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## **INSPECTION GROUP**

FIG Services LLC d/b/a FOX INSPECTION GROUP  
 Property Inspection Report #220113JO-102 Phanturn Lane  
 8616 Daffodil St. Houston, TX 77063  
 (Office)713.723-3330 (Email) [office@foxinspectiongroup.com](mailto:office@foxinspectiongroup.com)

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TREC Inspectors # 1718, 3648, 10503, 10524, 10533, 20283,  
 20975, 20976, 20994, 21225, 21326, 21463, 21810,  
 Mold Assessment Company ACO1129, Mold Assessment Consultant MAC1452  
 Mold Assessment Technicians MAT#'s 1197, 1198, 1203, 1224, 1240, 1246, 1256  
 SBCCI Registered Building Inspector #5939  
 SBCCI Registered Mechanical Inspector # 1739  
 Exterior Design Institute (EDI) TX-111, TX-116, TX-119  
 ICC Building Inspectors # 1052678-B5, #5294898-B5  
 State of Texas Registered Code Enforcement Officer # CE1858  
 ICC Residential Combination Inspectors # 1052678-R5, #5294898-R5  
 ICC Residential Building Inspectors # 5167093-B1, #5294898-B1  
 ICC Mechanical Inspectors # 1052678-M5, #5294898-M5, 5230842-M1  
 Texas Department of Insurance VIP Certificate #20110061045  
 SBCCI Registered One & Two Family Dwelling Code Certified Inspector #1863 & #2185  
 Infrared Thermographers





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

## ***PROPERTY INSPECTION REPORT***

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**Prepared For:** Xiao Han  
(Name of Client)

**Concerning:** 102 Phanturn Lane, Bellaire, TX 77401  
(Address of Inspected Property)

**By:** Jared Owen, TREC PI 21225 01/13/2022  
(Name and License Number of Inspector) (Date)

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### **PURPOSE, LIMITATIONS AND INSPECTOR / CLIENT RESPONSIBILITIES**

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information.

This inspection is subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC"), which can be found at [www.trec.texas.gov](http://www.trec.texas.gov).

The TREC Standards of Practice (Sections 535.227-535.233 of the Rules) are the minimum standards for inspections by TREC-licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is NOT required to turn on decommissioned equipment, systems, utility services or apply an open flame or light a pilot to operate any appliance. The inspector is NOT required to climb over obstacles, move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector shall indicate, by checking the appropriate boxes on the form, whether each item was inspected, not inspected, not present or deficient and explain the findings in the corresponding section in the body of the report form. The inspector must check the Deficient (D) box if a condition exists that adversely and materially affects the performance of a system or component or constitutes a hazard to life, limb or property as specified by the TREC Standards of Practice. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing components, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

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

**THIS PROPERTY INSPECTION IS NOT A TECHNICALLY EXHAUSTIVE INSPECTION OF THE STRUCTURE, SYSTEMS OR COMPONENTS.** The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

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

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods. Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

### **TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES**

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

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

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms requires a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

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

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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.**

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

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

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

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**For reference:** The front of the unit faces South

**Description:** 2 story, wood framed Single family residence; brick/cement board/wood exterior; composition/roll roof; Attached garage

**Weather Conditions:** Clear

**Approximate Outside Temperature:** 70's

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**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.**

**Need a Bid for Repair?**



[Click Here](#)



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I NI NP D

**I. STRUCTURAL SYSTEMS**

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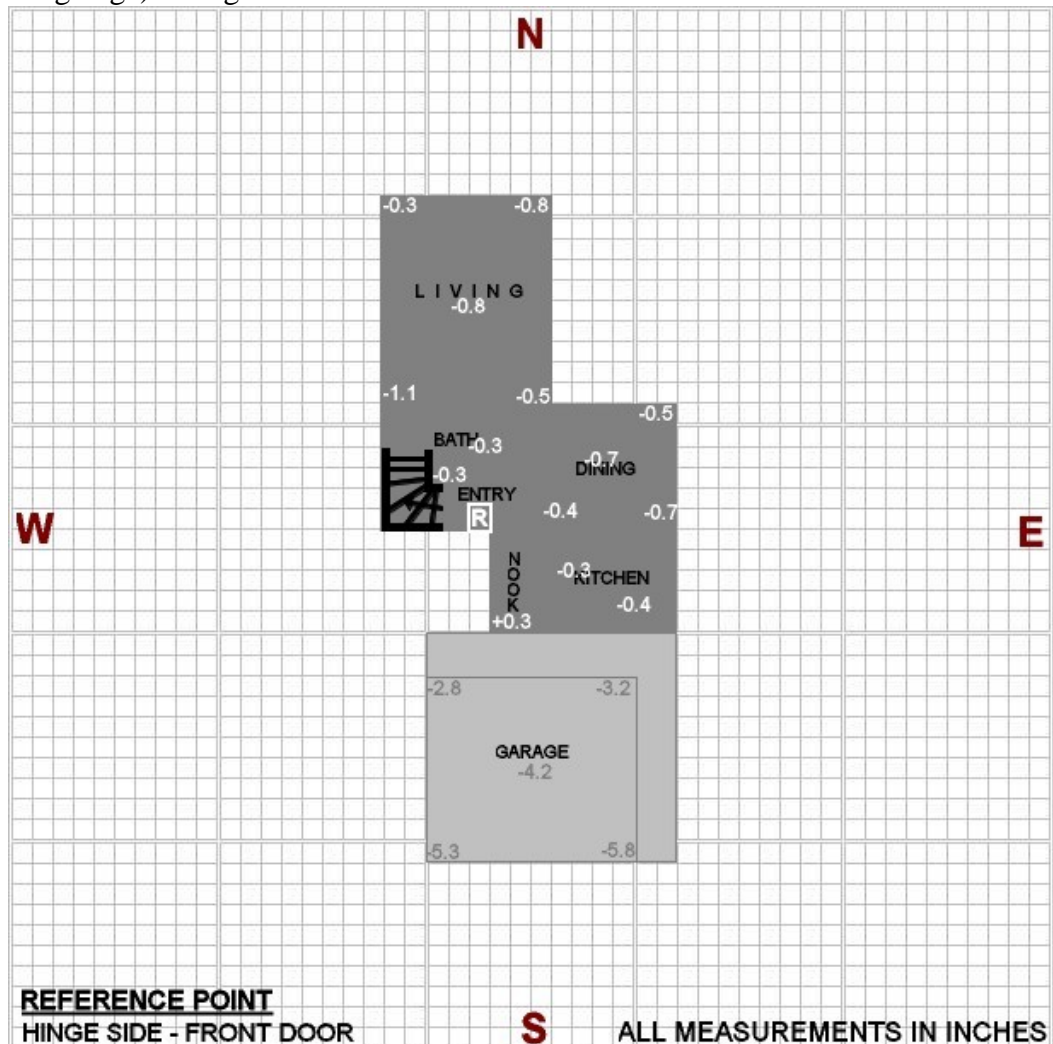
**A. Foundations**

Type of Foundation(s): Slab

Comments:

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

A foundation elevation survey was conducted during the inspection. The floor plan below represents data gathered using a Zip Level and adjusting for floor covering height differences. i.e. differences between tile, carpet and wood flooring (except step down to the garage). The greatest variance was 1.4".



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*Evidence suggests foundation MAY have been repaired, recommend that buyer review paperwork regarding the scope of work done and steps necessary to transfer a warranty if any.*



**B. Grading and Drainage**

*Comments:*

Soil level too high around areas including, but not limited to, multiple areas around house and garage. 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.



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

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

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**C. Roof Covering Materials**

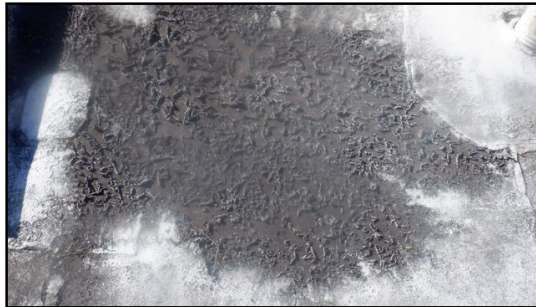
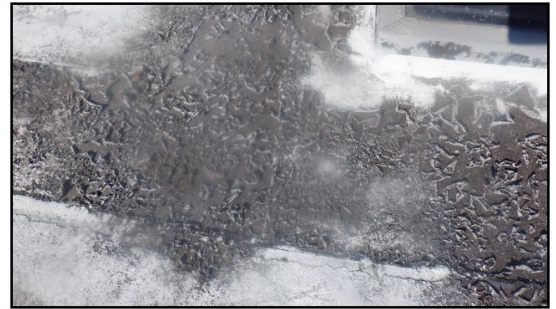
Type(s) of Roof Covering: *Composition Asphalt Shingles & Rolled Roofing Material*  
Viewed From: *Roof Level*

Comments:

*Due to the weather / height of house / pitch of roof, not all roof surfaces were walked.*

**ROOF SURFACE:**

Both roof surfaces appears older. Observed deterioration / blistering of roll roof surface and brittle, cracked, curled ends and/or excessive granular loss of shingles. Recommend further evaluation by a qualified roofing specialist.

