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INSPECTION GROUP

FIG Services LLC d/b/a FOX INSPECTION GROUP

Property Inspection Report #5/16/2022 2832 Lockett Street 8616 Daffodil St. Houston, TX 77063

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

Texas Department of Insurance VIP Certificate #20110061045 SBCCI Registered One & Two Family Dwelling Code Certified Inspector #1863 & #2185 Infrared Thermographers



PROPERTY INSPECTION REPORT FORM

Juan Echeverry Name of Client	5/16/2022 Date of Inspection
2832 Lockett Street , Houston, TX 77021 Address of Inspected Property	Date of inspection
Josh Burk Name of Inspector	22850 TREC License #
Name of Sponsor (if applicable)	TREC License #

PURPOSE OF INSPECTION

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

RESPONSIBILTY OF THE INSPECTOR

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

The inspector IS required to:

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

The inspector IS NOT required to:

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

RESPONSIBILTY OF THE CLIENT

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

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

REPORT LIMITATIONS

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

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

This inspection IS NOT:

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

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NOTICE CONCERNING HAZARDOUS CONDITIONS, DEFICIENCIES, AND CONTRACTUAL AGREEMENTS

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

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

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

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

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

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

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

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

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

Highest Priority Items are printed in bold print.

For reference: The front of the unit faces North

Description: One story, wood framed, single family residence; Stucco/ Applied Stone/ Wood exterior,

Composition shingle roof, attached garage

Weather Conditions: Clear

Approximate Outside Temperature: 80's

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

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

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
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I. STRUCTURAL SYSTEMS

	Χ					Х	A. Foundations
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Type of Foundation(s): Pier & Beam/ Grade Beam - Crawlspace/ Slab Comments:

Differential movement/settlement observed; indicated by one or more of the following observed conditions; Elevation readings, cracks 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 a complete repair, but some areas listed below need further evaluation and or repairs. Acceptance of present and future condition/performance/maintenance rests solely with the buyer/client.

Painted grade beam can hide cracks very well.

Observed addition to original house foundation. "Cold joints" where the two slabs abut each other is a location for wood-destroying insects to enter house unseen.

Spalling (i.e., corner pops) at one or more corner(s). Corner spalling is common to slab foundations and does not affect the structural integrity of the foundation.

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

Observed one or more small cracks in the foundation: West exterior.

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

Apparent fungus/mold observed. If this is a concern or potential concern, Fox Inspections recommends having our company or a qualified professional of your choice for further information/investigation.

Crawl space ventilation is limited/ none. This is a conducive condition for wood rot and mold if not corrected.

Ground applied vapor barrier not present at the time of inspection. A properly applied vapor barrier of 6 mil poly sheathing with seams lapped a minimum of 6"" and taped at the columns and grade beams and covered with a protective layer of gravel will keep ground moisture in the ground and significantly reducing humidity levels in the crawlspace.

Scrap wood below the house is considered a conducive condition for wooddestroying insects. Recommend removal of debris/junk from below the house.

Buver's Note: There is no insulation below home.

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The crawl space does not appear to be adequately ventilated. Proper ventilation will help to control humidity and reduce the potential for rot. This condition should be further evaluated and corrected as necessary.

Observed one or more areas where beams are not in contact with floor joists or piers.

The crawl space access opening does not meet current building standards. Under current building standards the opening should be at least 24 inches wide and 18 inches high to allow access for service, maintenance and repairs.

Could not access below some of the home (West area) due to inadequate access and clearance of framing from ground, junk and or debris, high moisture. Code (IRC Section R408.4) requires that access be provided to all under-floor spaces. Access openings through floors shall be a minimum of 18×24 inches, while openings through a perimeter wall shall be at least 16×24 inches. Recommend installation of proper access opening and subsequent inspection under the house.

Observed wood framing under the house has inadequate clearance from soil to prevent wood rot according to code. Minimum soil clearance to untreated wood joists is 18"". Minimum soil clearance to untreated wood beams is 12."" IRC R317.1

Evidence of water staining, below the house, indicates a history of substantial standing water below the house during the rainy season, This condition is detrimental to adequate foundation performance of pier and beam foundation systems and should be corrected through proper site drainage/grading.

Wood rot/fungus on various wood members in crawl space observed below the house. This condition if left untreated will eventually result in structural damage to wood members. The rot/fungus feeds off the cellulose fibers of the wood.

Multiple areas observed below the house with various degrees of damage from water and/or wood-destroying insects. Damage found to be in my opinion as in need of repair was observed at Southeast corner, below guest bath,.etc.

Recommend qualified contractor be retained/consulted regarding the scope of all repairs needed/required and deemed necessary to effect a proper repair that the contractor deems adequate and is willing to warrant.

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

Subfloor has damage and or repairs at multiple locations.

Foundation access door missing. Allow for rodent entry.

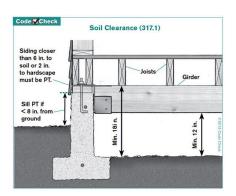
Pier(s) appear to be leaning/or tipped at one or more locations. Recommend repair.

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NI NP D





Small crack at West exterior



Crawlspace access missing a door



Form board/ wood to ground contact at multiple locations Wood rot/fungus on various wood members in crawl space observed



below the house.



