	H. Windows
--	------------

Comments:

# **WINDOWS:**

Not all windows were operated/accessible in furnished residence.

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

# **SCREENS:**

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

# **SAFETY GLASS:**

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

I. Stairways (Interior and Exterior)

Comments:

Not present at time of inspection.

J. Fireplace & Chimney

Comments:

Not present at time of inspection.

REI 7-6 (8/9/21) Page 15 of 40

I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP [	)			
X	K. Porches, Balconies, D	Decks, and Carports		

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

Tripping hazard(s) - walks and/or driveways are uneven.

The driveway has settled and has multiple cracks and uneven surfaces.

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

# **INSPECTION PHOTOS:**







Tripping hazard

Tripping hazard

Earth to wood contact at back deck

L. Other

Comments:

Not present at time of inspection.

REI 7-6 (8/9/21) Page 16 of 40

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

#### II. ELECTRICAL SYSTEMS

	Χ			Х	A. Service Entrance and Panels
ı			 		

Panel Locations: North Exterior Wall

Materials and Amp Rating: : 100 Amp Main Sernice Panel Aluminum feeder

wiring Comments:

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

### **BREAKER PANEL:**

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

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

#### **BREAKERS:**

Did not observe installed AFCI (Arc Fault Circuit Interrupter) device protection, as required by current building standards, for all: family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, 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, 2008, the State of Texas has adopted the 2005 NEC, which includes this requirement, as the ""minimum standard"" for all non-exempt electrical work. Homes built before 2002, generally were not required to have arc fault protection. However, the current TREC standard of practice requires inspectors to indicate that a hazardous or deficient condition exists if any home does not have this protection, regardless of the date the home was constructed.

WIRES: CONTINUED ON THE NEXT PAGE

REI 7-6 (8/9/21) Page 17 of 40

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

Disconnected wiring in the panel.

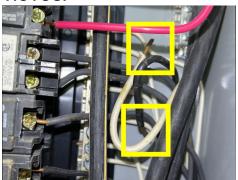
# **FEEDER WIRING:**

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

# **SERVICE WIRING:**

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

# **INSPECTION PHOTOS:**



REI 7-6 (8/9/21) Page 18 of 40

I. I	NII Nicolara con l	ND Not Donner	D. D. C. iv. (					
I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient					
I NI NP D								
$X \square \square X$	X B. Branch Circuits, Connected Devices, and Fixtures							
	Type of Wiring: Observed Comments:	Type of Wiring: Observed type of branch wiring is copper. Comments:						
	BRANCH WIRING:							
	Electrical line supplying p	power to A/C outside is	s not fully enclosed in protective					
	Antiquated electrical syst without or very limited great		cludes older type Romex wiring					
	FANS:							
	Could not confirm proper Primary bedroom	operation of fan do to	chain being to short.					
	One or more ceiling fan(s Kitchen, living room	s) not balanced and/or	noisy operation.					
	BULBS:							
	Light diffuser / globe crad Garage	cked, damaged or miss	sing;					
	FIXTURES:							
	Landscape lighting not c	hecked.						
			h dusk to dawn sensor, motion ts were not checked/inspected.					
	One or more light fixtures Dining room	s not present.						
	Multiple lights found to be could be a broken fixture Kitchen, primary bedroor	/switch or improper wi	eably just burned out bulbs, or it ring.					
	GFCI:							
	GFCI reset locations; 1-Guest Bath							

Did not observe GFCI protection of all outlets in required locations, including but not limited to the following locations;All Kitchen countertop outlets

REI 7-6 (8/9/21) Page 19 of 40

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

There was no GFCI protection observed at all required locations, including but not limited to; all bathrooms, kitchen countertop outlets, exterior outlets, in the garage, etc. This condition is a recognized hazard and should be corrected by a licensed electrician.

