

**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**





**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.

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**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 east.

Description: Number of stories 2, wood framed condominium; Brick/ Vinyl/ Wood/ Siding, Flat roof, Attached Garage.

Weather Conditions: Partly Cloudy

Approximate Outside Temperature: 90's

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

**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.**

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

I	NI	NP	D
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I. STRUCTURAL SYSTEMS

A. Foundations

Type of Foundation(s): Slab on Grade  
 Comments:

**Differential movement/settlement observed; indicated by one or more of the following observed conditions; Elevation readings, cracks in brick veneer and/or foundation, cracks in sheetrock over doors and windows, doors that are not square in the jamb, etc. In my opinion, the distress patterns observed at the time of inspection indicate that the foundation is not performing its intended function. Acceptance of present and future condition/performance/maintenance rests solely on the buyer.**

A foundation elevation survey was conducted during the inspection. The floor plan drawing (not to scale) below represents data gathered using a Zip Level and adjusting for floor covering height differences. i.e. differences between tile, carpet and wood flooring (except step down to the garage). Measurements are listed to the nearest 1/10th of an inch. The greatest variance was -1.6" to .5"

**SLAB:**

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

Observed one or more cracks in the foundation; garage.

**INSPECTION PHOTOS:**



Multiple large foundation cracks observed in the garage.

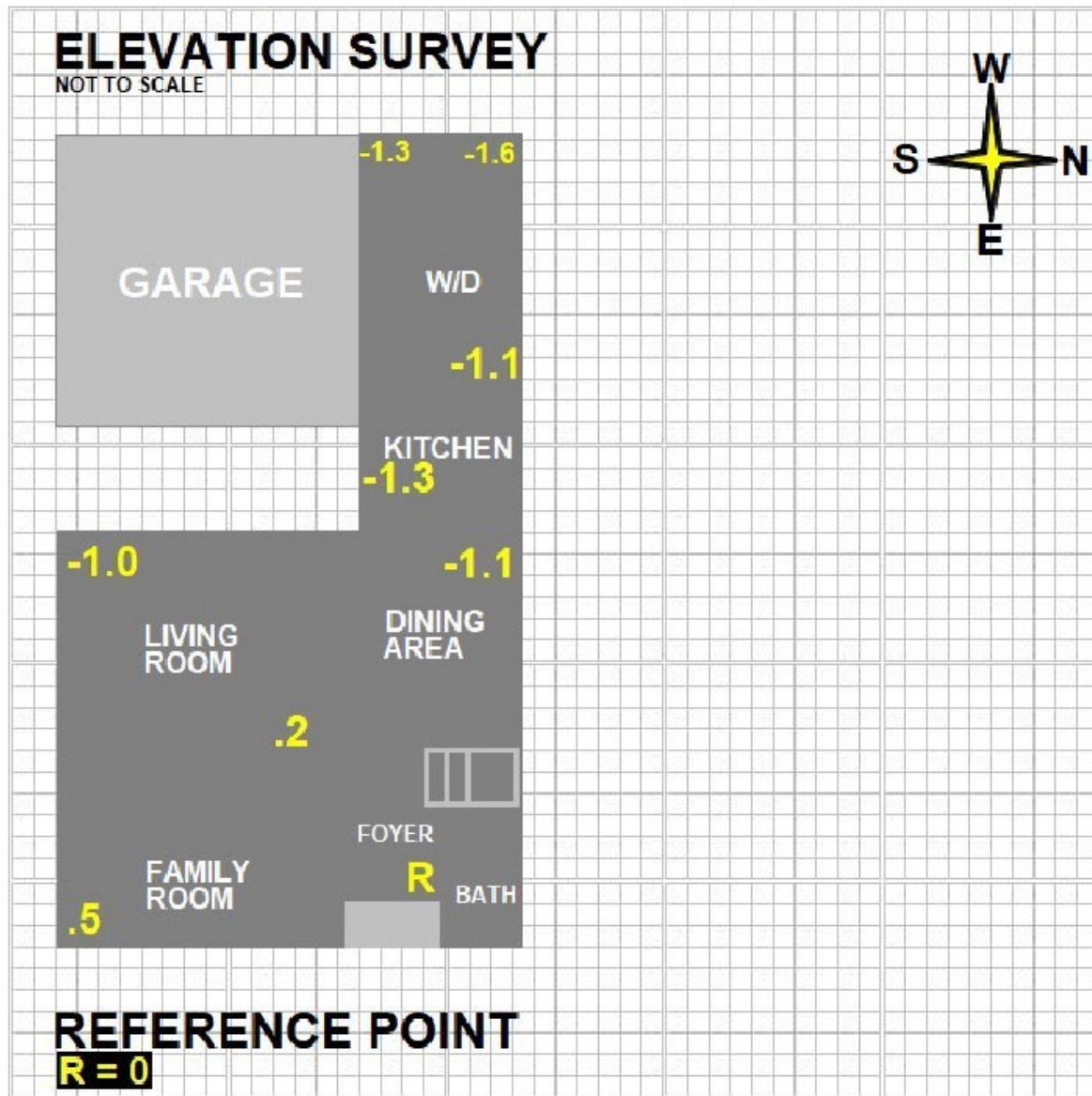
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B. Grading and Drainage