Damaged/ repaired sub floor at multiple locations



Southeast corner needs further evaluation/ repair



Joists under guest bath need repair



Damaged joists below guest bathroom

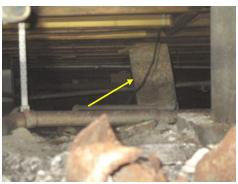
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Piers leaning under center of home



Pier leaning West



Ground is very soft in areas, water stains at piers



Pier leaning Northwest



living area



Joist not in contact with beam under Joist/ beam not in contact with pier



Gaps under grade beam



Sub floor appears wet under front exterior/ porch

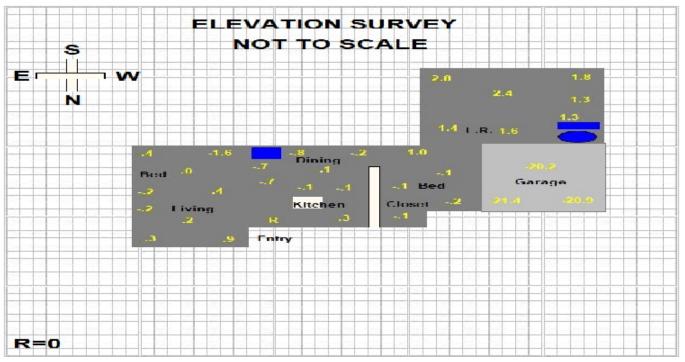


Scrap wood/ debris/ junk below home should be removed

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A foundation elevation survey was conducted during the inspection. The floor plan below represents data gathered using a Zip Level and adjusting for floor covering height differences. i.e. differences between tile, carpet and wood flooring (except step down to the garage). Measurements are listed to the nearest 1/10th of an inch. The greatest variance of original house was 0.9 to -1.6, overall 2.8 to -1.6

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$X \square \square X$	B. Grading and Drainage			

Comments:

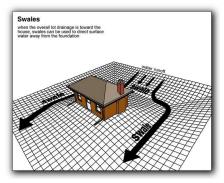
Recommend client consider painting exterior metal fence/gate in the near future.

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

Evidence (water staining) below house indicates a history of substantial standing water below house during the rainy season, This condition is detrimental to adequate foundation performance of pier and beam foundation systems and should be corrected through proper site drainage/grading.

Drainage swale is not continuous at sides. The drainage swale must be kept clear and continuously sloped to drain water properly.

Soil grade and drainage patterns around areas of the house do not properly direct water away from below house and foundation system. This condition is detrimental to the adequate foundation performance of pier and beam foundation systems.



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X C. Roof Covering Materials

Type(s) of Roof Covering: Composition Asphalt Shingle Roofing

Viewed From: Roof Level

Comments:

ROOF SURFACE:

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

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

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

Observed scuffed/damaged shingles. Scuffing the mineral surface off of a composition shingle exposes the asphalt to ultraviolet light which causes it to deteriorate and can greatly reduce the life of the shingle. Replace scuffed shingles.

Per IRC 905.2.2 requires a minimum roof slope of 2/12 for the installation of standard tab shingles. Roof slopes from 2:12 to 4:12 require a double layer of underlayment. Could not confirm proper underlayment.

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

FLASHING:

Did not observe head flashing over some windows/doors. Head flashing helps prevent water penetration. Without head flashing, window sealant must be maintained as it is the only defense against water penetration; West attic window.

Observed rusted flashing; front dormers

Did not observe cap flashing on flat areas of stucco wall/ West chimney to prevent standing water / potential water penetration.

Not all lead flashing of drain waste vents are properly rolled down interior of plumbing vent pipes and/or are blocked by stucco debris, which may not allow for proper venting.

Rubber gasket of one or more drain waste vents was observed to have an inverted rubber gasket. This condition can allow rainwater to accumulate and penetrate.

ROOF PENETRATIONS:

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

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

Roof jack for vent not installed properly, not interwoven into shingles.

Recommend replacement of old-style bonnet type roof jack of gas-fired house heater(s) with code-approved class "B" vent cap to ensure proper drafting.

ROOF WATER PENETRATION:

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

Areas of water stained/ rotted roof decking observed in attic.

GUTTERS & DOWNSPOUTS:

Downspouts need splash blocks at bottoms to prevent soil erosion.

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



Scuffed/damaged shingles at front Exposed nail heads and not shingle dormer



fashion



Rusted flashing at front dormers



South exterior



Rubber boot flashing inverted at DWV vent blocked by stucco debris



Missing cap flashing at chimney

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X D. Roof Structure and Attics

Viewed From: Safely accessible areas as deemed by the inspector Approximate Average Depth of Insulation: 4-6 Inches Comments:

ROOF STRUCTURE & FRAMING:

Suspected Asbestos Containing Material (ACM) old exterior siding observed in the attic.

Observed purlin(s) (roof bracing) of improper/inadequate size and/or not installed on strength axis in attic.

Observed damaged paper vapor barrier in attic.

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

Observed improper installation of bracing from roof rafters down to ceiling joists.

Discolored wood in attic indicates improper venting of the gas-fired furnace and recognized fire hazard,

ATTIC INSULATION:

Insulation not properly positioned/missing in areas, etc.

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

ATTIC ACCESS, LADDER & SERVICE WALKS:

Not all areas of the attic were accessible for inspection.