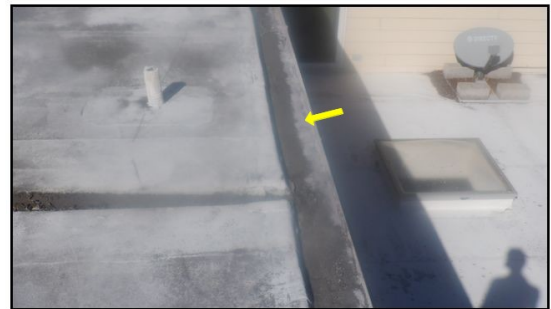
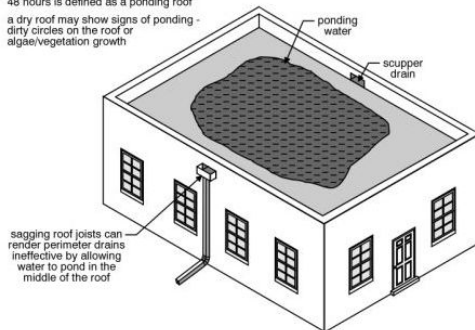


**Flat roof was replaced on 11/16/2015 maintained in Oct 2020**

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.

**Ponding on flat roofs**

any roof that still has water on it after 48 hours is defined as a ponding roof  
a dry roof may show signs of ponding - dirty circles on the roof or algae/vegetation growth



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



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



**Repaired in Oct 2020**

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

**VISIBLE FLASHING:**

Not all lead flashing of drain waste vents are properly rolled down interior of plumbing vent pipes and/or are damaged by squirrels, which may allow some rainwater entry.



Did not observe head flashing over window/door trim pieces. Without head flashing over window trim, sealant must be maintained as a defense against water penetration.



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



Observed rusted flashing at one or more locations. Recommend painting all exposed metal above roof line to prevent rusting and extend service life.



**ROOF PENETRATIONS:**

Observed improper use of roof tar as a sealant around the chimney vent. Roof tar is not an approved sealant around hot vent piping. Roof tar repairs observed around chimney.



*Roof skylight(s) are a likely place for water penetration, make sure flashing and glass edges are maintained.*

**EVIDENCE OF ROOF WATER PENETRATION:**

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

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**RAIN GUTTERS AND DOWNSPOUTS:**

Rain gutter downspout(s) needs to be redirected to minimize possible wood rot, water entry, or foundation distress; front patio.

**D. Roof Structures and Attics**

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

*Approximate Average Depth of Insulation: 6-8 inches*

*Approximate Average Thickness of Vertical Insulation: 4 inches*

*Comments:*

**ROOF STRUCTURE AND FRAMING:**

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:**

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



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

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

Scuttle hole access to attic / roof only. Whenever there is mechanical equipment in the attic / on roof it is recommended / required by current building standards to provide a pull-down type ladder access for service personnel.

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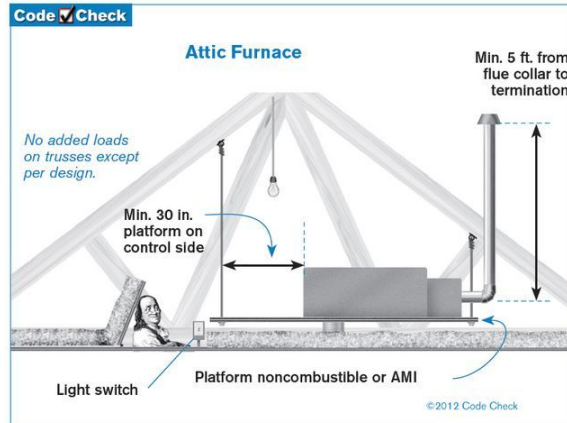
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Inadequate attic walkway and/or platform to mechanical equipment in the attic. Code violation, [IRC M1305.1.3] requires 30-inch head clearance and a minimum 24 inch wide SOLID (no gaps or obstructions), floor to equipment for servicing and a 30 inch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



**Installed by  
Previous Owner**

**ATTIC VENTILATION AND SCREENING:**

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

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

*Comments:*

**INTERIOR:**

*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.*

**Moisture meter registers water stains as active; kitchen cabinet below sink. Source of moisture is unknown. Recommend inquiry of seller and further investigation to determine root cause / possible remedy.**



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



Water stains, damage or repairs observed, moisture meter indicated that stains are not active (wet) at the time of inspection; garage, powder bath.

**REPAIRED**



Recommend buyer consider installing sheetrock on unfinished garage walls / ceiling to serve as fire stopping to comply with current code and help protect the house.



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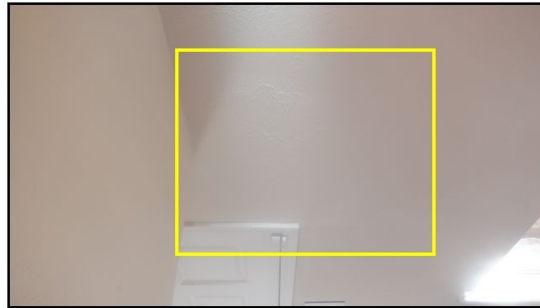
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Recommend caulking / sealing where countertop meets wall / backsplash in all kitchens / bathrooms.

Recommend sealing all holes in interior walls / cabinets to reduce air and water infiltration.

Cracks and/or previously repaired cracks in the sheetrock observed over some/many doors, windows, and/or corners, possibly due to house settlement.

*Patch / repairs noted at entry over front door; This inspection does not rate the substance or adequacy of these repairs.*



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

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

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

*Evidence house and/or garage has been treated for wood-destroying insects in the past. Final determination of structurally significant damage to wood members (if any) cannot be determined without the removal of wall coverings. Recommend client obtain additional information from seller regarding extent and location of the previous infestation, chemical & company used, warranty if applicable, etc. Fox Inspections specifically excludes hidden/latent damage if present (we cannot see through walls!).*

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**EXTERIOR:**

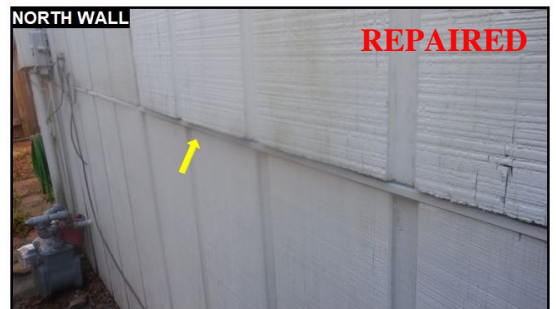
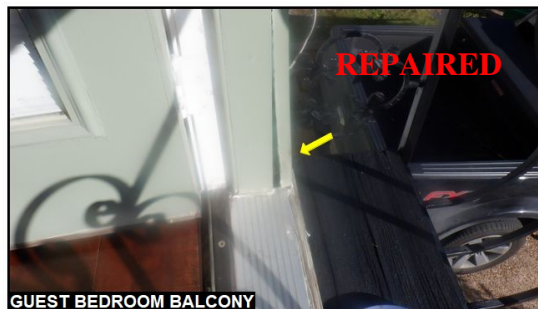
Sag observed in the lintel over the back door. Possible indication of improper/inadequate framing and/or foundation settlement.



Wood rot observed on areas of house/garage.



Trim / siding observed to be not secured down at one or more areas of house/garage.