Comments:

**Grading & Drainage:**

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

Depressions in soil near foundation are detrimental to good foundation maintenance, recommend filling in depressions.

The soil has pulled away/separated from the foundation; indicates inadequate moisture level of soil supporting the foundation system, this situation should be addressed to prevent damage to the foundation.

**INSPECTION PHOTOS:**



The soil has pulled away from the foundation wall at multiple locations.

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C. Roof Covering Materials

Type(s) of Roof Covering:  
 • Composition Asphalt Shingle Roofing  
 • Composition Roll Roofing  
 Viewed From:  
 • Drone  
 Comments:

**ROOF SURFACE:**

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

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

Observed spot repairs to the roof surface; possible water penetration area.

Older roof, nearing the end of serviceable life. (last 1/3 to 1/4 of serviceable life remaining). Observed brittle, cracked, curled ends and/or excessive granular loss of shingles.

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

Tree limbs in contact with the roof can/ will damage the roof.

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

**FLASHING:**

Observed rusted flashing on the roof.

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

Cap flashing needs to be sealed/caulked at the joints.



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Observed masonry counter flashing damaged, missing or improperly installed. May allow water penetration to occur between the masonry and flashing.

**ROOF PENETRATIONS:**

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

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

Storm collar not properly positioned on water / house heater vent pipes.

Observed improper use of roof tar as a sealant around the house / water heater vent piping. Roof tar is not an approved sealant around hot vent piping.

**ROOF WATER PENETRATION:**

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

Areas of water stained/ rotted roof decking observed in attic. All accessible stains were checked with moisture meter, no active moisture detected at time of inspection.

Water stains observed on house / water heater exhaust vent pipes, indication of previous water penetration. No active water penetration observed at time of inspection.

**GUTTERS & DOWNSPOUTS:**

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

Full of debris and/or holds standing water.

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

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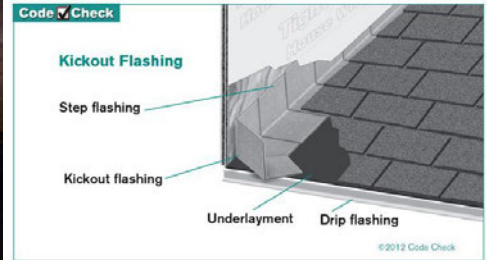
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Improper tar repairs observed around hot vents.



Multiple water stains observed on roof decking/attic framing. Dry at the time of inspection.



Roof flashing/cap flashing not sealed at seams and joints.



Observed multiple areas of water stains/evidence of ponding water on both flat roofs.



Multiple areas of rusted flashing observed on the roof surface.



Misaligned storm collar observed on one or more hot vents.



Flat roof damage/repair observed on the roof.