Buyers note: Protect recessed can lights in the attic. You can nail a 2×4 on each side and nail a piece of plywood on top.

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

Pull down stairs located in the garage shall/should/needs to be fire rated type to maintain code required fire-rated separation of the attached garage to the house.

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

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NI NP D

Code Check

Attic Ventilation Insulation held back to allow 1 in. air space. Use baffles with loose insulation.

ATTIC VENTILATION & SCREENING:

Inadequate amount of soffit or roof vents to allow proper ventilation of the attic, none owner can incurs larger utility bills as well as shortened roof life with poor attic ventilation.





Thermal image of missing insulation Missing insulation at living room at living room



Ventilation by ridge vent

Water stains at front dormers



Water stains at South DWV



Observed improper installation of bracing from roof rafters down to ceiling joists.



Observed damaged paper vapor barrier in attic.



Discolored wood in attic indicates improper venting of the gas-fired furnace and recognized fire hazard,

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INTERIOR WALLS:

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.

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

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

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

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

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

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

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

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

WDI:

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Evidence of wood-destroying insect damage observed; below house, Final determination of structurally significant damage to wood members cannot be determined without removal of wall covering {interior sheetrock or exterior siding}.

EXTERIOR WALLS:

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

Sag in the double header over front porch, Possible indication of improper/inadequate framing and/or foundation settlement.

Siding in garage attic observed to be suspected Asbestos Containing Material (ACM). Fox Inspections does not conduct environmental inspection/testing and assumes no liability for environmental hazards (see limitations). Acceptance of present and future conditions, potential hazards, government regulations, etc. rests solely on the buyer.

Gaps at joints in building components are potential pest / rodent entry points.

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

STUCCO:

Did not observe visible stucco drainage plane termination at base of stucco where it transitions to lower stone/ brick. Unable to determine if drainage plane located behind exterior siding properly ties together between the two different building materials.

Did not observe drip screed (drainage relief accessory) at bottom of the stucco wall, where it intersects with the soffit. The following diagram depicts a "best practice" procedure as defined in the Texas Lathing and Plastering Contractors Association (TLPCA) Stucco Resource Guide. This detail provides a means for moisture to exit from behind the stucco if the wall assembly leaks (we seldom see a drip screed at these locations on most stucco homes/buildings). If this exhibits a problem with moisture collecting in this area, a drainage relief accessory should be installed.

Observed what appears to be a drip screed at bottom of the stucco wall, where it intersects with the soffit. The following diagram depicts a "best practice" as defined in the Texas Lathing and Plastering Contractor's Association (TLPCA) Stucco Resource Guide. This detail provides a means for moisture to exit from behind the stucco if the wall assembly leaks (we seldom see a drip screed at these locations on most stucco homes). Drip screed / drainage plane appears to be blocked / sealed / painted over. Recommend clearing out drip screed / drainage plane to prevent moisture build-up at soffits.

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Possible water entry from cracks and/or penetrations in stucco siding, Recommend sealing/caulking around all cracks and exterior siding penetrations, including but not limited to light fixtures, electrical outlets/service panels, dryer, bath vents, etc.

Observed one or more areas of staining on stucco veneer. Staining can be indicative of water moving persistently across stucco and / or exiting from behind wall which is known to be conducive to water penetration to structure beneath.

<u>Did not observe control joints in stucco siding; control joints help to control cracking in the stucco.</u>

Recommend additional stucco intrusive inspection be conducted to rule out the possibility of unseen/undetected/latent/hidden water damage behind the stucco exterior. Sections of the exterior appear to be traditional hard coat / cement-based stucco. A limited visual inspection by this inspector has created concerns regarding the possibility of latent damage from water penetration behind the stucco at one or more locations that can only be verified by drilling / intrusive testing. Recommend the client contact our office or another third party stucco inspector of your choice before the expiration of any option period to conduct an intrusive stucco inspection.

WOOD:

Wood rot observed on areas of house/garage.

CAULKING:

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

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

INTERIOR WATER PENETRATION:

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

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

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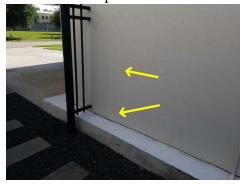
Header sagging or leaning, at front porch



Stains on stucco surfaces



Weep screed holes are blocked/ sealed over.



Seal cracks in stucco, West exterior



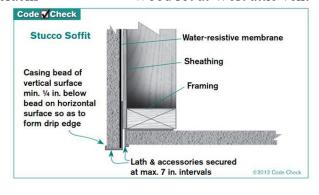
Seal stucco cracks



Wood rot at West attic vent



Caulk attic vent



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F. Ceilings & Floors

Comments:

CEILINGS:

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

FLOORS:

Grout missing / deficient between tiles at one or more locations.

Floor squeaks/ pops noted.

Observed one or more floor tiles not properly bonded to the slab/sub floor and/or lifted. Possibly/probably due to foundation movement. Improperly bonded tiles are more susceptible to damage.

A soft spot in flooring observed at multiple locations.

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

Cracked/chipped and/or loose floor tile observed; master bath,



Cracked tiles at master bath

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G. Doors (Interior and Exterior)

Comments:

INTERIOR DOORS:

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

One or more doors in the house will not latch; North bedroom and closet

One or more doors in the house are not square in the jamb.