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

I=Inspected

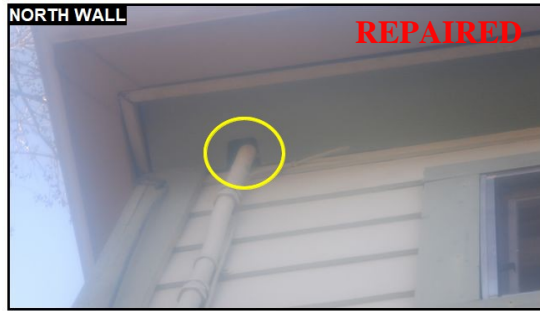
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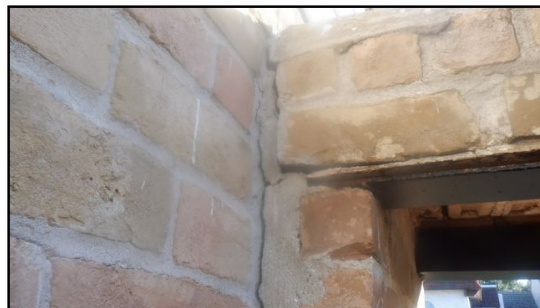
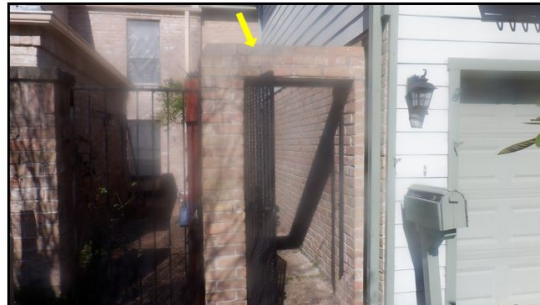
Recommend sealing holes / gaps in soffit to prevent potential pest / rodent entry.



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



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



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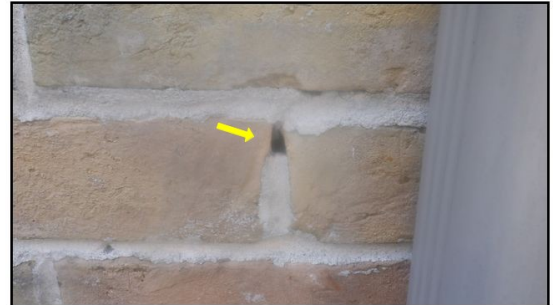
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Mortar joints between brick ends are deficient in areas. This is an indication the brick-layer might not have properly "struck" the bricks (used enough mortar) - recommend re-pointing areas where voids in mortar are present.



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.

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





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Recommend sealing / foaming exterior where AC lines enter the house. A weatherproof hood can be added for maximum prevention of water penetration.



*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.*

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

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

**EVIDENCE OF WATER PENETRATION:**

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

<b>Water penetration detected at back door. Could not confirm presence of door pan flashing or built-in water channel on door threshold (see Exterior Doors section below). Recommend further investigation / repair by a qualified professional.</b>
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Water stains/damage to the interior of rooftop door jamb. Moisture meter indicated that the stains were not active (wet) at the time of inspection.



**THERMAL IMAGING:**

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

*Note: Any observed thermal anomalies are documented in appropriate categories of the report.*

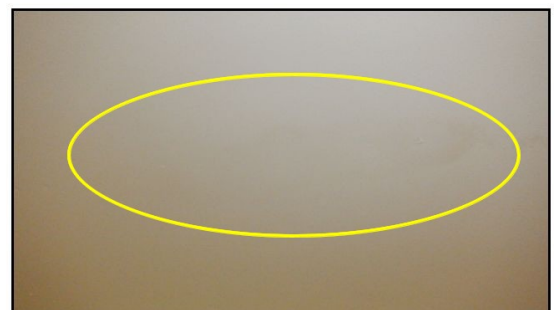
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**F. Ceilings and Floors**

*Comments:*

**CEILINGS:**

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



Observed popcorn type texture on one or more ceilings. Commonly used/installed from the late 1950s into the 1980s in residential construction with early formulations often containing asbestos fibers. Fox Inspection Group does not test for the presence of asbestos or other environmental hazards. If this is a concern or may become a concern for you, please contact a qualified professional for further information.

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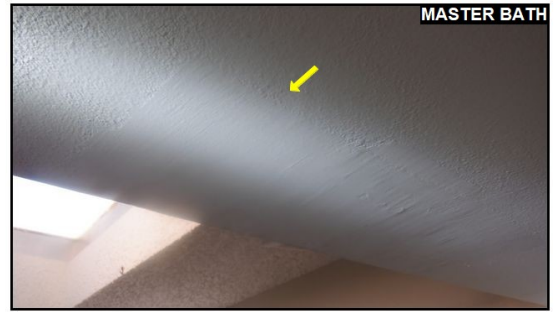
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Observed cracks and/or repaired cracks in sheetrock observed in ceiling at one or more areas of house, possibly due to house settlement.

*Patch / repairs noted at master closet, master bath, living room near chimney; This inspection does not rate the substance or adequacy of these repairs.*



*Buyer's Note: Garage ceiling may not be framed to store heavy items, additional bracing may be needed if heavy storage needs are to be met adequately.*

**FLOORS:**

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

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

Observed gaps at joints in wood flooring, one or more locations.

*Floor squeaks/ pops noted.*

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

*Comments:*

**INTERIOR:**

One or more doors in the house will not latch; master closet, entry coat closet.

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Door rubs the jamb; gym, upstairs hallway closet, middle bedroom closet.

Multiple doors are self-opening/closing - indication door/jamb is not level/plumb.

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

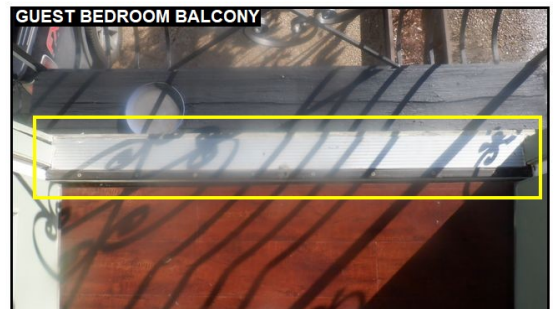
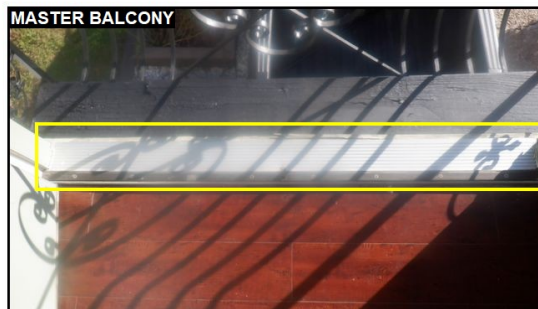
**EXTERIOR:**

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

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



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



I=Inspected

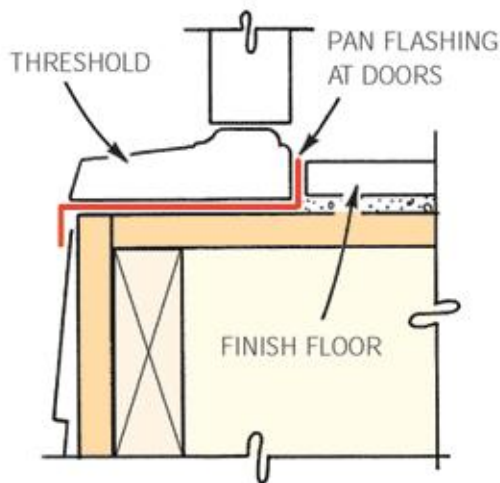
NI=Not Inspected

NP=Not Present

D=Deficient

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

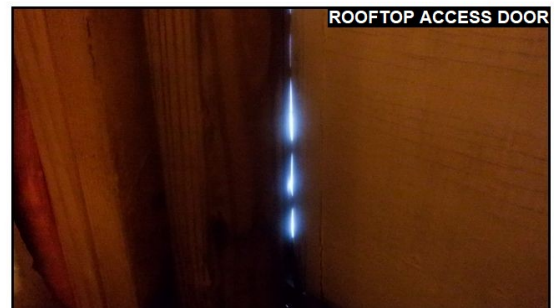


Recommend weather stripping door to mechanical / HVAC equipment.

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

One or more stationary door(s) missing striker plate(s) on upper door jamb; both sets of Juliet balcony doors.

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



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D=Deficient

I NI NP D

Door is self-opening/closing - indication door/jamb is not level/plumb; garage.

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

**GARAGE:**

Section of steel garage door is damaged / bent.



Garage doors equipped with openers should have door locks rendered inoperable.

**H. Windows**

*Comments:*

**WINDOWS:**

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

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

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

**SAFETY GLASS IN HAZARDOUS LOCATIONS:**

Did not observe markings on glass windows on or near the stairway to indicate the presence of safety/tempered glass which is a recognized safety hazard and code requirement. Ref: IRC / Texas Building Code R308.4.9 requires windows within 60 inches of the top and bottom of stairways where the bottom edge of the glass is less than 60 inches above the walking surface/steps be tempered glass.