Kick-out flashing missing at multiple areas on the roof.

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Counter flashing damaged at multiple locations on the roof.



Trees/foliage touching roof.

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D. Roof Structure and Attics

Viewed From:  
 • Safely accessible areas as deemed by the inspector  
 Approximate Average Depth of Insulation: 3-4 Inches  
 Comments:

**ROOF STRUCTURE & FRAMING:**

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

**ATTIC INSULATION:**

Visually/Thermal imaging indicates attic insulation was in very poor condition throughout the house. Recommend adding more insulation to help insulate your home and lower your electricity bills.

Insulation not properly positioned/missing in areas, etc.

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

Inspector is unable to verify if recessed lights are rated to be in contact with insulation. It is a fire hazard for insulation to be within 3" and wood to be within 1" of recessed lights.

**ATTIC ACCESS, LADDER & SERVICE WALKS:**

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

*Stairway to the attic is not sealed with weather stripping to seal gaps and prevent loss of conditioned air to the attic or is missing insulation on the stairway.*

Attic ladder not cut to fit properly, which puts undue stress on the ladder. There should be no gaps at section ends.

The return air chase is close to the attic stairway. The stairway is not sealed with weather stripping to seal gaps and prevent loss of conditioned air to the attic or is missing insulation on the stairway.

Scuttle hole attic access located in the garage shall/should/needs to be fire rated type to maintain code required fire-rated separation of the attached garage to the house.

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Scuttle hole access to attic only. Whenever there is mechanical equipment in the attic it is recommended to provide a pull-down type ladder access for service personnel.

Attic floor decking not adequately secured and/or supported at board ends in some areas, and/or decking is not rated for use as flooring. Stepping on the ends of the board can result in board flipping up or bowing down.

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

**ATTIC VENTILATION & SCREENING:**

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

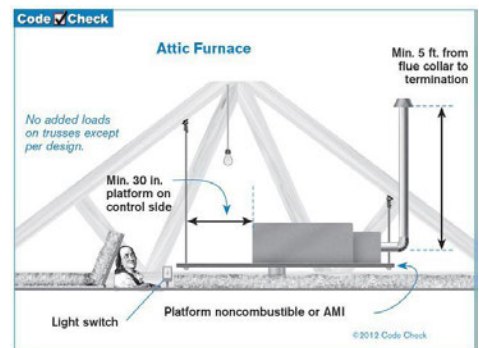
**INSPECTION PHOTOS:**



Observed multiple areas of water stains/wood rot in the attic.



Daylight observed in the attic at multiple unintended locations.



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E. Walls(Interior and Exterior)

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 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.*

*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.*

*Houses built prior to 1978 may contain lead based paint, this company does not inspect for lead, bio-hazards or any other pollutants.*

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

*Fresh paint observed on interior surfaces can mask distress indicators.*

One or more sink cabinet bases are damaged from previous water leaks or stored leaking cleaning products.

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.

**EXTERIOR WALLS:**

*Aluminum /vinyl siding obscures view and prevents visual inspection of substrate.*

*Bushes/trees/vines/foilage should not contact the siding of the house. This issue obscures view of exterior siding and foundation and encourages wood rot and/or insect access.*

Damaged/cracked siding should be repaired to prevent water penetration.

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**BRICK:**

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

Cracks in brick/stone veneer and/or repairs, at 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.

**WOOD:**

Wood rot observed on areas of house/garage.

**CAULKING:**

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

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

**LINTELS:**

*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.*

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

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:**

*Possible from exterior window frames not properly caulked/sealed.*

*Possible from cracks in brick veneer from wind-driven rain.*

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.

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Seal all exterior penetrations.



Seal all exterior windows/vertical trim/joints in siding.



Lintels need paint.



Exterior wood rot observed at multiple locations.



Damaged/loose siding observed.



Brick cracks/repared cracks observed.



Observed wood rot above the garage door/garage door header.



Water stain/damage at multiple window jambs. Dry.



Infrared image of home during the inspection.