Door rubs the jamb / floor; master closet

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

Latch ball on top of door observed to be missing / not installed; laundry room.

The door will not shut/close/ open, in contact with floor; master closet.

EXTERIOR DOORS:

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

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

The door between the house and garage is not properly fire-rated.

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

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

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

Door is difficult to open/close/operate; garage entrance.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
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Master closet door will not open/ close, in contact with floor

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Not all windows were operated/accessible in furnished residence.

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

One or more window limiter latches are loose or damaged; hallway.

Window frame is cracked/ damaged; North exterior.

Upper sash falls as window is opened; Multiple locations.

Observed attic double pane windows improperly coated with window tint, which may void most manufacturer warranties. Recommend consulting manufacturer of your windows.

One or more of the double pane thermal windows observed to have lost their seals. This has resulted in condensation and/or fog like film to develop between the panes of glass. The thermal pane windows no longer function as designed when they lose their seals. The windows that have noticeably lost their seals are listed but may not be limited to the following: both at East bedroom, sliding door system, West hallway, Special Notice: Signs of lost seals in the thermal pane windows may appear and disappear as temperature and humidity change. Some windows with lost seals may not be evident at the time of this inspection. Windows are only checked for obvious fogging. If some lost thermal pane window seals were noted, we recommend all windows be rechecked by a window specialist for further evaluation.

Observed North bedroom without an operational/operable window, only closet window opens, could be a RECOGNIZED FIRE/SAFETY HAZARD if closet window is blocked or inaccessible. This does not comply with current life safety codes, and the room(s) should not be used as a sleeping area.

The upper and most tracks of lower window pane needs cleaning/removal of debris to ensure proper/full closing of windows.

SCREENS:

Multiple screens are missing and/or damaged.

Sliding screen door missing.

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

NI NP D







seals

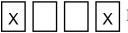
East bedroom windows lost their Window frame is cracked/damaged; North exterior.



Sliding door system lost its seal



West hallway window lost seal



I. Stairways (Interior and Exterior)

Comments:

EXTERIOR:

The stairway and steps have tripping hazards, Risers are not the same height along the entire height of the steps. Stairway does not comply with the current industry standard, Per IRC 311.5.3.1 & UBCA0 1006.3 requires "The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch."

Stairway and or steps do not comply with the current industry standard, Per IRC 311.4.3.1. requires "The maximum riser height shall be 7-3/4 inches."

Stair steps in garage should have a handrail for safety.

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

X J. Fireplace & Chimney

Comments:

CHIMNEY:

Recommend removing chimney vent and permanently capping chimney to prevent possible water penetration into unused West chimney that the fireplace has been covered/ removed.

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

HEARTH & HEARTH EXTENSION:

Wire mesh screen was not observed installed over the fireplace to prevent direct contact with flame during operation. This is a potential safety/personal injury issue.

Fireplace fire brick mortar loose/ missing between bricks.

The damper is difficult to operate properly.

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.

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

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.



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



<u>Hearth not sealed properly around the perimeter of damper and/or on the interior backside of the lintel</u>

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Fox Inspection Gro	oup		2832 Lockett Street , Houston,				
I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient				
I NI NP D							
x x	K. Porches, Balconies, Do	ecks, and Carports					
	Comments:						
		io / deck obscures the v rmite and/or water pene	view of foundation and prevents etration.				
	Cracks in walkways, di	riveway and/or garage	concrete observed, typical.				
		y due to foundation mo	bonded to the slab/sub floor and/or vement. Improperly bonded tiles are				
	Use caution at raised s	sections of decks/ pation	s not to trip or fall, no railings.				
	Tripping hazard(s) - wa	alks and/or driveways a	re uneven.				
	Joist hangers not propositions below deck.	erly installed, fasteners	not installed at all required				
	Earth wood contact in a wood rot.	some areas - conducive	e condition to termite activity and				
	Patio tile cracked/chippetc.	oed and/or loose; grout	missing / deficient between tiles				
Joist hange	ers not properly installed, f L. Other	asteners not installed at a	ll required locations below deck.				
	Comments:						
	CATHUCIUS						

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Not Checked/ Inspected.

Х						Х	A. Service Entrance and Panels
---	--	--	--	--	--	---	--------------------------------

Panel Locations: East Exterior Wall
Materials and Amp Rating: 60 Amp Sub panel w/ Copper Feeders
150 Amp Main panel w/ Copper Feeders
Comments:

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

BREAKER PANEL:

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

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.

BREAKERS:

Did not test/operate the AFCI (Arc Fault Circuit Interrupter) devices due to the home being occupied. Operating these devices causes a sudden loss of power which can detrimentally affect electronic and computing equipment that has not first been powered down safely. We recommend that our clients have these devices tested per the manufacturer's instructions once the home is vacant or electronic equipment has been powered down.

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

WIRES:

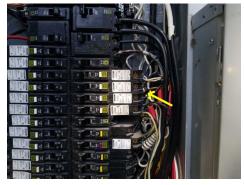
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NI NP D

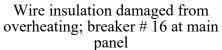
I=Inspected NI=I	Not Inspected	NP=Not Present	D=Deficient
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Improper wiring to sub-panel - the neutral and ground wires are not on separate bus bars as required on sub-panels.

Wire insulation damaged from overheating.









Improper wiring to sub-panel - the neutral and ground wires are not on separate bus bars as required on subpanels.