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

I=Inspected

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D=Deficient

I NI NP D

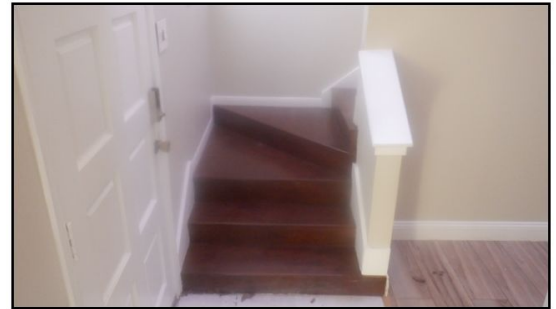
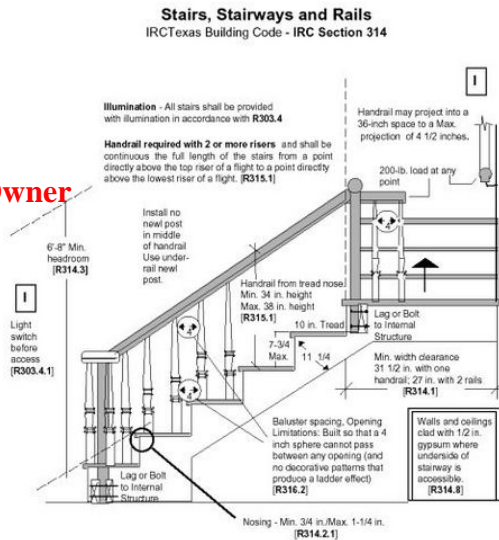
**I. Stairways (Interior and Exterior)**

*Comments:*

**INTERIOR:**

Steps/stairway do not comply with code due to one or more of the following; Inadequate headroom clearance, risers are not the same height, handrail is missing, stairway is too steep or narrow, railing not high enough, etc.

**Installed by Previous Owner**



**EXTERIOR:**

*Not present at the time of inspection.*

**J. Fireplaces and Chimneys**

*Comments:*

Chimney vent cap is loose / damaged on top of the chimney. Recommend repair by a qualified professional.



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.

I=Inspected

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D=Deficient

I	NI	NP	D
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Apparent water entry at chimney/flue, resulting in water/rust stains around base of flue/damper area, water (effervescent) stained hearth bricks, and/or weak mortar. The condition should be addressed by a qualified chimney sweep.



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

Smoke discoloration on the brick front of the fireplace is an indication of improper drafting of the fireplace or a fire was started before opening the damper.

- 

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

*Comments:*

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

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

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

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

- 

**L. Other**

*Comments:*

*Not checked/inspected.*



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

## II. ELECTRICAL SYSTEMS

### A. Service Entrance and Panels

Comments:

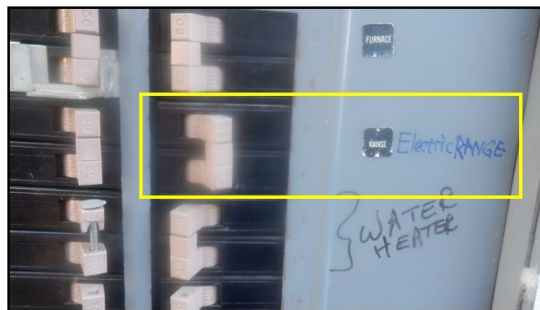
*Buyer's note: The inspector is not required to: (A) determine present or future sufficiency of service capacity amperage, voltage, or the capacity of the electrical system; (B) test arc-fault circuit interrupter devices when the property is occupied or damage to personal property may result, in the inspector's reasonable judgment; (C) conduct voltage drop calculations; (D) determine the accuracy of overcurrent device labeling; (E) remove covers where hazardous as judged by the inspector; (F) verify the effectiveness of overcurrent devices; or (G) operate overcurrent devices. 22 TAC §535.229 (a) Standards of Practice. Acceptance of these conditions rest solely with the buyer, if you have concerns or questions we recommend contacting a licensed electrical contractor for a professional analysis of the system, equipment and / or components.*

200 AMP ELECTRICAL SERVICE PANEL LOCATED AT NORTH EXTERIOR WALL

Missing tie-bar(s); 220-volt circuit breakers should be mechanically connected so that if one leg trips off it will trip the second leg of the 220-volt circuit.



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



**Gas Range**

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Damaged breaker observed in panel.



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

The breaker is oversized per data plate on side of A/C unit.

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

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.

Did not observe installed AFCI (Arc Fault Circuit Interrupter) device protection, as required by current building standards. AFCI devices are intended to protect against fires caused by electrical arcing faults in the home's wiring. Arc faults can be created by damaged, deteriorated, or worn electrical plugs, cords, and/or branch circuit conductors. 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.

The service panel cover does not stay open.

**SERVICE WIRING:**

Observed type of service wiring is underground.

I=Inspected

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D=Deficient

I NI NP D

The electrical service meter is not properly secured to the structure.

Center Point  
Center Point  
Property



**FEEDER WIRING:**

*Observed type of feeder wiring is aluminum.*

*Did not observe anti-oxidant compound (grease) on the exposed aluminum feeder wiring.*

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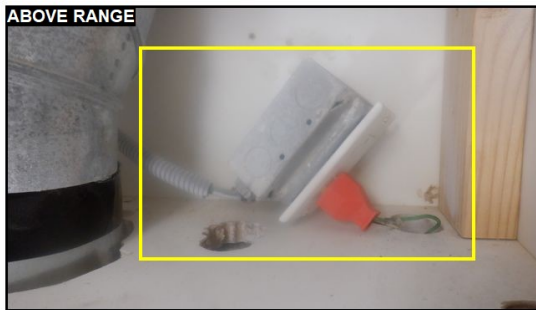
**B. Branch Circuits, Connected Devices, and Fixtures**

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

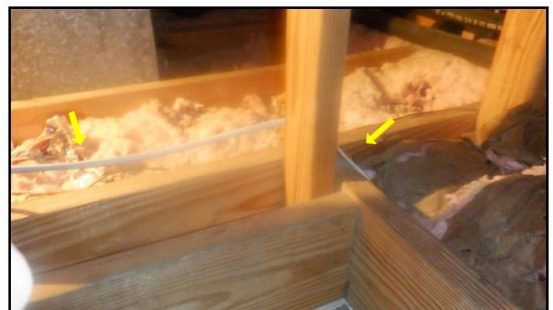
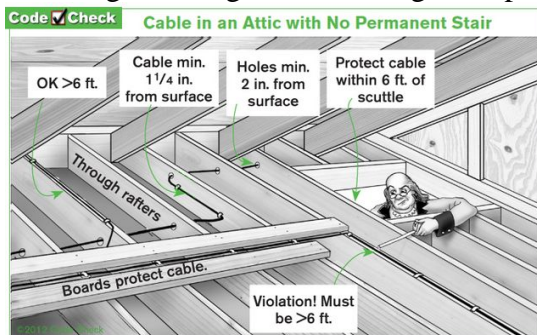
*Comments:*

**BRANCH WIRING:**

Handyman (amateurish) wiring observed, including but not limited to; multiple locations in kitchen cabinetry.



Electrical wiring run/routed too close to the attic access opening. This condition encourages damage to the wiring from personnel accessing the attic.



Installed by  
Previous Owner

I=Inspected

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NP=Not Present

D=Deficient

I NI NP D

**FIXTURES:**

Missing light bulb(s) observed; back patio.

Light not secured; upstairs hall bath.

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

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

*Landscape lighting not checked.*

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

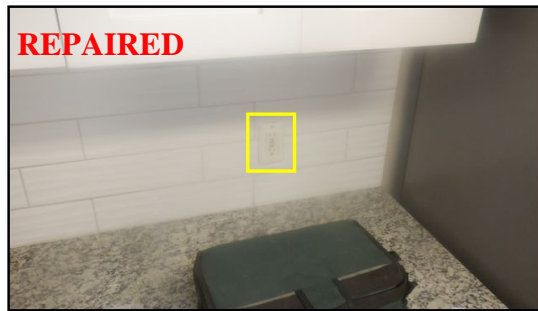
**OUTLETS:**

*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.*

*GFCI reset locations; (2) back patio, (1) garage, (1) upstairs hall bath, (1) master bath, (4) kitchen counter, (1) powder bath, (1) living room, (1) attic.*

**GFCI outlet did not operate properly when tested with test button; kitchen counter.**



Did not observe GFCI protection of all outlets in required locations, including but not limited to the locations marked below. This condition is a recognized safety hazard and needs repair.

All bathrooms

All kitchen countertop outlets

All exterior locations

In garage

Hallways 10' or more in length shall have at least one receptacle outlet. NEC E3801.10

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I NI NP D

Outlet under kitchen sink is not properly mounted to framing to prevent water entry in the event of a leak.