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F. Ceilings & Floors

Comments:

**CEILINGS:**

*Observed cosmetic cracks and/or repaired cracks in sheetrock observed in ceiling at one or more areas of house.*

Water stains, damage or repairs observed, moisture meter indicated that stains are not active (wet) at the time of inspection; ceiling above the water heater.

**Active(visible) water leak observed in the living room ceiling/wall after running the master shower.**

**FLOORS:**

*Floor squeaks/ pops noted.*

Tripping hazard. Carpet loose in areas, could use some stretching.

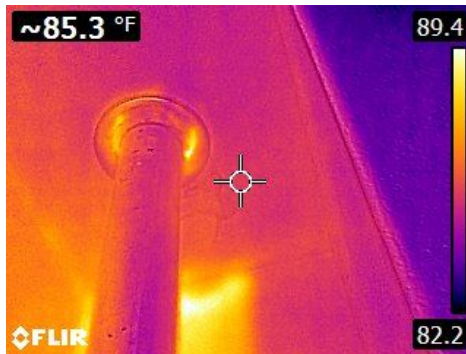
Not level upstairs, possibly due to improper/inadequate framing and/ or foundation settlement.

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

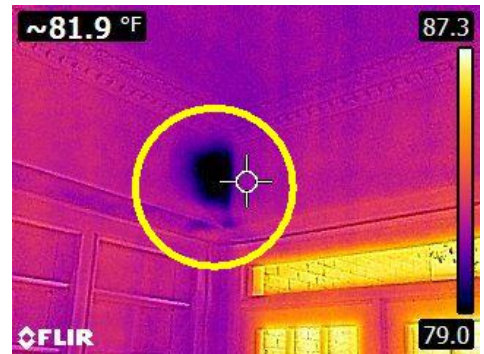
**INSPECTION PHOTOS:**



Water stain at ceiling above the water heater. Dry at the time of inspection.



The water stain in the ceiling above the water heater was dry at the time of inspection.



Active water leak observed in the living room ceiling/wall below the master shower.

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G. Doors (Interior and Exterior)

Comments:

**INTERIOR DOORS:**

Door sticks some when closed; guest bedroom entry

One or more door(s) have sticky/non functional hardware.

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

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

Door rubs the jamb/floor; guest bedroom entry.

**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).

Door damaged; courtyard screen door.Wood rot of lower door and/or jamb; both courtyard exterior doors.Door between house and garage does not have an operational auto/self-closing device.

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.

**INSPECTION PHOTOS:**

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Wood rot observed at courtyard door/frame/trim.



The courtyard screen door is damaged.

X			X
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H. Windows

Comments:

**WINDOWS:**

*One or more window plastic exterior retaining strips are loose or damaged.*

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

One or more windows will not stay open or will not open fully; master bedroom.

One or more windows had cracked/broken glass pane(s); front door.

One or more window locking latches were broken and/or difficult to operate.

**SCREENS:**

Multiple screens are missing and/or damaged.

**SAFETY GLASS:**

Did not observe markings on glass panels of all exterior door(s) to indicate the presence of safety/tempered glass which is a recognized safety hazard.

X			
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I. Stairways (Interior and Exterior)

Comments:

**INTERIOR:**

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

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J. Fireplace & Chimney

Comments:

**CHIMNEY:**

Storm collar needs caulking on the chimney.

**HEARTH & HEARTH EXTENSION:**

*Gas log lighter not checked/inspected. Capped gas line in the hearth.*

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

**INSPECTION PHOTOS:**



Caulk the chimney storm collar.

K. Porches, Balconies, Decks, and Carports

Comments:

**PORCHES, DECKS, CARPORTS:**

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

The front patio steps have settled and has multiple cracks.

**INSPECTION PHOTOS:**

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The front patio steps have settled/cracked.