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BRANCH WIRING:

All knob & tube wiring found during the inspection was not active/live. (Interpretation: While inspector did not find any active/live knob & tube wiring in the house, we cannot guarantee there is no active/live knob & tube in the house. only that what we visually observed during the inspection process was not active/live.)

Wire connections are not enclosed in proper electrical junction box(s) or electrical junction box(s) do not have covers in place, including but not limited to the following locations; Both attics.

Framing in attic improperly installed on top of electrical wiring routed over ceiling joist, pinching electrical wiring between deck and ceiling joist - fire hazard; above living room/ hallway in attic.

Electrical wiring is not properly supported on the bottom of the floor joists below the house. Wiring is resting on metal water/gas lines and/or on the ground.

Lamp cord / extension cord wiring used improperly as permanent wiring; garage for irrigation controls.

FANS:

One or more ceiling fan(s) not balanced and/or noisy operation.

FIXTURES:

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

Light(s) found to be not functioning. Probably just a burned-out bulb, or it could be a broken fixture/switch or improper wiring. Including but not limited to: living room ceiling Northeast corner, front exterior, attic.

There was no working light near the HVAC and/or water heater for service personnel; garage attic.

GFCI:

GFCI reset locations; kitchen, under kitchen sink, all bathrooms, laundry room, garage, all exterior outlets, breaker panel,

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

Buyer's Note: Outlet supplying power to the refrigerator is on a GFCI protected circuit. Power can be inadvertently turned off to unit resulting in spoilage of contents.

OUTLETS:

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

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

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

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

Missing required outlet(s) as required by National Electric Code 210-52a. Any wall greater or equal than 2 feet wide requires an electrical outlet. Per IRC 3801.2.2.

SWITCHES:

Switch is improperly located in room - behind the door, must walk around door to turn on fixtures; East bedroom,

Dimmer switch is not rated for use with ceiling fan and bathroom exhaust fans at multiple locations, current dimmer switches are for light fixtures only.

Switch installed upside down. Per 2018 IRC E4001.3; tankless water heater disconnect.

FIRE PROTECTION EQUIPMENT:

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

NI NP D

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

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

DOOR BELL & CHIMES:

Inspector is unable to verify proper operation of smart doorbell.

Not operational, does not chime inside home from the front door push button.





Extension cord wiring for irrigation Framing in attic improperly installed controller



on top of electrical wiring above living room/ hallway in attic.

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

I NI NP D



Junction boxes missing covers above living room



Wire connections not in junction boxes and missing covers at garage attic

X C. Other

Comments:

Not Checked/ Inspected.

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

I NI NP D

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

	Χ					X	A. Heating Equipment
--	---	--	--	--	--	---	----------------------

Type of Systems: Forced Air Energy Sources: Natural Gas

And Electric Comments:

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

FURNACE:

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

FURNACE VENT:

The exhaust vent pipe is in contact with combustible material, [wood roof decking]. Current industry standards (code) require 1? clearance for the double-wall vent pipe.

Exhaust vent should terminate with a class "B" vent cap to ensure proper venting of unit.







East Unit

2014 GOODMAN

Heating properly at time of inspection

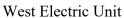
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2832 Lockett Street , Houston, TX

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

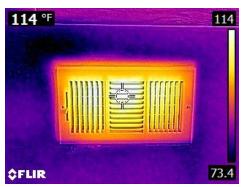
NI NP D







2018 U.S. ALUMACOIL



West electric heater operating properly at time of inspection

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Type of Systems: Forced Air Split System Comments:

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

CONDENSER UNIT:

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

EVAPORATOR COIL:

Unable to determine age/make/size of unit, data plate damaged/ covered at time of inspection; East unit.

The temperature differential is too great, This is an indication of possible airflow restriction across the coil and/or low refrigerant charge - needs service; both units.

DRAIN LINES:

Emergency drain does not terminate in an obvious location typically over window.

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

Primary drain line should not be allowed to discharge water right next to the foundation.

DRAIN PANS:

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

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

The secondary drain pan contains water, correct existing conditions; East unit.

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

NI NP D



2014 GOODMAN 4 Ton, 40 Amp



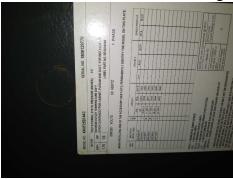
East Unit ,unable to read data tag



Too cold, needs service



2018 GOODMAN 2 Ton, 30 Amp West Unit 2018 U.S. ALUMACOIL



West Unit 2018 U.S. ALUMACOII 2 Ton



Too cold needs service



Primary drains near foundation



Primary drain line is missing insulation; West unit



The secondary drain pan contains water, correct existing conditions;

East unit.



Primary drain line missing insulation; West unit

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Fox Inspection Gro	pup	2832 Lockett Street , Houston,				
I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient			
I NI NP D						
x x	C. Duct Systems, Chases,	and Vents				
	Comments:					
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, ar type of environmental or other bio-hazards. If this is a concern or potential concern, Fox Inspection Group recommends contacting a qualified profession of your choice for further information / investigation.						
	DUCTS:					
	Observed one or more	ducts disconnected an	d sealed at East unit.			
	Excessive air loss arou	nd transition/coil/heate	r/plenum; East unit.			
	Thermal imager revealed more air registers; East		e in supply air temperature to one or			
	Excessive air loss	between furnace and coi	ls; East unit			
	D. Other					
	Comments:					

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Not Checked/ Inspected.

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evaluation/ repair by a qualified/ licensed plumber.

TUBS:

l=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
	•		

NI NP D

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

One or more drain stoppers are missing.

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

SHOWERS:

24 hour shower pan test has been specifically excluded.

One or more shower head(s) are clogged.

Recommend sealing screws and or protecting the window from shower spray to prevent water damage in wall; guest shower.

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

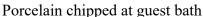
LAUNDRY CONNECTIONS:

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

HOSE BIBS:

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









Caulk/ seal screws to prevent water damage inside wall

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

X B. Drains, Wastes, Vents

Type of Drain Piping Material: PVC Comments:

Hydrostatic pressure test of sewer lines was specifically excluded.

Recommend scope of drain lines to observe condition of underground drain lines.

Painting of exterior plastic PVC vents above the roof line required to prevent UV damage.

Reverse slope of drain line. Does not tilt towards downhill for proper drainage; kitchen sink.



Reverse slope of drain line. kitchen sink.



Painting of exterior plastic PVC vents above the roof line required to prevent UV damage.

ſ	Х		C. Water Heating Equipmen
ı	/\ I	 1 1	

Energy Source: Natural Gas Capacity: Unit is Tankless

Comments:

WATER HEATER:

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

TEMPERATURE & PRESSURE RELIEF VALVE:

Most manufacturers recommend replacement of T & P valves over 3 years of age.

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

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

NI NP D



Tankless

D. Hydro-Massage Therapy Equipment

Comments:

Not present at time of inspection.



2015 RINNAI

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D)			
x	E. Gas Distribution Syste			

Location of Gas Meter: South exterior side of house Type of Gas Distribution Piping Material: Black iron

Galvanized steel

Corrugated stainless steel (CSST)

Comments:

GAS LINES:

Pressure test of gas lines has been specifically excluded.

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

Hyperlink; Observed CSST (Corrugated Stainless Steel Tubing) used for gas line in the property. There have been numerous reports of fires from holes created in a CSST gas line from direct and indirect/close proximity lightning strikes. The various manufacturers of CSST (with strong financial interests) represent their product is safe if properly installed and electrically bonded. Specific fire investigators claim they have found instances where CSST has failed/caused fires from indirect/close proximity lightning strikes even when properly installed and bonded. It is our professional experience that the CSST we see in the local area is seldom properly bonded, and even if bonded properly, it is our professional opinion this material is still not safe from lightning and therefore recommend replacement of all CSST with black iron gas pipe for your protection. For additional information Google CSST lightning; outdoor firepit.

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.

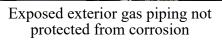
Improper/inadequate support for the gas line near the heating unit.

Exposed exterior gas piping not protected from corrosion as required per IRC 2603.3

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







Possible CSST for firepit



Gas line near furnace is not supported/ or secured to decking

Comments:

F. Other

Not Checked/ Inspected.

V. APPLIANCES

[x]	A. Dishwashers
	Comments:
	Door is difficult to close/ latch, needs adjustment.
X	B. Food Waste Disposers
	Comments:
	No significant deficiencies or anomalies observed at the time of inspection.
$X \cup X$	C. Range Hood and Exhaust Systems
	Comments:
	Excessive grease buildup on vent screens and unit.

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I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				
$X \square \square X$	D. Ranges, Cooktops, and O	Ovens		
	Observations:			
	Gas Range/Cooktop/ Grid	ddle:		
	No readily accessible value Griddle. Located behind of		ff/stop gas flow to the Range/	
	Electric Oven(s):			
	Timer and cleaning cycle	es not checked.		
$X \square \square X$	No significant deficiencies E. Microwave Ovens	es or anomalies observ	red at the time of inspection.	
	Comments:			
	Rust observed on the inte	erior of the cabinet and	d/or racks.	
$X \square \square X$	F. Mechanical Exhaust Vent	ts and Bathroom Heaters	3	
	Comments:			
	Did not confirm/verify pro	pper venting of all units	s to the exterior.	
	Exhaust fan improperly ve	ents into the attic, sho	uld vent to the exterior.	
$X \square \square X$	G. Garage Door			
	Comments:			
	Remote control hand held	d units were not check	ked/inspected.	
	door	warning Warning Id can be pinned under automatic garage or. Death or serious injury can result.	e operator button.	

Never let child use door opener controls.

Always keep moving door in sight,
if person is pinned, push control button or use
mergency release.

Test door opener monthly:
Test door opener monthly:
Test open owner manual.

Place one-hot object or 22 stad stuly on floor.
In opener still list to reverse door, repair or replace opener.

In opener still list to reverse door, repair or replace opener.

Do not remove or paint over this list.

Mount was control and of shall a reset.

Place nest to was decreas.

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

X H. Dryer Exhaust Systems

Comments:

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

Exterior dryer flapper door stuck open (remove lint) and/or damaged.

Flammable lint observed behind the dryer, recommend cleaning/removal.