Improperly wired, 3 prong outlet not grounded or polarity reversed, including but not limited to; garage. powder bath.



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).

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

At least one outdoor receptacle required in the front and back of the house. NEC E3801.7

Older 3-prong (240v) dryer style outlets do not comply with current electrical code requirements and are thereby known to be a recognized safety hazard.

Observed one or more outlets damaged below ground slot.

Observed redundant GFCI protection; back patio. *Multiple GFCI outlets, wired on the same circuit could require re-setting multiple outlets before power is restored. Recommend consulting a qualified electrician as to methods/necessity of repair.*

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

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

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

**SWITCHES:**

Damaged / defective dimmer switch; breakfast nook.

One or more cover plates missing screws.

One or more cover plates were either missing or damaged.

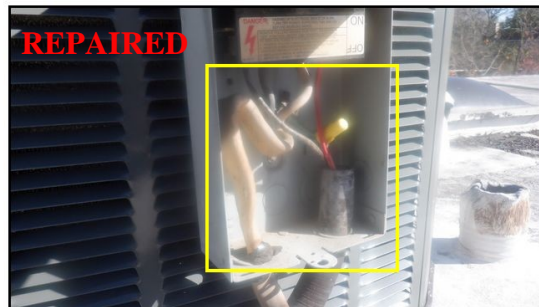
Observed one or more switches installed behind door arc (limited clearance); gym.

*Unknown control, mystery switch(s) found, recommend inquiring current resident regarding use/control; (2) upstairs hallway, (2) living room.*

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

**EQUIPMENT DISCONNECTS:**

The electrical service disconnect is missing the dead front cover; main AC condenser. Protective bushing not present around electrical wire as it passes through metal box.



No electrical disconnect for electric water heater observed within sight. This does not comply with the current National Electric Code (NEC) minimum standards.

**Installed by Previous Owner**



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NP=Not Present

D=Deficient

I	NI	NP	D
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**SMOKE DETECTORS AND ALARMS:**

*Smoke detectors are tested using the manufacturer supplied test button only. This inspection does not include testing units with actual smoke.*

*The installation of smoke alarm(s) is required inside of all bedrooms and in any rooms designated for the purpose of sleeping, and outside within the proximity of the doors to those rooms. Test all alarms and detectors weekly or monthly per manufacture instructions. The installation of carbon monoxide (CO) detector(s) is required in homes with fuel-fired appliances at every floor elevation and any areas where fuel-fired equipment is located. The installation of Type ABC fire extinguisher(s) at the kitchen, laundry, and garage, if applicable, is also advised. Test all of these devices monthly. Install new batteries semi-annually. Initiate and practice plans of escape and protection for all occupants in case any emergencies arise. Failure to repair defective or install absent alarms, detectors, and other safety equipment immediately can result in serious injury or death. For further information about fire safety and CO poisoning, consult your local fire department and your equipment manufacture(s), and read these links: [www.cpsc.gov/CPSCPUB/PUBS/464.pdf](http://www.cpsc.gov/CPSCPUB/PUBS/464.pdf), [www.carbonmonoxidekills.com](http://www.carbonmonoxidekills.com), [www.nfpa.org/index.asp](http://www.nfpa.org/index.asp), and [www.usfa.dhs.gov/downloads/pyfff/inhome.html](http://www.usfa.dhs.gov/downloads/pyfff/inhome.html).*

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

One or more smoke alarms did not sound when the test button was pushed.

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

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.

**DOORBELL & CHIMES:**

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

**OTHER ELECTRICAL ITEMS:**

*Not checked/inspected.*

I=Inspected

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NP=Not Present

D=Deficient

I NI NP D

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

#### A. Heating Equipment

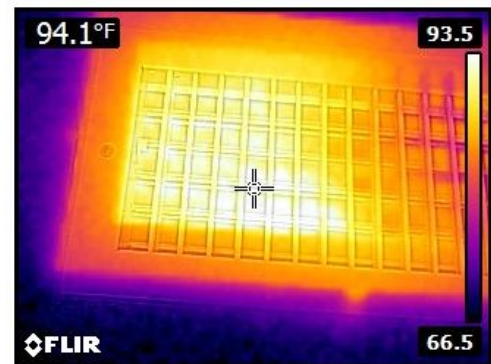
*Type of System: Forced air*

*Energy Source: Electric*

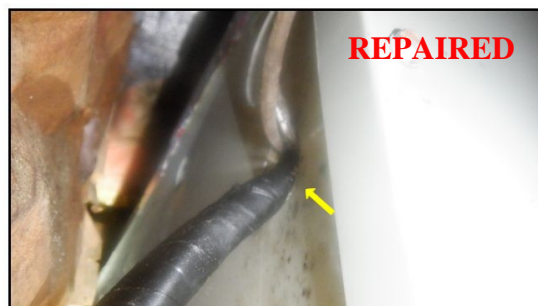
*Comments:*

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

#### HEATING UNIT - MAIN HOUSE: (2018) TRANE



Electrical wiring not secured, the unit is missing a small fitting that secures the electrical line to the cabinet of the heater unit.





I=Inspected

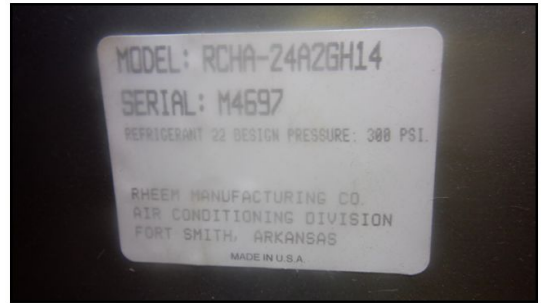
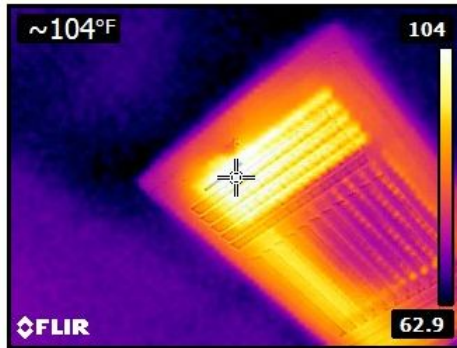
NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

HEATING UNIT - GYM: (1997) RHEEM



**The furnace has exceeded its normal serviceable life; budget for repair or replacement.**

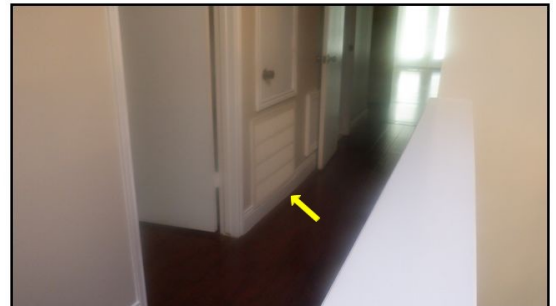
BLOWER(S):

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

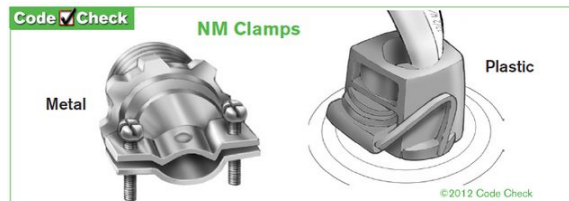
THERMOSTAT(S):

Improperly located, thermostats are supposed to be located near the return air chase.

Located by  
Previous Owner



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.



I=Inspected

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NP=Not Present

D=Deficient

I NI NP D

**B. Cooling Equipment**

*Type of System: Forced air split system*

*Comments:*

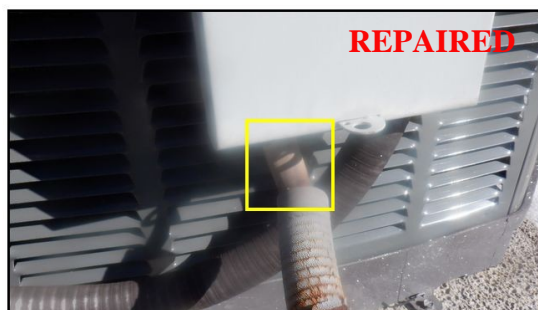
We are unable to determine if the HVAC system is designed properly for your personal comfort throughout the year. It is our belief that the HVAC system's initial installation cost is the overriding factor during construction incorporating a single HVAC system for more than one floor. The ability of a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

*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 - MAIN HOUSE: (2018) TRANE 4 TON [410a]**



Electrical line supplying power to A/C outside is not fully enclosed in protective conduit.