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Comments:

*Not Checked/ Inspected.*

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## II. ELECTRICAL SYSTEMS

A. Service Entrance and Panels

Panel Locations:

- Main Service Panel is located at the West Exterior Wall

Materials and Amp Rating:

- Main Service Panel: 200 Amp - Copper feeder wiring

Comments:

*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

Metal conduit chase not properly bonded or concentric circle is missing. NEC 250.92(B)

### **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:**

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

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Observed improper use of normal wire conductor colors. Observed black wire used for other than ungrounded/hot conductors, the white wire used for other than grounded / neutral, and/or bare green wire use for other than grounding conductors.

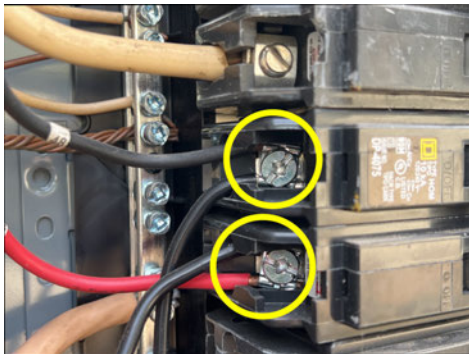
**FEEDER WIRING:**

The main disconnect breaker is oversized for feeder wiring used, possible hazard; NEC 310-16. Recommend further review/repair as needed.

**SERVICE WIRING:**

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

**INSPECTION PHOTOS:**



Two wires under one breaker lug observed at multiple locations in the electrical panel.



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B. Branch Circuits, Connected Devices, and Fixtures

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

**BRANCH WIRING:**

Conduit rusted through exposing electrical wiring; roof AC units.

**FIXTURES:**

*Landscape lighting not checked.*

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

Light not secured to ceiling; second-floor guest bath, master bath hallway.

**GFCI:**

*GFCI reset locations; garage.*

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

**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 cover plates were either missing or damaged.

Improperly wired, 3 prong outlet not grounded or polarity reversed, including but not limited to; multiple locations throughout the home.

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

Double bath vanity sink(s) with only 1 electrical outlet on the far side does not comply with current electrical code / minimum standards of the National Electric Code



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Missing the required number of outlets serving kitchen counter(s) as required by IRC 3801.4.1 National Electric Code 210-52c1; which requires that no point along counter greater than 24 inches from small appliance receptacle(s).

No power to outlet(s); north wall of garage.

**FIRE PROTECTION EQUIPMENT:**

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

**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:**

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

**INSPECTION PHOTOS:**

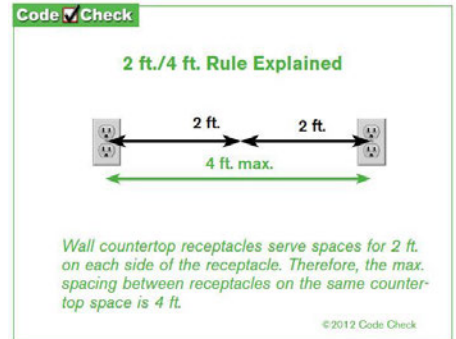
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Observed one or more light fixtures not properly secured to the ceiling.

Multiple improperly wired three prong outlets observed in the home.

C. Other

Comments:

*Not Checked/ Inspected.*

I=Inspected

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NP=Not Present

D=Deficient

I	NI	NP	D
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### III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

A. Heating Equipment

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

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

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

**FURNACE:**

**Furnace units have exceeded their normal serviceable life span, replacement should be expected and budgeted for in the near future. Before use, recommend a qualified HVAC technician verify the integrity of the heat exchanger. A cracked exchanger allows combustion gas (carbon monoxide etc.) to circulate through air ducts.**

**Furnace unit does not cycle/heat properly. Recommend qualified/licensed HVAC technician service and repair as needed; first floor unit.**