<u>Dryer vent damaged/restricted/ not connected behind dryer. Correct condition to reduce fire hazard.</u>

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

<u>Dryer vent contains lint buildup. Recommend cleaning dryer vent to reduce drying time and risk of fire hazard.</u>

<u>Dryer vent is not properly supported below the house. Observed a sag that could collect lint.</u>



Dryer vent is clogged and has a screen



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I=Inspected		d	NI=Not Inspected	NP=Not Present	D=Deficient	
ı	NI N	P D				

 χ I. Other

Comments:

FRIDGE:

Rust observed on the interior of the cabinet and/or racks.

Water filter status indicator light recommends filter replacement.

<u>Upper/ 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.</u>

WASHER & DRYER:

Not Checked/Inspected.



FRIDGE:



Cooling properly at time of inspection

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ox Inspection Gro	up		2832 Lockett Street , Houston, T	
I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient	
I NI NP D				
	V	I. OPTIONAL SYSTEMS		
$X \square \square X$	A. Landscape Irrigation	(Sprinkler) Systems		
	Comments:			
	effective coverage of controller; the effective	the irrigation system; the eness of the sensors; su	pector is not required to inspect for automatic function of the ch as, rain, moisture, wind, flow or back-flow prevention device.	
	Testing, certifying an specifically excluded		operation of back-flow device is	
	Rain sensor was not	checked/inspected, not lo	ocated, not present.	
	Stations/zones not lis	sted/labeled.		
	One or more spray he blocking / preventing		grass has grown over head,	
		eads need adjustment for use, fence, and paved are	proper yard cover and reduced eas.	
	B. Swimming Pools, Spas, Hot Tubs, and Equipment			
	Type of Construction Comments:	:		
	Not present at time o	f inspection.		
	C. Outbuildings			
	Materials: Comments:			
	Not present at time o	f inspection.		
	D. Private Water Wells	(A coliform analysis is reco	ommended)	
	Type of Pump: Type of Storage Equi Comments:	ipment:		
	Not present at time o	f inspection.		

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Operated both valves

G. Other

Operated both valves

No gas observed

Comments:

Not present at time of inspection.

REI 7-6 (8/9/21) Page 46 of 46

FOX INSPECTION GROUP REAL ESTATE INSPECTION SERVICE AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT

BETWEEN YOU THE CLIENT AND FOX RESIDENTIAL SERVICES GROUP LLC, ITS SUBSIDIARIES, AND ALL

SUBCONTRACTORS SCHEDULED OR ARRANGED THROUGH US

PLEASE READ CAREFULLY

- 1. SCOPE OF THE INSPECTION: The inspector will perform a general, non-Invasive limited visual ("eyeball") inspection of the property structure at the address listed below to provide Client(s) with a written opinion as to the apparent general condition of the structure(s) components and systems at the time of the inspection. The inspection will be performed in a manner consistent with the "Standard of Practice" and "Code of Ethics" of "TREC" Texas Real Estate Commission and prepare a written report of the apparent condition of the readily accessible systems and components of the Property unless otherwise indicated existing at the time of the inspection. A copy of these Standards are readily available to the Client(s) at http://www.trec.state.tx.us/inspector/rules governing inspectors.asp Only systems and components that can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector will be inspected. Latent and concealed defects and deficiencies are excluded from the inspection, and Inspector is not liable for latent and concealed defects and deficiencies. Any area which is not exposed to view, concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or other things, or areas/items which have been excluded by "TREC" Texas Real Estate Commission standards and/or by the agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In the event that the property is a part of a condominium unit, such inspection will not include any other connected or external portions of a multi unit building or any common areas covered by a joint use agreement or considered common areas.
- 2. STANDARDS OF PRACTICE: The parties agree that the Standards of Practice "TREC" Texas Real Estate Commission shall define the standard of duty and the conditions, limitations, scope, and exclusions of the inspection and are incorporated by reference herein.
- 3. CLIENT'S DUTY: Client agrees to read the entire report when it is received and promptly call the Inspector with any question or concern regarding the inspection or written report. The written report shall be the final exclusive findings of the Inspector. In the event client becomes aware of a reportable condition which was not reported by the Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative'(s) to inspect said condition'(s) before making any repair, alteration, or replacement.
- 4. FURTHER EVALUATION: Client acknowledges and agrees that the Inspector is a generalist and that further investigation of a reported condition by an appropriate certified licensed specialist may provide additional information that may affect a Client(s) decision to purchase the

home. Client should seek further evaluation from licensed professionals regarding the deficiencies identified in the written report. Inspector is not liable for Client(s) failure to further investigate reported deficiencies.

- 5. CHANGE IN CONDITION(S): The parties agree and understand that conditions of systems and components may change between the inspection date and the time of closing. It is the Client's responsibility to further investigate before closing and the Inspector is not liable for any changes of conditions.
- 6. NOT A WARRANTY: The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Client(s) understand that the inspection and inspection report does not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM, THE PRESENCE OR ABSENCE OF LATENT OR HIDDEN DEFECTS THAT ARE NOT REASONABLY ASCERTAIN IN A COMPETENTLY PERFORMED HOME INSPECTION, OR THE REMAINING USEFUL LIFE OF ANY SYSTEM OR COMPONENT OF THE PROPERTY.
- 7. NOT AN APPRAISAL: The Inspection will not include an appraisal of the value or a survey of building and/or property lines. This inspection or the inspection report may not be construed as an appraisal or survey and may not be used as such for any purpose.
- 8. NOT A COMPLIANCE INSPECTION: This inspection or inspection report is NOT a code compliance inspection or certification for past or present governmental codes or regulations.
- 9. INSURABILITY: The inspection or inspection report does not determine whether the property is insurable.
- 10. THIRD PARTIES AND SUBROGATION: The inspection and written report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees, arising from such a claim.
- 11. LIMITATION OF LEGAL ACTION: The parties agree that any legal action must be brought within one (1) year from the date of the inspection(s), or will be deemed waived and forever banned.
- 12. LIABILITY: The parties agree that the Fox Inspection Group and its employees and its agents assume no liability or responsibility for cost of repairing or replacing any defects