GFCI outlet does not operate properly when tested with simulated short; Guest bath

#### **OUTLETS:**

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

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

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

One or more switch controlled outlets were observed in the house; Primary bedroom

#### SWITCHES:

Unknown control, mystery switch(s) found, recommend inquiring current resident regarding use/control; Foyer

Switch/outlet can be operated while standing in tub/shower, shock hazard. Primary bath

# **ELECTRICAL DISCONNECTS:**

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

FIRE PROTECTION EQUIPMENT: CONTINUED ON THE NEXT PAGE

REI 7-6 (8/9/21) Page 20 of 40

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 iinside 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.

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.

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.

#### DOOR BELL & CHIMES:

Inspector is unable to verify proper operation of smart doorbell.

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

INSPECTION PHOTOS: CONTINUED ON THE NEXT PAGE

REI 7-6 (8/9/21) Page 21 of 40

NI NP D



Kitchen outlet not properly GFCI protected



Antiquated romex



Bath GFCI outlet not working properly



Outlet is switch controlled



Switch can be operated from bathtub



Wire not properly enclosed in conduit

X C. Other

Comments:

Not present at time of inspection.

REI 7-6 (8/9/21) Page 22 of 40

Fox Inspection G	roup	9	122 Golden Sunshine Drive, Houston, T
l=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
I NI NP [			
	III. HEATING, VENTILA	TION AND AIR COND	ITIONING SYSTEMS
$X \square \square X$	A. Heating Equipment		
	Type of Systems: Ford Energy Sources: Nature Comments:		
	under TREC guideline actions: inspect duct fa dampers, electronic ai reclaimers, wood burn	s, the inspector is not r ans, humidifiers, dehun r filters, multi-stage cor ing stoves, boilers, oil- rovisions, or reversing	r conditioning systems inspected required to perform the following nidifiers, air purifiers, motorized ntrollers, sequencers, heat fired units, supplemental heating valves; If buyer is concerned specialist.
	FURNACE: 2007 Trane		
	No significant deficien	cies or anomalies obse	erved at the time of inspection.
	FURNACE VENT:		
	No significant deficien	cies or anomalies obse	erved at the time of inspection.

# **BLOWERS:**

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

# THERMOSTATS:

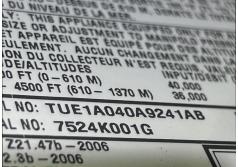
Thermostat wiring not secured to attic unit(s), missing small fitting that secures wiring to the cabinet to prevent pulling loose by service personnel or homeowner.

INSPECTION PHOTOS: CONTINUED ON THE NEXT PAGE

REI 7-6 (8/9/21) Page 23 of 40

NI NP D







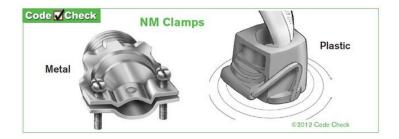
Furnace: 2007 Trane

Furnace: 2007 Trane

Furnace: 2007 Trane



Thermostat wire not properly secured



REI 7-6 (8/9/21) Page 24 of 40

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

X B. Cooling Equipment

Type of Systems: 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:**

2008 Trane 2 Ton

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:**

2007 Aspen 3 Ton

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.

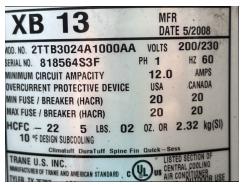
# **DRAIN LINES:**

The primary drain line should be insulated along the entire length in the attic to prevent warm attic air condensing on the cool drain line and dripping condensation.

INSPECTION PHOTOS: CONTINUED ON THE NEXT PAGE

REI 7-6 (8/9/21) Page 25 of 40

NI NP D



Condensing Unit: 2008 Trane 2 Ton



Evaporator Coil: 2007 Aspen 3 Ton



Evaporator coil temperature split: 22.0°



Primary drain line missing insulation

REI 7-6 (8/9/21) Page 26 of 40

I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D	)			
x	Comments:	s, and Vents		
	Comments:			
	Buver's Note: This cor	mpany does not inspec	the interior of the HVAC Duct	

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.