**FURNACE VENT:**

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

**BLOWERS:**

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

**THERMOSTATS:**

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

**INSPECTION PHOTOS:**

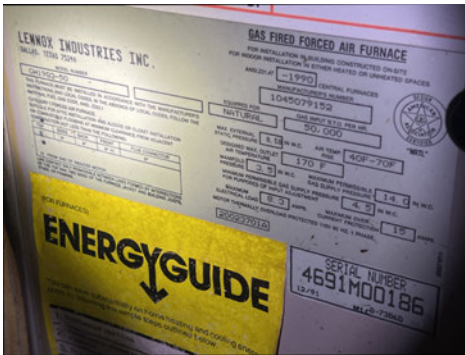
I=Inspected

NI=Not Inspected

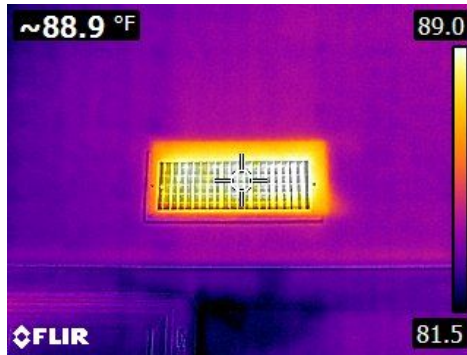
NP=Not Present

D=Deficient

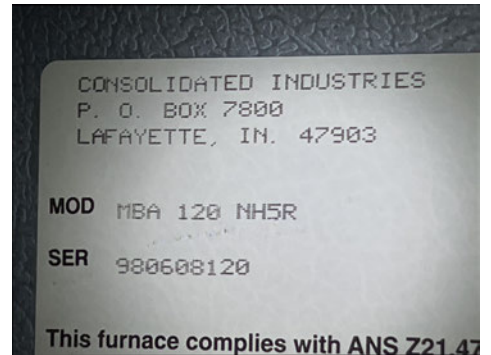
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West furnace: Lennox 1991



The west furnace did not heat as intended at the time of inspection.



East furnace: Consolidated Industries 1998



The east furnace heated as intended at the time of inspection.

I=Inspected

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NP=Not Present

D=Deficient

I	NI	NP	D
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B. Cooling Equipment

Type of Systems: Forced Air Split System

Comments:

*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.*

**Recommend getting bid for repairs from HVAC specialist.**

<https://forms.gle/W287FxnUqr21UZ9v5>

**CONDENSER UNIT:**

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

Section of suction line insulation missing or deteriorated near the condenser.

**The condenser units have exceeded their normal serviceable life span; replacement should be expected and budgeted for in the near future.**

**EVAPORATOR COIL:**

*Observed the coil connections installed on the back side of unit, making it difficult for servicing personal to access; larger unit.*

**The evaporator units have exceeded their normal serviceable life span; replacement should be expected and budgeted for in the near future.**

**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.

**DRAIN PANS:**

*Did not observe an overflow protection device installed on the emergency drain pan. The overflow switch will shut your system down if it detects water in the pan to help prevent water damage to your ceiling.*

Secondary drain pan is very rusted, recommend replacement; second floor unit.

I=Inspected

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NP=Not Present

D=Deficient

I	NI	NP	D
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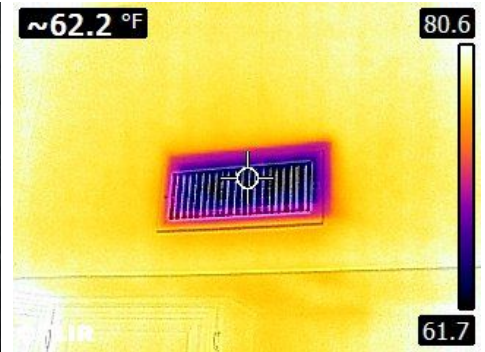
INSPECTION PHOTOS:



The west condenser unit data plate is damaged. Information no longer visible.



West evaporator: Lennox 2.5-ton 1991 R22



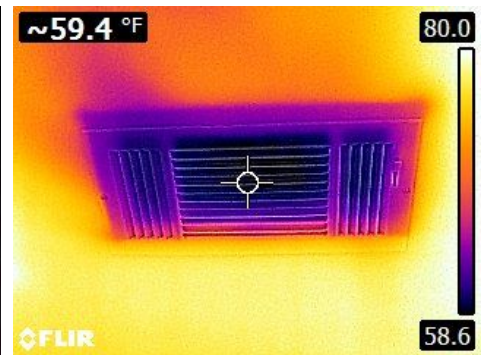
The west AC unit temperature differential was 16.8 degrees.