specified in the written report, as well as no liability for the costs of further evaluation or investigation of the defects specified in the written report. Further, the parties agree and understand that the Inspector and its employees and its agents assume no liability for the costs of repairing or replacing any of the unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the Client that an installed system, or component of the premises which was inspected by the inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the client. Client agrees that prior to taking any action, legal or otherwise, Client shall: submit a written claim to Inspection Company within 10 days of the deficiency discovery to 11227 Endicott Lane, Houston TX 77035. The written claim shall describe the suspected deficiency. Allow the Inspection Company, their agent or legal representative to perform a re-inspection of the deficiencies stated in the claim. Agree to not to disturb or repair the disputed item prior to a re-inspection except in cases where injury or subsequent property damage may occur.

- 13. DISPUTES AND ARBITRATION In the event a dispute arises regarding an inspection that has been performed under this service agreement, Client(s) agree to notify Fox Inspection Group within ten (10) days of the time of discovery to give Fox Inspection Group a reasonable opportunity to re-inspect the property and resolved the dispute amicably. Upon the request of either party, all unresolved disputes relating to this agreement shall be submitted for arbitration in accordance with (AAA) American Association of Arbitrators and pursuant to the Federal Arbitration Act then in effect with costs shared equally. This provision shall be specifically enforceable and damages for breach of this provision shall include but not limited to court costs and attorney's fees. Client agrees that Fox Inspection Group and it's agents liability, if any, shall be limited to the amount of the inspection fee paid for inspection. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.
- 14. SEVERABILITY: If any court of competent jurisdiction determines that any section, provision or part of this Agreement is void, unenforceable, or contrary to Texas law, the remaining sections of this Agreement shall remain in full force and effect.
- 15. DAMAGES: If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, THE MAXIMUM DAMAGE THAT THE CLIENT CAN RECOVER SHALL NOT EXCEED THE COST OF THE INSPECTION FEE PAID BY THE CLIENT. The Inspection Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.

- 16. CLIENT UNDERSTANDS: The integrity and moisture content of framing and sheathing behind finished wall coverings(exterior siding, stucco, cement stone coverings, fiber cement siding, drywall, interior bath and shower tile walls, etc) is not visible to inspect and beyond the scope of our services and is excluded within our services and is excluded within our inspection and inspection report. The lack of proper detailing and flashing may result in water penetration behind siding resulting in water penetration and structural damage which Fox Inspection Group makes no guarantee, warranty, or implied in the inspection or inspection report.
- 17. EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION CLAUSE: In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for it's time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday
- 18. RE-INSPECTIONS: Fox Inspection Group does not normally conduct re-inspection services. We are not in the business of certifying the workmanship and/or warranting another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs. In the event a re-inspection is performed it is agreed to in advance that Fox Inspection Group does not assume responsibility of any kind for another company's work.
- 19. LIMITATION AND EXCLUSION CLAUSE: The Client expressly acknowledges and agrees that the following are not included in the scope of the inspection and the inspection report and further acknowledges that the Inspector makes no representations or warranties as to them. THE FOLLOWING SYSTEMS, ITEMS, AND CONDITIONS WHICH ARE NOT WITHIN THE SCOPE OF THE BUILDING INSPECTION INCLUDE BUT ARE NOT LIMITED TO: recreational, leisure, playground or decorative equipment or appliances including but not limited to pools, hot tubs, saunas, steam baths, landscape lighting, fountains, shrubs, trees, and tennis courts. Cosmetic conditions wallpapering, painting, carpeting, scratches, scrapes, dents, cracks, stains, soiled or faded surfaces on the structure ,equipment or component, soiled, faded, torn, or dirty floor, wall or window coverings, etc. Noise pollution or air quality. Earthquake hazard, flood plain certification, liquefaction, soil, retaining walls, slide potential, wave action and hydrological stability, soil and earth measurements and stability, seismic safety, code and zoning, engineer level analysis, under ground utilities, sink hole potential, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, mildew, fungi, other environmental hazards, pest infestation, security systems, fire protection systems, sump pumps, household appliances, humidifiers, paint, other treatment windows, interior walls, ceilings and floors, water purification systems, (ozone generator/saltwater, etc), under ground storage tanks, energy efficiency measurements, motion or photo electric sensor lighting, concealed or private security systems, water wells, all over flow drains, heating system's accessories, solar heating systems, heat exchangers, wood burning stoves, sprinkler systems, water softener or purification systems, central vacuum systems, telephone intercom or cable TV systems, internet connections and cable connections, antennae, lightning arrestors, load controllers, governing codes, permits, ordinances, statues, and covenants, and manufacturer specifications, recalls, EIFS, Chinese

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

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

 $http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp.$