Recommend getting bid for repairs from HVAC specialist. https://forms.gle/W287FxnUqr21UZ9v5

### **FILTERS**:

One or more return air filters dirty.

#### **RETURNS:**

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

120 volt electrical wiring improperly located in return air chase. This does not comply with the current industry standard/code. Ref. NEC 300-22(c).

The return air chase is dirty, needs cleaning.

#### DUCTS:

Some gray duct wrapping damaged on ducts in the attic needs to be repaired. This product appears to be a type that was recalled many years ago due to deterioration of the exterior vapor barrier when exposed to light, recommend replacement.

Observed several/multiple areas in the attic where flex duct touch and are missing required 1" clearance from other ducts to prevent condensation between ducts that touch. Recommend general maintenance to flex ducts in the attic, Resupport where needed, seal/tape minor air leaks, repair torn/damaged vapor seal, etc.

INSPECTION PHOTOS: CONTINUED ON THE NEXT PAGE

REI 7-6 (8/9/21) Page 27 of 40

NI NP D







Return air chase not properly sealed

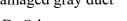
120 V wire located in return air chase

120 V wire located in return air chase



Damaged gray duct

D. Other



AC flex duct touching

# Comments:

Not present at time of inspection.

REI 7-6 (8/9/21) Page 28 of 40

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

#### IV. PLUMBING SYSTEMS

X A. Plumbing Supply, Distribution System and Fixture	ıres
---	------

Location of Water Meter: Front yard Location of Main Water Supply Valve: Not located Comments:

Static water pressure reading: 60 PSI

Type of supply piping material: Copper

### WATER SUPPLY SYSTEM:

Missing insulation on exterior water line(s) and/or sprinkler anit-backflow system to prevent freeze damage.

Missing insulation of exposed water lines in the attic.

Observed copper pipe connected to a galvanized water line without the benefit of di-electric coupling to prevent corrosion from dissimilar metals in contact with each other.

### **COMMODES:**

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

#### SINKS:

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

#### **FAUCETS:**

Leaks at base "O" rings, and/or stem washers; Guest bath

### TUBS:

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

One or more drain stoppers are missing or do not operate properly. Guest bath

REI 7-6 (8/9/21) Page 29 of 40

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

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. Primary bath

The rear flange of the spout should be flush with the wall of the shower; Primary bath

The overflow cover is loose. The overflow cover holds the overflow drain and gasket tight to the back of the tub. When loose, this joint can leak if the water level rises to the overflow. Check the condition of the gasket and tighten the cover.

#### SHOWERS:

24 hour shower pan test has been specifically excluded.

One or more shower head(s) missing.

#### LAUNDRY CONNECTIONS:

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

Hot & cold faucets of laundry room are not identified, color-coded (red-hot, blue-cold).

Corrosion observed on the water supply valve(s).

#### **HOSE BIBS:**

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

# **INSPECTION PHOTOS:**



Tub overflow cover is loose



Bath faucet leaks at base



Caulk and seal bathtub

REI 7-6 (8/9/21) Page 30 of 40

NI NP D







Missing dielectric coupler

Insulate attic waterlines

Insulate exterior waterlines

 $X \cup X$ 

B. Drains, Wastes, Vents

Type of Drain Piping Material: PVC Comments:

Hydrostatic pressure test of sewer lines was specifically excluded.

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

Recommend lowering sewer clean out access to minimize damage from lawn equipment.

REI 7-6 (8/9/21) Page 31 of 40

X C. Water Heating Equipment

Energy Source: Natural Gas Capacity: Unit is 40 gallons

Comments:

WATER HEATER: 2017 A. O. Smith 40 Gallons

Water temperature too hot - scalding hazard. Temperature was measured above 140.

# **WATER HEATER VENT:**

Vent collar not secured around vent pipe at the ceiling and/or is missing.

# **TEMPERATURE & PRESSURE RELIEF VALVE:**

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

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

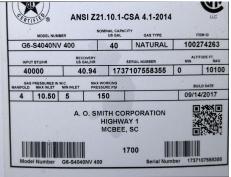
#### **DRAINS/ PANS:**

Located near house without benefit of a drain pan. Should water heater leak, interior finishes can be damaged.

# **INSPECTION PHOTOS:**



Water Heater: 2017 A. O. Smith 40 Gallons



Water Heater: 2017 A. O. Smith



Vent collar not properly secured to ceiling

REI 7-6 (8/9/21) Page 32 of 40

NI NP D



Water temperature



#### Comments:

Buyers note: Switch located at Primary bath closet must be on for spa tub to work.

Buyers note: Spa tub was not filled/tested during the inspection due to missing drain stopper.

Switches that can be operated while standing in tub are a recognized safety hazard.

The spa motor does not appear to have GFCI protection - this condition is a recognized safety hazard.

# **INSPECTION PHOTOS:**



Switch can be operated from bathtub

REI 7-6 (8/9/21) Page 33 of 40

I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				
x	E. Gas Distribution System	ems and Gas Appliances	hougo	

Type of Gas Distribution Piping Material:

- Black iron
- Galvanized steel

Comments:

#### **GAS LINES:**

Pressure test of gas lines has been specifically excluded.

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

Did not observe gas service for a gas dryer.

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)

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.

Gas meter less than 10" above ground.

#### VALVES:

Recommend replacement of all older style spring/friction type gas valves.

Gas shut off located behind appliance or not readily accessible.

INSPECTION PHOTOS: CONTINUED ON THE NEXT PAGE

REI 7-6 (8/9/21) Page 34 of 40

NI NP D



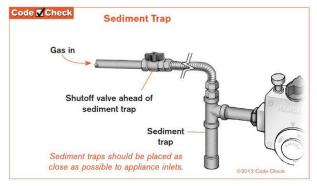




Missing drip leg

Observed older spring valve

Gas meter lower than 10" from ground



		F. Other
--	--	----------

Comments:

Not present at time of inspection.

V. APPLIANCES

X		A. Dishwashers
		Comments:

DISHWASHER Frigidaire

Interior stained from hard water, recommend cleaning.

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

INSPECTION PHOTOS: CONTINUED ON THE NEXT PAGE

REI 7-6 (8/9/21) Page 35 of 40

NI NP D



Dishwasher: Frigidaire



Dishwasher Frigidaire

 $|\mathbf{x}|$   $|\mathbf{x}|$ 

B. Food Waste Disposers

# Comments:

Electrical wiring is not in protective conduit and not secured to the base of disposal unit.

# **INSPECTION PHOTOS:**







Wires exposed at Base/conduit not secure

C. Range Hood and Exhaust Systems

# Comments:

Recirculating vent hood observed, does not vent appliance(s) to the exterior.

Light missing plastic shield.

REI 7-6 (8/9/21) Page 36 of 40

Fox Inspection Gro	oup	91	122 Golden Sunshine Drive, Houston, T
I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
I NI NE D	<u> </u>		
$X \square \square X$	D. Ranges, Cooktops, and	d Ovens	
	Observations:		
	Gas Range/Cooktop: Frigidaire		
	No significant deficien	cies or anomalies obse	erved at the time of inspection.
	Gas Oven(s): Frigidaire		
	Timer and cleaning cy	cles not checked.	
	Interior light missing p	rotective cover.	
	INSPECTION PHOTO	S:	
TO GAMEN ESTABLE STATE OF THE S		TOTAL STATE OF THE	Model No. LFGF3014LWC Numero De Modele

Frigidaire Ovens

Comments:

Gas range/oven: Frigidaire

Gas range/oven: Frigidaire

	X	E. Microwave O

Gas range/oven:

Not present at time of inspection.

F. Mechanical Exhaust Vents and Bathroom Heaters Comments:

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

Exhaust fan improperly vents into the attic, should vent to the exterior.

REI 7-6 (8/9/21) Page 37 of 40

NI NP D



	Bath fan exhaust into attic
	G. Garage Door
	Comments:
X	Garage door opener not present at the time of the inspection.  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 Whirlpool
	No significant deficiencies or anomalies observed at the time of inspection.
	WASHING MACHINE Whirlpool
	No significant deficiencies or anomalies observed at the time of inspection.
	DRYER Whirlpool
	No significant deficiencies or anomalies observed at the time of inspection.

REI 7-6 (8/9/21) Page 38 of 40

INSPECTION PHOTOS: CONTINUED ON THE NEXT PAGE

NI NP D



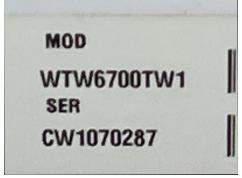




Refrigerator: Whirlpool

Refrigerator temperature

Freezer temperature



Washing machine: Whirlpool



Dryer: Whirlpool

# VI. OPTIONAL SYSTEMS

A. Landscape Irrigation (Sprinkler) Systems
Comments:
Not present at time of inspection.  B. Swimming Pools, Spas, Hot Tubs, and Equipment
Type of Construction: N/A Comments:
Not present at time of inspection.

REI 7-6 (8/9/21) Page 39 of 40

Fox Inspection Gr	oup	91	22 Golden Sunsnine Drive,	Houston, I
I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D	)			
	C. Outbuildings  Materials: Not Checke Comments:	ed/ Inspected.		
	Not Checked/ Inspecte	ed.		
	D. Private Water Wells ( Type of Pump: N/A Type of Storage Equip Comments:	A coliform analysis is reco	ommended)	
	Not present at time of E. Private Sewage Dispo Type of System: N/A Location of Drain Field Comments:	sal Systems		
	Not present at time of F. Other Built-in Applian Comments:	•		
	Not present at time of G. Other Comments:	inspection.		
	Not present at time of	inspection.		

REI 7-6 (8/9/21) Page 40 of 40

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

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

- 20. COMPENSATION BY OTHERS: Fox Inspection Group may accept a fee from various vendors in this real estate transaction to compensate for administrative / coordinating / scheduling their services. Fox Inspection Group is accepting a fee or other valuable consideration from HomeSwitch LLC., in this real estate transaction. Client(s) acknowledges that they have been informed of this arrangement between Fox Inspection Group and HomeSwitch LLC and authorizes HomeSwitch LLC to call Client at the phone number provided to discuss options regarding setting up TV, Internet, Home Phone, Electricity, Home Security, Pest Control even municipal utilities at their future home. If client(s) does not want to be contacted just let us know by phone (713-723-3330) or by email (Office@FoxInspectionGroup.com) .
- 21. PERSONAL SAFETY: We are not responsible for another participant's personal safety during the inspection process. Client, their representative's, or others participation shall be at his/her own risk for falls, injuries, property damage, etc. We reserve the right to refuse service to anyone for any reason.
- 22. REGARDING PREVIOUSLY FLOODED HOMES: Client is hereby put on notice, Caveat emptor / buyer beware; this property inspection and report specifically excludes any representation that the structure has been properly renovated / repaired after being flooded. Ultimate responsibility for proper renovation and repair lies solely with the property owner / seller and their repair contractors (NOT others associated with the transaction such as Realtors, home inspectors, appraisers, surveyors, title companies, lenders, etc.) Client is strongly advised to obtain all mandatory seller disclosure and documentation, including but not limited to photos and video, regarding any past flooding of the structure, as well as repair methods and techniques used by others to restore the property to its pre-flood condition including their contact information for future reference.
- 23. This Agreement, including the terms and conditions on all pages, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. ACKNOWLEDGMENT: the undersigned has reviewed this document, understands its content and agrees to the terms and conditions contained. The client further represents and warrants that he or she has full and complete authority to execute this contract on behalf of any spouse or significant other, and to fully bind any spouse or significant other to all terms, conditions, exclusions and limitations of this agreement. The report adheres to the "TREC" Texas Real Estate Commission Standards which is readily available ) at

 $http://www.trec.state.tx.us/inspector/rules\_governing\_inspectors.asp.$