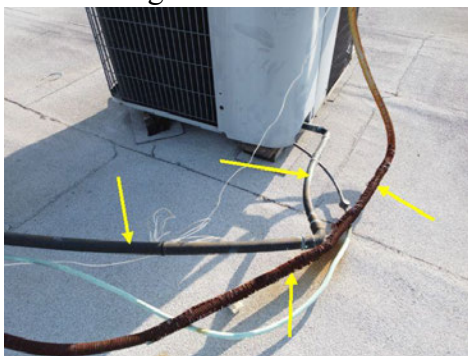
The east condenser unit data plate is missing.



East evaporator: Carrier 5-ton 2003



The east AC temperature differential was 16.9 degrees.



The condenser unit suction line insulation is missing on the roof. Electrical conduit rusted through.



East AC drain pan is very rusted.

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I	NI	NP	D
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C. Duct Systems, Chases, and Vents

Comments:

*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.*

**FILTERS:**

One or more return air filters dirty.

**RETURNS:**

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

**DUCTS:**

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

**VENTS:**

Observed metal air registers improperly install in the bathrooms. Due to excess moisture common in bathrooms i.e steam from the shower, it is recommended to use plastic registers, to prevent rusting.

D. Other

Comments:

*Not Checked/ Inspected.*

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I	NI	NP	D
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IV. PLUMBING SYSTEMS

A. Plumbing Supply, Distribution System and Fixtures

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

*Static water pressure reading: 52 PSI*

**WATER SUPPLY SYSTEM:**

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

**COMMODOES:**

*One or more commode seats are loose, need to be secured.*

*The commode does not flush/clogged; first floor guest 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 guest bath.

Recommend caulking around the base of all commodes.

**SINKS:**

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

**Water leak below the sink; laundry sink, left master bath sink.**

**FAUCETS:**

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

Low water pressure observed at one or more faucets; kitchen sink.

Leaks at base "O" rings, and/or stem washers; laundry sink, second-floor guest bath sink.

**TUBS:**

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



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I	NI	NP	D
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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.

**SHOWERS:**

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

The shower door needs adjustment to operate/close properly. Rubs the threshold during operation.

Showerhead is damaged; first floor guest bath.

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

Observed cracked tiles; first floor guest shower.

Recommend plumber conduct a 24hr. shower pan test to determine the serviceability of shower pan and repair if needed.

The master shower enclosure leaked during testing, resulted in water leaking from ceiling in the living room. Recommend repair.

**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).

**HOSE BIBS:**

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

**INSPECTION PHOTOS:**

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Water leak observed below the laundry room sink.



The master shower leaked through the ceiling onto the floor in the living room during operation.



Small leak observed below the left master bath sink.

B. Drains, Wastes, Vents

Type of Drain Piping Material: PVC

Galvanized steel

Cast iron

Comments:

**DRAINS, WASTES, VENTS:**

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

*Recommend a hydrostatic test / visual scope of sewer lines. Due to the age of the house and/or amount of settlement, the possibility of damaged/leaking drain lines below the house in this inspector's opinion is significant. The test by licensed plumber costs several hundred dollars and may uncover/find problems that can easily cost 10-20 thousand dollars to fix. Most new homeowner's policy will no longer cover this expense while existing homeowner policyholders may be covered/insured for this expense.*

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C. Water Heating Equipment

Energy Source:  
 • Natural Gas  
 Capacity:  
 • Unit is 50 gallons  
 Comments:

**WATER HEATER:**

Odor of sulfur noted during operation of hot water at one or more fixtures.  
 Possible indication of sacrificial anode corrosion.

**WATER HEATER VENT:**

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

**TEMPERATURE & PRESSURE RELIEF VALVE:**

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

**DRAINS/ PANS:**

Lower drain valve extends over drain pan, should valve leak, water will not be contained in drain pan Standard Plumbing Code 1213.7.2

**INSPECTION PHOTOS:**



Water heater: A.O. Smith 2021



Water heater data plate



The water heater heated as intended at the time of inspection.