I=Inspected

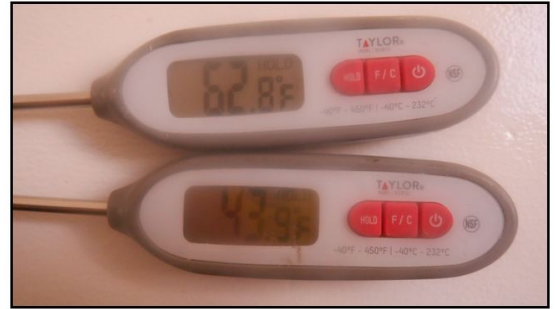
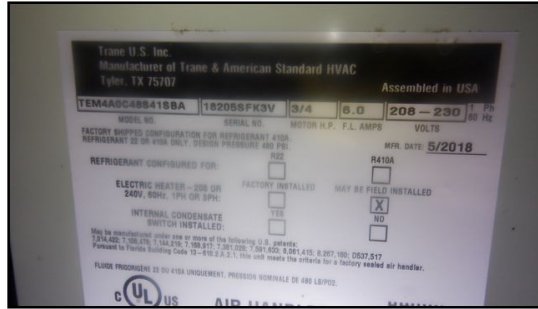
NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

### EVAPORATOR COIL - MAIN HOUSE: (2018) TRANE 4 TON



Temperature Differential:

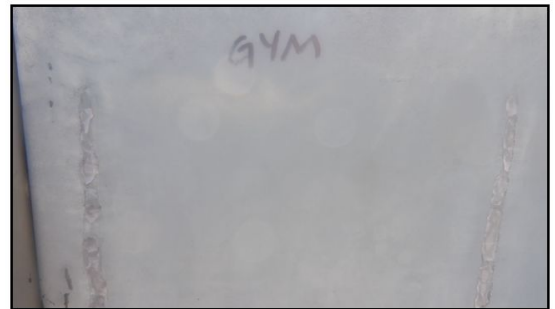
Return Temp: 62.8

Supply Temp: 43.9

Difference: 18.90

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

### CONDENSER UNIT - GYM: ??



*Unable to determine age / make / size of unit, no data plate located at time of inspection.*

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



I=Inspected

NI=Not Inspected

NP=Not Present

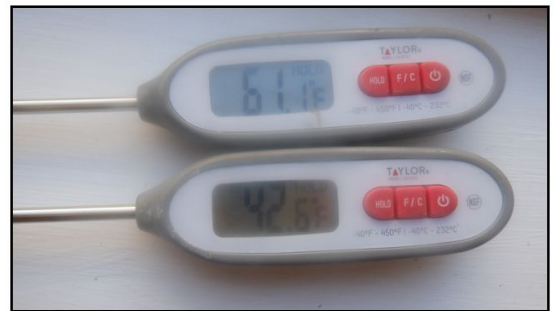
D=Deficient

I NI NP D

Electrical line supplying power to A/C outside is not fully enclosed in protective conduit.



EVAPORATOR COIL - GYM: (1997) RHEEM 2 TON



Temperature Differential:

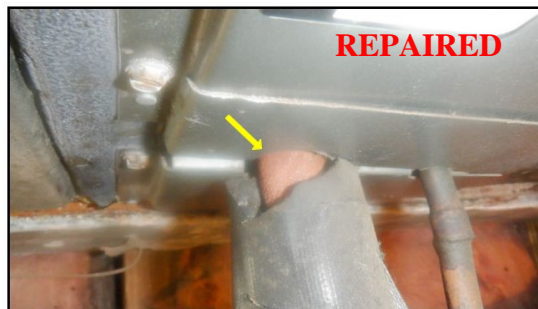
Return Temp: 61.1

Supply Temp: 42.6

Difference: 18.50

**The e-coil has exceeded its normal serviceable life; budget for repair or replacement.**

Section(s) of suction line insulation missing in the attic near the coil. Warm attic air condenses on cold suction line/expansion valve and drips condensation.



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

I=Inspected

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D=Deficient

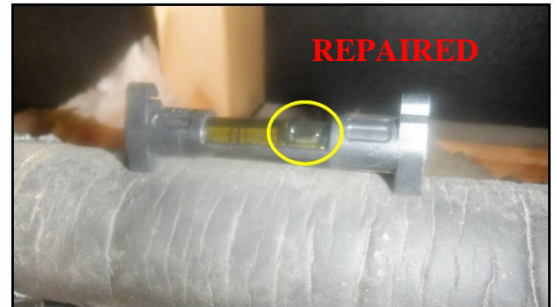
I NI NP D

**CONDENSATION DRAIN PAN/DRAIN LINES:**

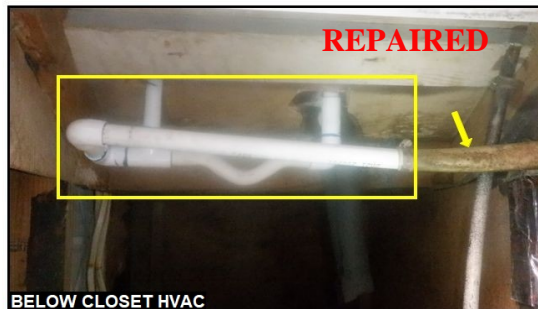
**No drain pan observed below closet HVAC unit. If unit should leak / drip condensation, interior finishes could be damaged.**



Primary drain line elevation improper, repair; attic unit.



The primary drain line should be insulated along the entire length to prevent warm air condensing on the cool drain line and dripping condensation. Observed flexible drain line, these drain lines are easily routed up-hill and / or kinked / clogged. Recommend replacing with hard pipe.



Could not verify primary drain line drains into a “wet” plumbing trap per today's industry standards. Could result in possible sewer gas and bacteria backing into HVAC equipment / ducts and into house.

I=Inspected

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NP=Not Present

D=Deficient

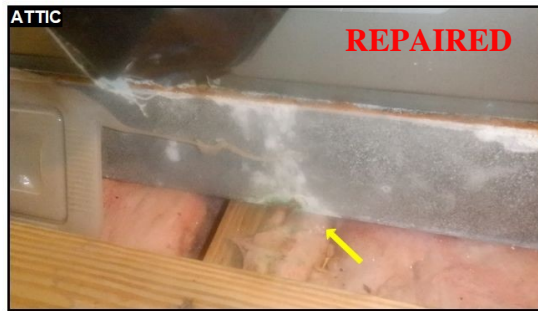
I NI NP D

Missing 90° elbow fitting on end of emergency drain line to prevent condensation dripping back onto the exterior wall; back patio east wall of house.



Did not observe an overflow protection device installed on the emergency drain pan; attic HVAC. The overflow switch will shut your system down if it detects water in the pan to help prevent water damage to your ceiling. per M1411.3.1

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

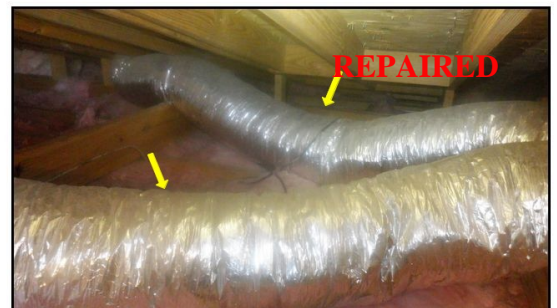
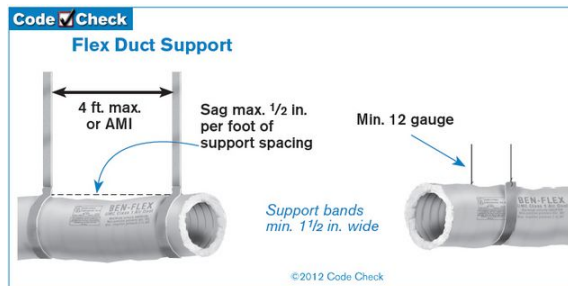


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**C. Duct Systems, Chases, and Vents**

*Comments:*

Some flex duct observed to be routed improperly, not to manufacturer's installation instructions. Recommend additional support and/or routing ducts to eliminate “snaking” drooping or crimping of flex duct more than 1” per foot which adds unnecessary additional resistance.



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D=Deficient

I NI NP D

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).

Installed by Previous Owner



No supply air vent observed in; master closet, powder bath.

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

#### IV. PLUMBING SYSTEMS

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##### A. Plumbing Supply, Distribution Systems and Fixtures

Location of water meter: Front of property

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

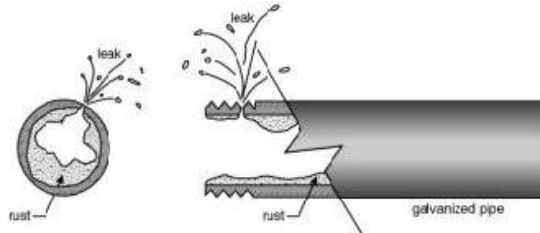
Static water pressure reading: 49 psi

Comments:

##### WATER SUPPLY PLUMBING:

Water supply piping observed to be a mix of copper and galvanized.

Rusting of galvanized pipes can greatly reduce water pressure and will eventually cause leaks as rust creates holes in the pipe walls. Problems are likely to occur soonest on pipes carrying hot water, horizontal pipes and at threaded (thinner) sections.



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

##### COMMODES:

Tank not secured to bowl; powder bath.

I=Inspected

NI=Not Inspected

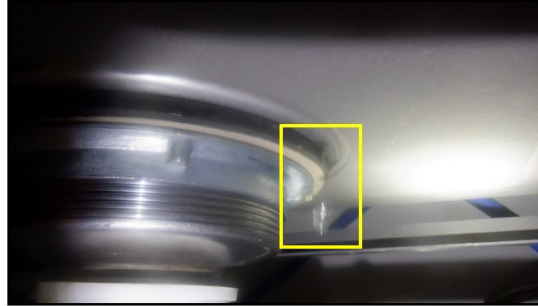
NP=Not Present

D=Deficient

I	NI	NP	D
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**SINKS:**

Small leak below the sink; kitchen sink.



Recommend sealing gaps around rim of all sinks where they are attached to the countertop.

Observed water stains / damage under one or more sinks from a previous water leak. No leaks were detected at the time of inspection.

**FAUCETS:**

Faucet stop broken, [turns 360°]; upstairs hall bath sink hot water handle.



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

Faucet loose, not secured; kitchen sink, master bath sink.

**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.*

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.



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

**SHOWER(S):**

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

Observed cracked tiles; master bath.



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

One or more shower head(s) leak water.

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

**LAUNDRY CONNECTIONS:**

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

Corrosion observed on the water supply valve(s).

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

**EXTERIOR HOSE BIBS:**

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

**GAS SUPPLY SYSTEMS**

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

*Gas meter located at the north exterior side of house*

Gas meter less than 10" above ground.

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**OBSERVED BRANCH LINES:**

*Galvanized and/or black iron*

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.



**APPLIANCE CONNECTIONS:**

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

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

Recommend capping all gas valves in house / garage that are not in use; laundry room.

- 

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

*Comments:*

**DRAIN, WASTE, VENT PLUMBING:**

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

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

*Recommend a hydrostatic test 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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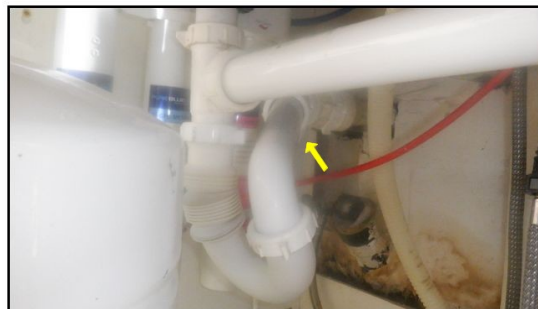
D=Deficient

I NI NP D

Amateurish plumbing observed; upstairs bath sink, kitchen sink.



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



*Did not open the trap access/inspection panel behind the bathtub; upstairs. Panel was painted / sealed shut at time of inspection. Overflow gaskets and drains not checked.*

**C. Water Heating Equipment**

*Energy Source: Electric*

*Capacity: 50 gallons*

*Comments:*

WATER HEATING UNIT(S): (2011) AMERICAN 50 GALLON



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

I=Inspected

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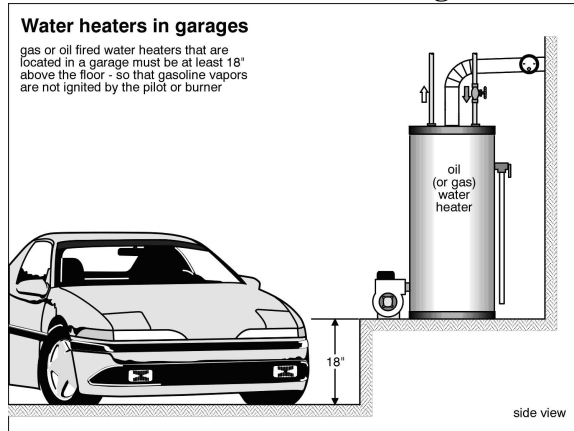
NP=Not Present

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**Located in garage or room opening directly into garage and source of ignition (burner/electrical connection) is not elevated a minimum of 18 inches above the floor. This is considered a recognized safety hazard and needs repair.**

**Installed by  
Previous Owner**



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



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

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

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

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

Drain line is improperly routed - does not provide for positive drainage {gravity flow} away from the valve. Did not check the operation of the valve, considered a recognized safety hazard REF.:1991 Standard Plumbing Code 1213.7.4 IRC 2803.6.1 REPAIR.

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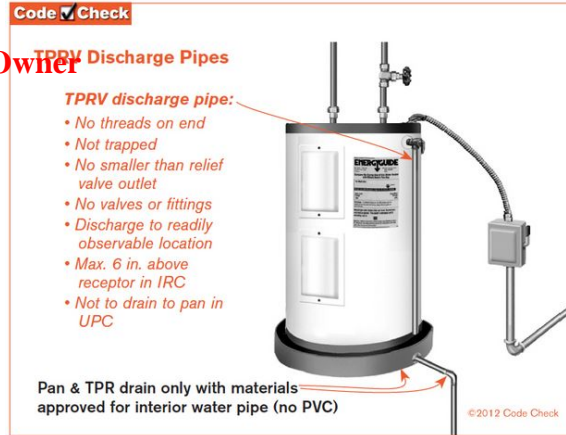
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The drain line is improper PVC material not rated for use as a TPR drain line. Recommend replacement with the proper material to meet code.

Installed by Previous Owner



Drain line improperly reduced in size using a flexible connector, considered a recognized safety hazard; REF.: 1991 Standard Plumbing Code 1213.7.4 IRC 2803.6.1.

Installed by Previous Owner



**D. Hydro-Massage Therapy Equipment**

*Comments:*

*Not present at the time of inspection.*

**E. Other**

*Comments:*

*Not checked/inspected.*

**V. APPLIANCES**

**A. Dishwashers**

*Comments:*

Not secured to the under side of the kitchen countertop.

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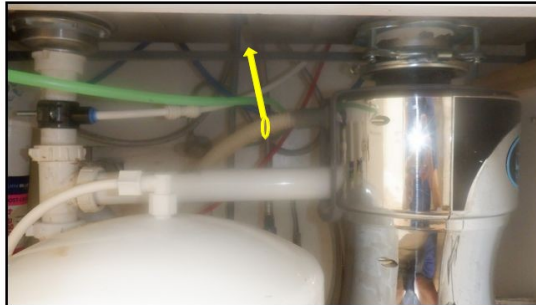
D=Deficient

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**The lower heating element was bent / warped / distorted at time of inspection. Unit was not operational when tested, recommend repair / replacement.**



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



**B. Food Waste Disposers**

*Comments:*

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

**C. Range Hood and Exhaust Systems**

*Comments:*

Duct not sealed properly as it passes through cabinet above kitchen vent fan.

No vent screen observed.

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

*Comments:*

**GAS RANGE/COOKTOP:**

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

**GAS OVEN(S):**

*Timer and cleaning cycles not checked.*

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Oven is not installed on to recommended anti-tip bracket on the back side of the unit.

**E. Microwave Ovens**

*Comments:*

*Not present at the time of inspection.*

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

*Comments:*

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

One or more register (vent cover) is missing or loose / not secure to ceiling; master bath.

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

**G. Garage Door Operators**

*Comments:*

*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: at a minimum height of 5 feet so small children cannot reach it."

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



**H. Dryer Exhaust Systems**

*Comments:*

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

Dryer not vented to exterior (vent disconnected behind unit). Possible fire hazard.

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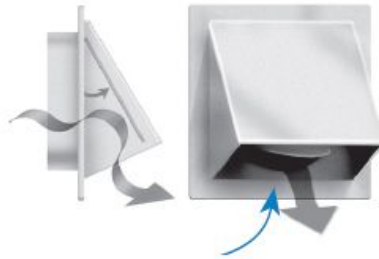
D=Deficient

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Improper dryer vent termination observed. Screens shall not be installed at the vent termination. Per IRC 1502.2.

**Code  Check**

### Backdraft Damper



End outside & no screens

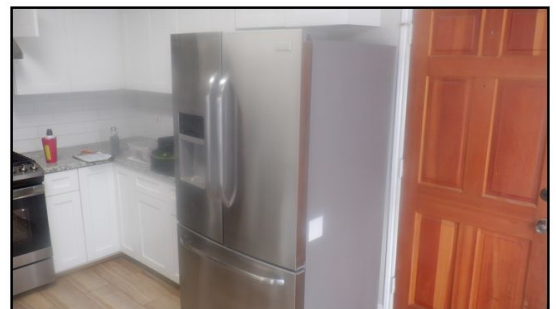
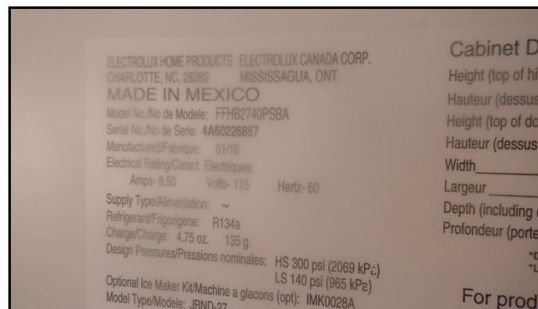
©2012 Code Check



#### I. Other

*Comments:*

REFRIGERATOR: (2016) FRIGIDAIRE



*Temperature measures:*

Fridge: 35.8°F Freezer: -2.9°F

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

Cracked interior plastic.



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WASHER: (2017) SAMSUNG



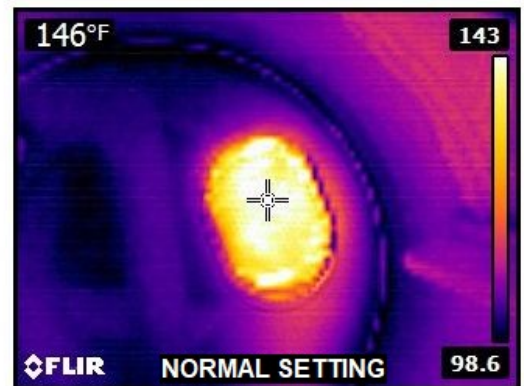
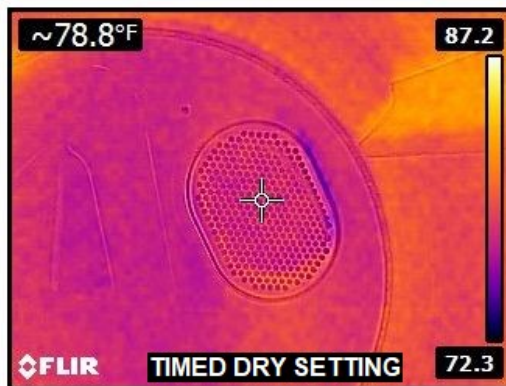
Corrosion observed on top of unit under lid.

*Unit inspected visually only, not cycled / tested. Not fully installed at time of inspection.*

DRYER: (2018) SAMSUNG



Unit did not function properly when tested on "Timed Dry" cycle. Unit was set to high heat but did not heat properly. Unit functioned normally under "Normal" setting.



**2022 FOX INSPECTION GROUP REAL ESTATE INSPECTION SERVICE AGREEMENT**

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT**

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

**PLEASE READ CAREFULLY**

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

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

16. **CLIENT UNDERSTANDS:** The integrity and moisture content of framing and sheathing behind finished wall coverings (exterior siding, stucco, cement stone coverings, fiber cement siding, drywall, interior bath and shower tile walls, etc) is not visible to inspect and beyond the scope of our services and is excluded within our services and is excluded within our inspection and inspection report. The lack of proper detailing and flashing may result in water penetration behind siding resulting in water penetration and structural damage which Fox Inspection Group makes no guarantee, warranty, or implied in the inspection or inspection report.
17. **EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION CLAUSE:** In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for it's time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday
18. **RE-INSPECTIONS:** Fox Inspection Group does not normally conduct re-inspection services. We are not in the business of certifying the workmanship and/or warranting another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs. In the event a re-inspection is performed it is agreed in advance that Fox Inspection Group does not assume responsibility of any kind for another company's work.
19. **LIMITATION AND EXCLUSION CLAUSE:** The Client expressly acknowledges and agrees that the following are not included in the scope of the inspection and the inspection report and further acknowledges that the Inspector makes no representations or warranties as to them. **THE FOLLOWING SYSTEMS, ITEMS, AND CONDITIONS WHICH ARE NOT WITHIN THE SCOPE OF THE BUILDING INSPECTION INCLUDE BUT ARE NOT LIMITED TO:** recreational, leisure, playground or decorative equipment or appliances including but not limited to pools, hot tubs, saunas, steam baths, landscape lighting, fountains, shrubs, trees, and tennis courts. Cosmetic conditions wallpapering, painting, carpeting, scratches, scrapes, dents, cracks, stains, soiled or faded surfaces on the structure, equipment or component, soiled, faded, torn, or dirty floor, wall or window coverings, etc. Noise pollution or air quality. Earthquake hazard, flood plain certification, liquefaction, soil, retaining walls, slide potential, wave action and hydrological stability, soil and earth measurements and stability, seismic safety, code and zoning, engineer level analysis, under ground utilities, sink hole potential, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, mildew, fungi, other environmental hazards, pest infestation, security systems, fire protection systems, sump pumps, household appliances, humidifiers, paint, other treatment windows, interior walls, ceilings and floors, water purification systems, (ozone generator/saltwater, etc), under ground storage tanks, energy efficiency measurements, motion or photo electric sensor lighting, concealed or private security systems, water wells, all over flow drains, heating system's accessories, solar heating systems, heat exchangers, wood burning stoves, sprinkler systems, water softener or purification systems, central vacuum systems, telephone intercom or cable TV systems, internet connections and cable connections, antennae, lightning arrestors, load controllers, governing codes, permits, ordinances, statues, and covenants, and manufacturer specifications, recalls, EIFS, Chinese drywall and tainted materials, plasterboard, sheet rock, gypsum board, latent and concealed defects, and manufactured stone veneer, culture stone siding, fiber cement siding, flues or chimneys, coal stoves, water leaks, water intrusion, design and architect problems, circuit breaker operation, fireplace drafting, boundaries egress and ingress, quality of materials, private sewage, wattage and wiring, electromagnetic field, non built in appliances, rodents, ants, birds, or other wood boring organisms, security locks and devices, thermostat and gauges. Client understands that these systems, items, and conditions, are excepted and excluded from this inspection and Inspection report. Any general comments about these systems, items, and conditions of the written report are informal only and **DO NOT REPRESENT AN INSPECTION.**
20. **COMPENSATION BY OTHERS:** Fox Inspection Group may accept a fee from various vendors in this real estate transaction to compensate for administrative / coordinating / scheduling their services. Fox Inspection Group is accepting a fee or other valuable consideration from HomeSwitch LLC., in this real estate transaction. Client(s) acknowledges that they have been informed of this arrangement between Fox Inspection Group and HomeSwitch LLC and authorizes HomeSwitch LLC to call Client at the phone number provided to discuss options regarding setting up TV, Internet, Home Phone, Electricity, Home Security, Pest Control – even municipal utilities at their future home. If client(s) does not want to be contacted just let us know by phone (713-723-3330) or by email ([Office@FoxInspectionGroup.com](mailto:Office@FoxInspectionGroup.com)) .

21. **PERSONAL SAFETY:** We are not responsible for another participant's personal safety during the inspection process. Client, their representative's, or others participation shall be at his/her own risk for falls, injuries, property damage, etc. We reserve the right to refuse service to anyone for any reason.
22. **REGARDING PREVIOUSLY FLOODED HOMES:** Client is hereby put on notice, Caveat emptor / buyer beware; this property inspection and report specifically excludes any representation that the structure has been properly renovated / repaired after being flooded. Ultimate responsibility for proper renovation and repair lies solely with the property owner / seller and their repair contractors (NOT others associated with the transaction such as Realtors, home inspectors, appraisers, surveyors, title companies, lenders, etc.) Client is strongly advised to obtain all mandatory seller disclosure and documentation, including but not limited to photos and video, regarding any past flooding of the structure, as well as repair methods and techniques used by others to restore the property to its pre-flood condition including their contact information for future reference.
23. This Agreement, including the terms and conditions on all pages, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. **ACKNOWLEDGMENT:** the undersigned has reviewed this document, understands its content and agrees to the terms and conditions contained. The client further represents and warrants that he or she has full and complete authority to execute this contract on behalf of any spouse or significant other, and to fully bind any spouse or significant other to all terms, conditions, exclusions and limitations of this agreement. The report adheres to the "TREC" Texas Real Estate Commission Standards which is readily available ) at

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