D. Hydro-Massage Therapy Equipment

Comments:

*Not present at time of inspection.*

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E. Gas Distribution Systems and Gas Appliances

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

**GAS LINES:**

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

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

*No tracer wire observed at gas meter.*

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

**VALVES:**

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

F. Other

Comments:

Not Checked/ Inspected.

**V. APPLIANCES**

A. Dishwashers

Comments:

**DISHWASHER:**

The dishwasher did not operate as intended at the time of inspection. Recommend further review/repair/replacement.

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B. Food Waste Disposers

Comments:

**DISPOSER:**

Electrical wire connections are exposed on the bottom of the disposal.

Electrical conduit is not secured to the base of the disposal unit.

**INSPECTION PHOTOS:**



Wiring and electrical conduit not secured below the disposal.

C. Range Hood and Exhaust Systems

Comments:

**RANGE HOOD:**

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

D. Ranges, Cooktops, and Ovens

Observations:

**GAS RANGE/COOK TOP:**

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

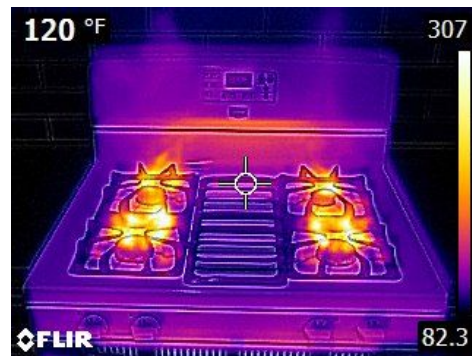
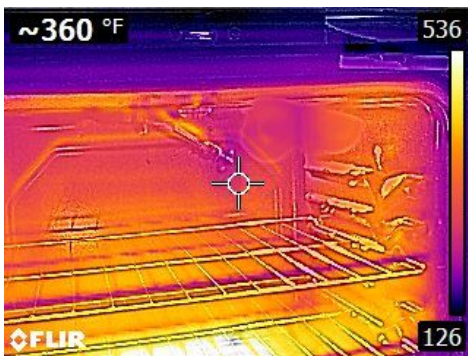
**GAS OVEN(S):**

*Timer and cleaning cycles not checked.*

**INSPECTION PHOTOS:**

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The oven heated as intended at the time of inspection.      The kitchen range operated as intended at the time of inspection.

E. Microwave Ovens

Comments:

**MICROWAVE:**

Unit not level.

F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

**BATH FAN(S):**

One or more bathrooms are missing code required bath fan. A bathroom without an operable window needs to be equipped with a bath fan. Per IRC 303.3

G. Garage Door Operators

Comments:

**GARAGE DOOR OPERATORS:**

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

Locks should be made non-operational on garage doors equipped with openers.

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

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

Older garage door operator unit. It lacks a secondary anti-entrapment safety feature (optical sensors), limited service life is remaining.

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I	NI	NP	D
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H. Dryer Exhaust Systems

Comments:

**DRYER VENTS:**

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

*Proper venting to the exterior was not verified.*

I. Other

Comments:

**WASHING MACHINE:**

The washing machine is not level and was noisy at times during operation.

**DRYER:**

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

**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:

Comments:

Not present at time of inspection.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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C. Outbuildings

Materials:  
Comments:

Not present at time of inspection.

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

Type of Pump:  
Type of Storage Equipment:  
Comments:

Not present at time of inspection.

E. Private Sewage Disposal Systems

Type of System:  
Location of Drain Field:  
Comments:

Not present at time of inspection.

F. Other Built-in Appliances

Comments:

*Not Checked/ Inspected.*

G. Other

Comments:

*Not Checked/ Inspected.*



# 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 its time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday

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

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

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

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

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

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

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

[http://www.trec.state.tx.us/inspector/rules\\_governing\\_inspectors.asp](http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp).