



713-730-3151

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INSPECTED FOR

**Andrew Martinez**  
**726 McDaniel Street**  
**Houston, TX 77022**

**April 2, 2024**



# PROPERTY INSPECTION REPORT FORM

Andrew Martinez

*Name of Client*

04/02/2024

*Date of Inspection*

726 McDaniel Street, Houston, TX 77022

*Address of Inspected Property*

Mark McKinney

*Name of Inspector*

24140

*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.

## RESPONSIBILITY 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).

## RESPONSIBILITY 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.

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

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

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

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

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**ADDITIONAL INFORMATION PROVIDED BY INSPECTOR**

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Inspection Time In: **9 am** Time Out: **1 pm** Property was: **Vacant**  
Building Orientation (For Purpose Of This Report Front Faces): **North**  
Weather Conditions During Inspection: **Cloudy Overcast**  
Outside Temperature During Inspection: **70 ° to 80 ° Degrees**  
Parties Present at Inspection: **No other parties present during inspection.**

**THIS REPORT IS PAID AND PREPARED FOR THE EXCLUSIVE USE BY Andrew Martinez. THIS COPYRIGHTED REPORT IS NOT VALID WITHOUT THE SIGNED INSPECTION AGREEMENT.**

**THIS REPORT IS NOT TRANSFERABLE FROM CLIENT NAMED ABOVE.**

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**SCOPE OF INSPECTION**

These standards of practice define the minimum levels of inspection required for substantially completed residential improvements to real property up to four dwelling units. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the client with information regarding the general condition of the residence at the time of inspection. The inspector may provide a higher level of inspection performance than required by these standards of practice and may inspect components and systems in addition to those described by the standards of practice.

**GENERAL LIMITATIONS**

**The inspector is not required to:**

**(A) inspect:**

- (i) items other than those listed within these standards of practice;
- (ii) elevators;
- (iii) detached buildings, decks, docks, fences, or waterfront structures or equipment;
- (iv) anything buried, hidden, latent, or concealed;
- (v) sub-surface drainage systems;
- (vi) automated or programmable control systems, automatic shut-off, photoelectric sensors, timers, clocks, metering devices, signal lights, lightning arrestor system, remote controls, security or data distribution systems, solar panels, outdoor kitchens, gas grills (built-in or free standing), refrigerators (built-in or free standing), wine coolers, ice makers or smart home automation components; or
- (vii) concrete flatwork such as; driveways, sidewalks, walkways, paving stones or patios;

**(B) report:**

- (i) past repairs that appear to be effective and workmanlike except as specifically required by these standards;
- (ii) cosmetic or aesthetic conditions; or
- (iii) wear and tear from ordinary use;

**(C) determine:**

- (i) insurability, warrantability, suitability, adequacy, compatibility, capacity, reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, life expectancy, age, energy efficiency, vapor barriers, thermostatic performance, compliance with any code, listing, testing or protocol authority, utility sources, or manufacturer or regulatory requirements except as specifically required by these standards;
- (ii) the presence or absence of pests, termites, or other wood-destroying insects or organisms;
- (iii) the presence, absence, or risk of asbestos, lead-based paint, **MOLD**, mildew, corrosive or contaminated drywall "Chinese Drywall" or any other environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, or poison;
- (iv) types of wood or preservative treatment and fastener compatibility; or
- (v) the cause or source of a conditions;

**(D) anticipate future events or conditions, including but not limited to:**

- (i) decay, deterioration, or damage that may occur after the inspection;
- (ii) deficiencies from abuse, misuse or lack of use;
- (iii) changes in performance of any component or system due to changes in use or occupancy;
- (iv) the consequences of the inspection or its effects on current or future buyers and sellers;
- (v) common household accidents, personal injury, or death;
- (vi) the presence of water penetrations; or
- (vii) future performance of any item;

(E) operate shut-off, safety, stop, pressure or pressure-regulating valves or items requiring the use of codes, keys, combinations, or

- similar devices;
- (F) designate conditions as safe;
  - (G) recommend or provide engineering, architectural, appraisal, mitigation, physical surveying, realty, or other specialist services;
  - (H) review historical records, installation instructions, repair plans, cost estimates, disclosure documents, or other reports;
  - (I) verify sizing, efficiency, or adequacy of the ground surface drainage system;
  - (J) verify sizing, efficiency, or adequacy of the gutter and downspout system;
  - (K) operate recirculation or sump pumps;
  - (L) remedy conditions preventing inspection of any item;
  - (M) apply open flame or light a pilot to operate any appliance;
  - (N) turn on decommissioned equipment, systems or utility services; or
  - (O) provide repair cost estimates, recommendations, or re-inspection services.

**THE CLIENT, BY ACCEPTING THIS PROPERTY INSPECTION REPORT OR RELYING UPON IT IN ANY WAY, EXPRESSLY AGREES TO THE SCOPE OF INSPECTION, GENERAL LIMITATIONS AND INSPECTION AGREEMENT INCLUDED IN THIS INSPECTION REPORT.**

This inspection report is made for the sole purpose of assisting the purchaser to determine his and/or her own opinion of feasibility of purchasing the inspected property and does not warrant or guarantee all defects to be found. If you have any questions or are unclear regarding our findings, please call our office prior to the expiration of any time limitations such as option periods.

This report contains technical information. If you were not present during this inspection, please call the office to arrange for a consultation with your inspector. If you choose not to consult with the inspector, this inspection company cannot be held liable for your understanding or misunderstanding of the reports content.

The contents of this report are for the sole use of the client named above and no other person or party may rely on this report for any reason or purpose whatsoever without the prior written consent of the inspector who authored the report. Any person or party who chooses to rely on this report for any reason or purpose whatsoever without the express written consent of the inspector does so at their own risk and by doing so without the prior written consent of the inspector waives any claim of error or deficiency in this report.

This report is not intended to be used for determining insurability or warrantability of the structure and may not conform to the Texas Department of Insurance guidelines for property insurability. *This report is not to be used by or for any property and/or home warranty company.*

The digital pictures within this report are a representative sample of inaccessible areas, deficiencies or damages in place and should not be considered to show all of the inaccessible areas, deficiencies or damages observed. There will be inaccessible areas, deficiencies or damages not represented with digital imaging.

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### I. STRUCTURAL SYSTEMS

#### A. Foundations

Type of Foundation(s): Pier & Beam  
Comments:

Description of supporting piers: **Concrete, Cinder Block and Wood**  
Viewed From: **Interior of Crawl Space, Crawl Space Hatch Opening – Due to hazardous conditions.**  
Crawl Space Accessibility: **Partial**

#### Foundation Needs Further Evaluation

Some of the pier and beam foundation structural components appear to have deficiencies that are beyond normal. The Buyer should have the cause and remedy investigated by a foundation repair company familiar with pier and beam type structures. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- Floor slopes and/or unlevelness were observed.
- There is visible evidence of standing water in the crawl space in one or more locations. The crawl space drainage system does not appear to be performing properly and should be further evaluated by a drainage specialist familiar with pier and beam structures.
- There is standing water in the crawl space area. The cause and remedy should be further evaluated and corrected as necessary.
- There is no sub-floor insulation in place at the time of inspection.
- One or more of the support piers are not in contact with the foundation beam. This condition should be further evaluated and corrected as necessary.
- One or more of the support piers are not level. This condition should be further evaluated and corrected as necessary.
- The sub-floor material has some deterioration and/or damage in one or more locations.
- All wood debris and/or trash should be removed from the crawl space.
- One or more piers are not installed properly.
- One or more locations are not properly supported by piers, beams, floor joists. Remediation is needed.
- One or more piers are missing. Remediation is needed.

#### Wood Destroying Insect Information

Evidence of active and/or previous activity of a wood-destroying insect was detected at the time of this inspection. Full evaluation of the amount of damage caused by the insects cannot be detected within the wall voids or other hidden areas without defacing the property and cannot be addressed in this inspection report. With the detection of active and/or previous activity of a wood destroying insect, it should be assumed that some degree of damage is present.

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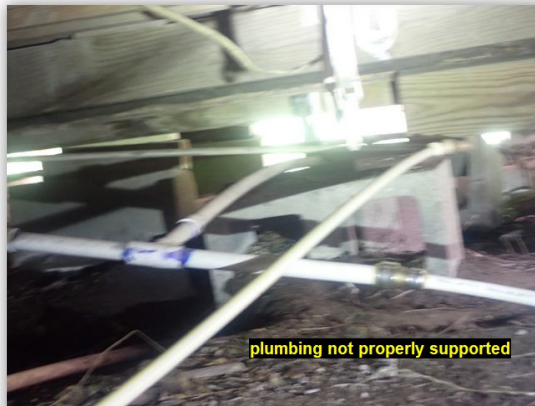
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**Notice:** This inspection is one of first impression and the inspector was not provided with any historical information pertaining to the structural integrity of the inspected real property. This is a limited cursory and visual survey of the accessible general conditions and circumstances present at the time of this inspection. Opinions are based on general observations made without the use of specialized tools or procedures. Therefore, the opinions expressed are one of apparent conditions and not of absolute fact and are only good for the date and time of this inspection.

The inspection of the foundation may show it to be providing adequate support for the structure or having movement typical to this region, at the time of the inspection. This does not guarantee the future life or failure of the foundation. ***The Inspector is not a structural engineer. This inspection is not an engineering report or evaluation and should not be considered one, either expressed or implied.*** If any cause of concern is noted on this report, or if you want further evaluation, you should consider an evaluation by an engineer of your choice.

**B. Grading and Drainage**

Comments:

**Grading & Drainage**

- Marginal site drainage was observed on the north, east, west and south sides of the structure. Proper drainage is needed to help prevent water from standing and/or ponding next to the foundation beam. Corrective measures may be needed if the water stands within 10-feet of the foundation perimeter beam for more than 24-hours.

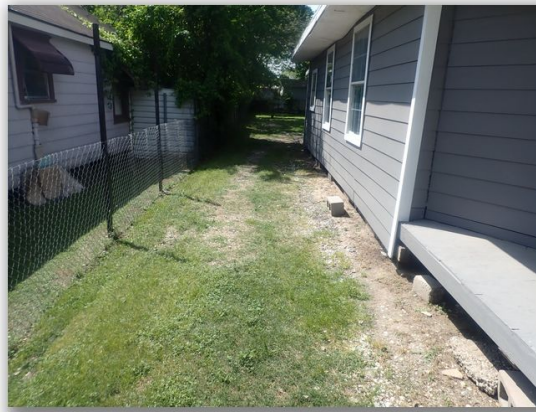
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**Gutter & Downspout System**

**Note:** There are no gutters installed at the time of inspection.

**C. Roof Covering Materials**

*Type(s) of Roof Covering:* Composition

*Viewed From:* Walked on roof

*Comments:*

**Roof Covering**

You are strongly encouraged to have a properly certified roofing contractor to physically inspect the roof, prior to the expiration of any time limitations such as option or warranty periods, to fully evaluate the condition of the roofing material. The observation made to support the rendering of this opinion are listed but not limited to the following:

- The roofing material appears to be reaching the end of its serviceable life expectancy.
- Visible evidence of moisture intrusion (leaks) through the roofing material and/or flashing details were observed over unit B, Unit C, exterior soffits. The cause and remedy should be further evaluated and corrected as necessary.
- One or more of the shingles were observed to be lifting on the north, east, west and south sides of the roof structure.
- Damaged shingles were observed on the north, east, west and south sides of the roof structure.

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- Missing shingles were observed on the west side of the roof structure.
- One or more of the ridge cap shingles were observed to be damaged.
- One or more shingles were not installed properly.
- Exposed fasteners were observed at the shingles in one or more locations.
- Shingle fasteners (staples and/or nails) were observed to be pushing through the roofing material.
- The fasteners at the satellite dish mount should be sealed to help prevent water leakage at this point.
- The composition roofing material has experienced granular loss in various locations throughout the roof.
- The inspector identified soft decking in one or more locations of the roof structure. It is recommended to add additional support in this area.

**Note:** Prior repairs to the roofing material and/or flashing were observed in one or more location

**Note:** Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



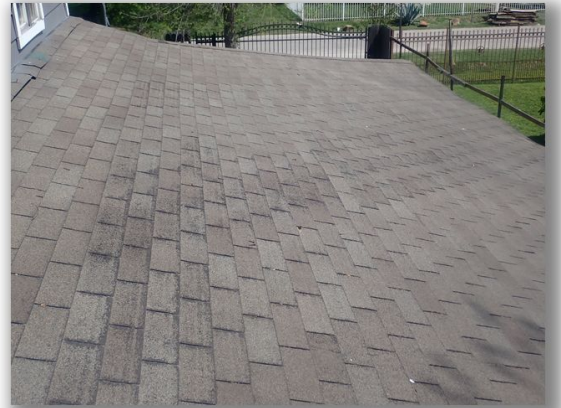
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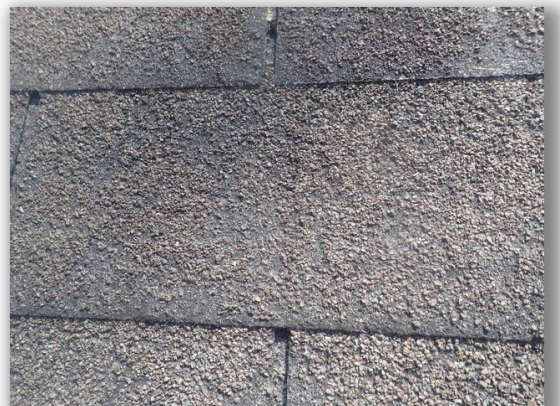
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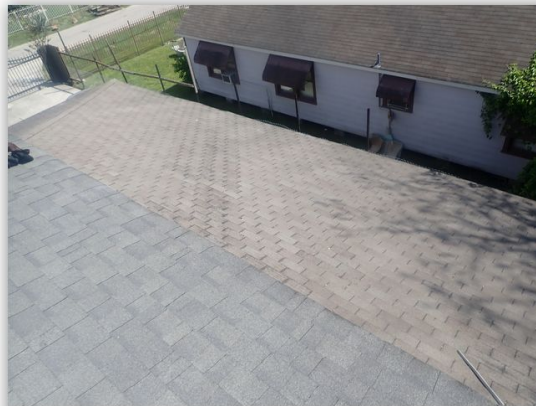
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### Flashing Details

The flashing details should be checked, reset or repaired as necessary. The observations made to support the rendering of this opinion are listed but may not be limited to:

- Drip edge flashing details were observed to be missing on the north side of the roof structure. This condition could allow water penetration at this point.
- The flashing is damaged on the west side of the roof structure. This condition could allow water intrusion at this location.
- The flashing is not properly installed on the south side, east side, west side of the roof structure. This

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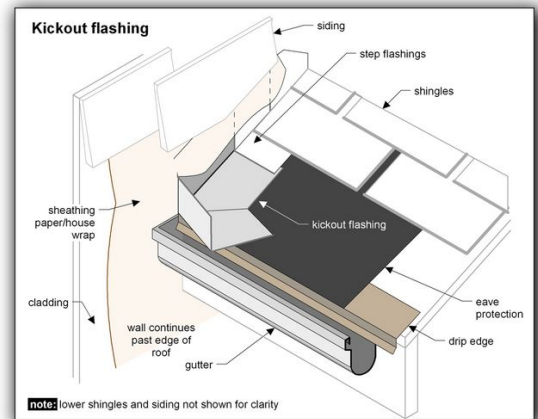
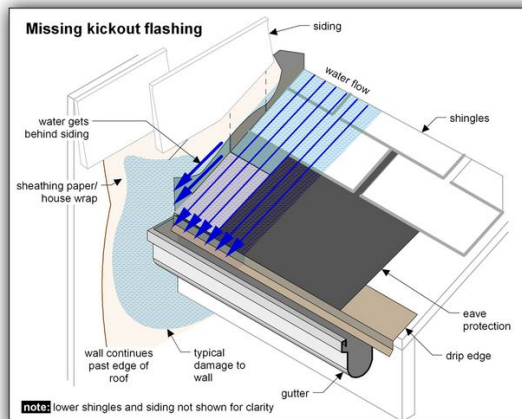
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condition could allow water intrusion at this location.

- The flashing is lifting and/or pulling loose on the south side, east side, west side of the roof structure. This condition could allow water intrusion at this location.
- One or more of the flashing detail flanges are not properly set into the roofing material. This condition could allow water intrusion at this location.
- It is recommended to paint the flashing details to prevent rust and/or UV damage.
- There was no kickout flashing details observed at the lower bottom edge of the roof line interface and the sidewall that continues past the edge of the roof. The lack of this kickout flashing could allow water to penetrate at these points.
- It is recommended to seal one or more of the plumbing vent stack rubber boots to prevent water intrusion at this location.

**Note:** Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



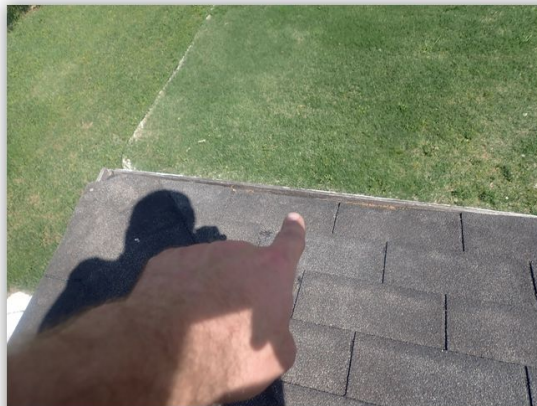
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**Notice:** Life expectancy of the roofing material is not covered by this property inspection report. If any concerns exist about the roof covering life expectancy or potential for future problems, a roofing specialist should be consulted. The Inspector cannot offer an opinion or warranty as to whether the roof has leaked in the past, leaks now, or may be subject to future leaks, either expressed or implied.

The inspection of this roof may show it to be functioning as intended or in need of minor repairs. This inspection does not determine the insurability of the roof. You are strongly encouraged to have your Insurance Company physically inspect the roof, prior to the expiration of any time limitations such as

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option or warranty periods, to fully evaluate the insurability of the roof.

**D. Roof Structures and Attics**

*Viewed From:* From Interior of Attic

*Approximate Average Depth of Insulation:* 4" to 6"

(**Note:** Generally recommended depth of attic floor insulation is approximately 10+ inches to achieve a R30 rating.)

*Insulation Type:* Loose Filled, Batt or Blanket, Blown Fiberglass, Fiberglass Batt

*Description of Roof Structure:* Rafter Assembly

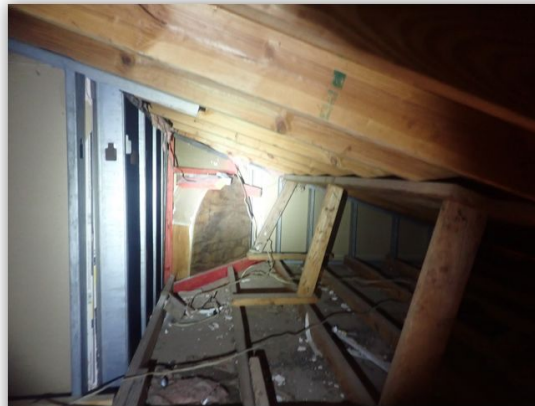
*Attic Accessibility:* Partial

*Comments:*

**Roof Structure**

- One or more of the roof structure rafters were observed to be pulling away from the top ridge board.
- It is recommended to seal all openings between the soffit and roof covering to prevent pest/rodent intrusion at this point.
- The soffit material has some deterioration and/or damage on the north, east, west and south sides of the roof structure.
- The soffit material is sagging and/or pulling loose on the north, east, west and south sides of the roof structure.
- The fascia/frieze board material has some deterioration and/or damage on the south side of the roof structure.
- Wood rot was observed in the attic area.

**Note:** Visible evidence of rodent activity was observed in the attic area. It is recommended to have a Certified Pest Control Operator further evaluate this condition and make corrections as necessary.



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**Attic Ventilation**

- The roof structure attic space ventilation appears to be marginal at the time of this inspection. It is recommended to increase the amount of lower and upper ventilation to help prevent heat buildup in the attic space area.

**Attic Insulation**

- The attic insulation is lower than typical and it is recommended to add additional insulation to achieve at least a R-30 rating.



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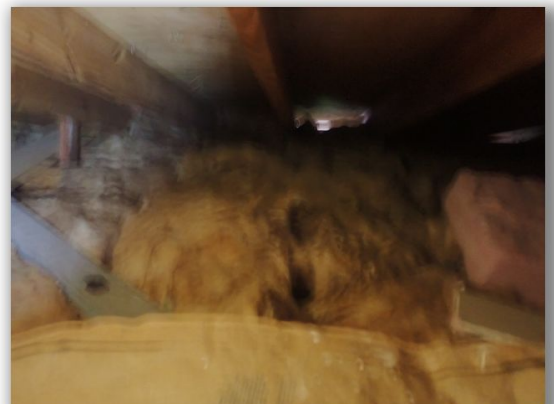
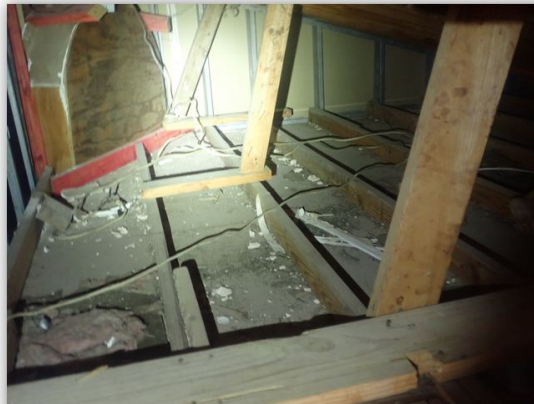
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- The attic floor insulation was observed to be missing over unit C
- The attic floor insulation should be redistributed in one or more locations.
- The batt insulation is improperly installed. When installing paper faced batt insulation, the paper should always face in towards the home.



**Attic Ladder/Hatch Opening**

- Some of the attic ladder nuts and bolts were observed to be loose and/or missing. Improvements to the attic ladder are recommended for reasons of safety.

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**Note:** There was no weather-stripping observed around the attic ladder/hatch opening. This is an "As Built" condition that does not meet current energy standards. It is recommended to weather-strip the ladder/hatch opening.

**Note:** The attic ladder/hatch door is not insulated at this time. This is an "As Built" condition that does not meet current energy standards. It is recommended to insulate the ladder/hatch door.



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

*Comments:*

*Description of Exterior Cladding:* Wood Type Veneer

**Interior Walls & Surfaces**

- The wall texture has some deterioration and/or damage in several locations throughout the house.
- Wall surface damage was observed in several locations throughout the house.
- Water stains/damage were observed on the baseboards in the unit B rear corner bedroom.

**Note:** There is evidence of painting and patching to the interior finish and prior interior finish repairs. This condition could limit the Inspectors visual observations and ability to render accurate opinions as to the performance of the structure.

**Notice:** Due to the property being built prior to 1978, it is possible the interior walls contain lead based paint, which is known to cause health problems. Testing for lead based paint is beyond the scope of a general home inspection. If any concerns exist as to whether lead based paint is present in the home, it is recommended to obtain any documentation from the seller/homeowner or have a lead based paint test performed.

**Note:** There is a noticeable odor inside the home at the time of inspection.

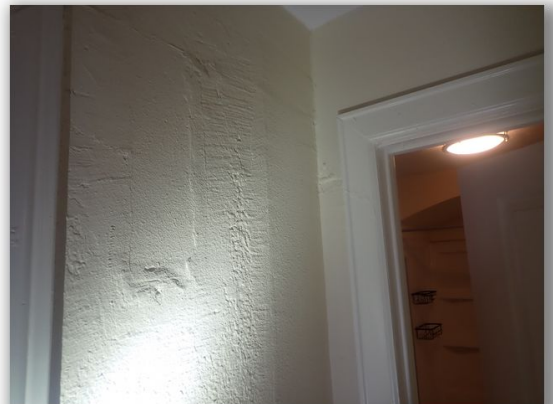
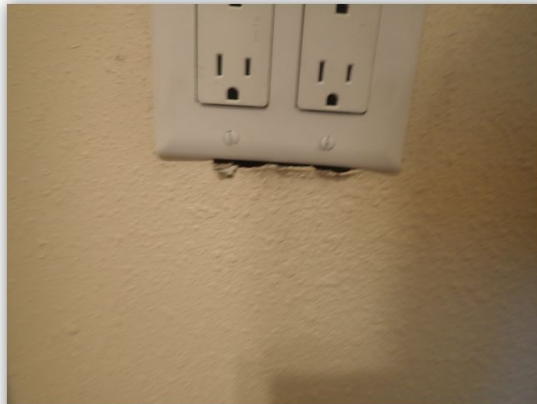
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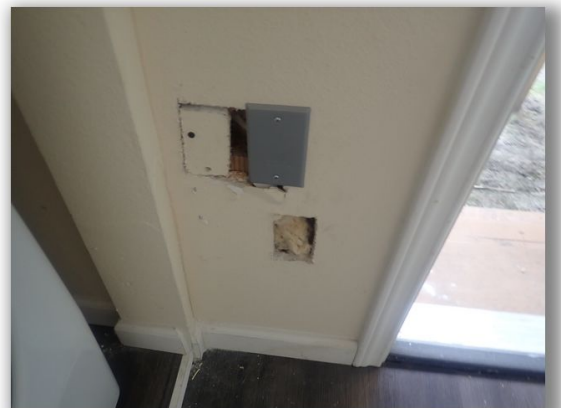
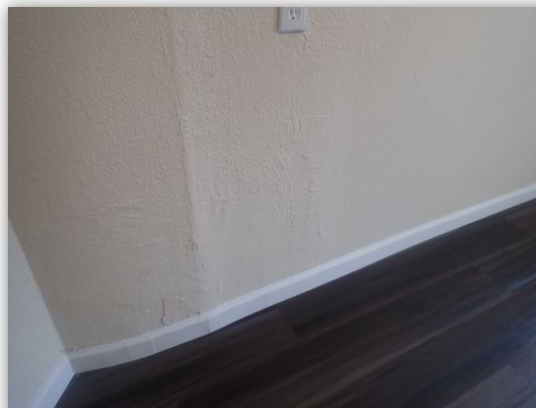
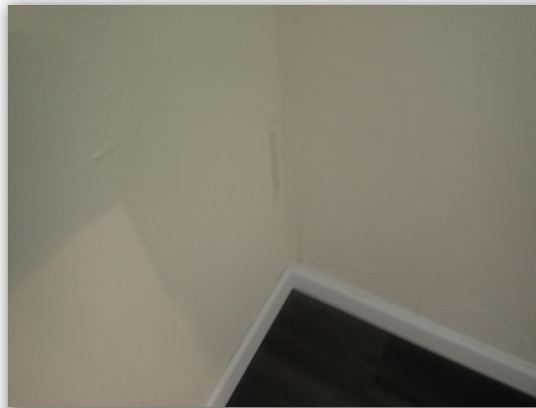
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**Cabinets & Cabinet Surfaces**

- Cabinet surface damage was observed in the unit A kitchen
- The cabinet drawers are not operating properly in the unit A kitchen.
- The cabinet doors are not operating properly in the unit A kitchen.
- The shelves were damaged in the Unit B Pantry

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#### Exterior Walls & Surfaces

- Caulking improvements are recommended for the area between the exterior veneer and the window frames. It is recommended to use an elastomeric sealant.
- The area between the exterior cladding / veneer and all of the wall penetrations / openings should be properly sealed. Areas such as utility connections, downspouts, hose bibbs, lighting fixtures, receptacles, vent termination covers, etc. It is recommended to use an elastomeric sealant.
- All joints between two different types of siding should be properly sealed. It is recommended to use elastomeric sealant.
- It is recommended to add a fresh coat of exterior paint where needed to the exterior veneer.
- The exterior veneer / cladding has some deterioration and/or damage on the north side, south side, west side of the structure.
- The sidewall veneer / cladding is in contact with the roofing material. Under current building standards, there should be at least 2-inch of clearance between the roofing material and the sidewall veneer / cladding.
- There is no visible through wall flashing (head flashing) above the windows. Under current building installation standards, there should be through wall flashing continuously above all windows penetrations to help prevent water intrusion at these locations.
- The fiber cement siding is required to have Z-flashing and L-flashing at the siding transitions. It is recommended for the flashing to be installed to prevent water intrusion.
- The fiber cement trim is not properly installed on the north, east, west and south sides of the structure.
- The fiber cement siding is not properly fastened at the time of the inspection. Under current installation standards, all fiber cement fasteners should be flush with the siding.

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NI=Not Inspected

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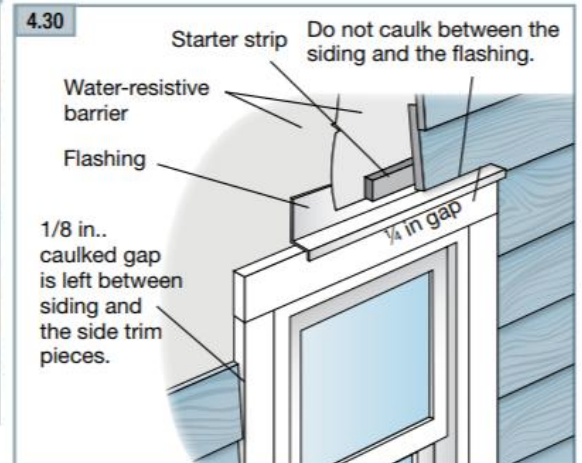
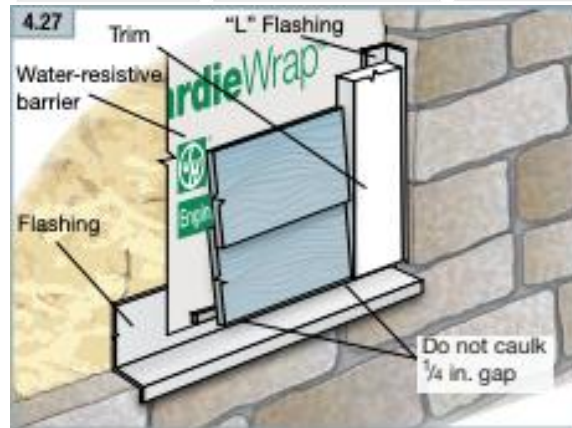
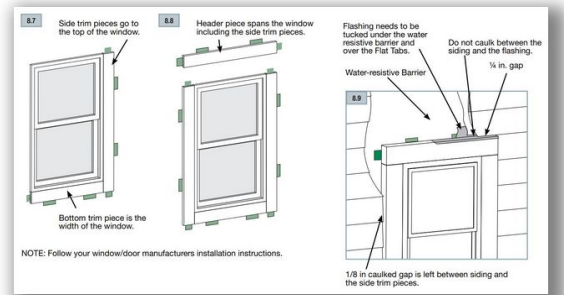
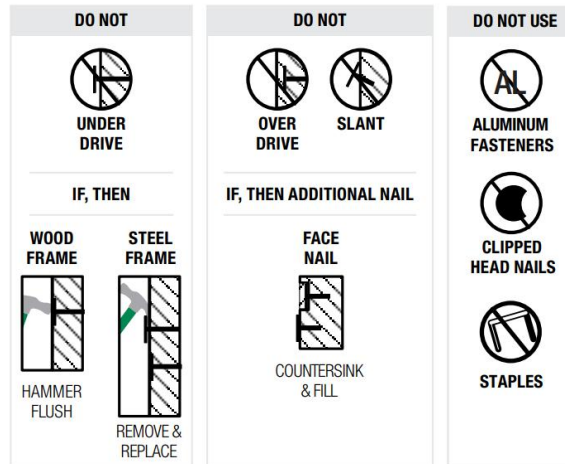
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- The exterior siding was missing/not installed properly on the south and east exterior walls.

**Notice:** There is a Masonite/wood based siding in place at the time of this inspection. This is an older siding system that is prone to failure and moisture intrusion into the property. Full evaluation of all of the siding components and the siding integrity is recommended. It is recommended to budget for replacement of all the older siding to prevent further damage to the structure.

**Additional Notice from the Inspector:** There is more than one layer of exterior siding in place at the time of the inspection. This type of installation could limit the inspectors visual observations and ability to render accurate opinions of the performance behind the cladding. It is recommended to have this condition further evaluated by a licensed contractor and corrected if necessary.



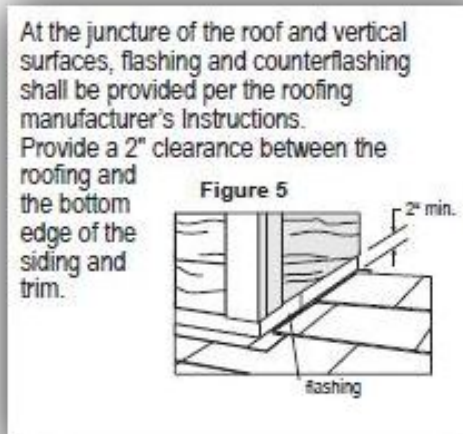
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**F. Ceilings and Floors**

*Comments:*

**Ceilings**

- The ceiling texture has some deterioration and/or damage in several locations throughout the house.
- Ceiling joint cracks were observed in several locations throughout the house.
- The ceiling was observed to be damaged in the unit A rear corner bedroom.
- Water stains were observed on the ceiling finish in the unit B living room closet, unit B rear corner bedroom, unit C kitchen. The cause and remedy should be further evaluated and corrected as necessary.
- Elevated moisture levels were detected in the ceiling finished surfaces in the unit B rear corner bedroom, unit C kitchen. The cause and remedy should be further evaluated and corrected as necessary. **Additional Note:** Due to the elevated moisture, other adverse conditions such as mold-like substance growth, wood rot/deterioration and wood destroying insects are possible.
- There was an unknown mold like substance observed in the laundry room. Evaluation of this substance is beyond the scope of this inspection. If any concerns exist on the type and/or nature of this substance, we recommend further evaluation by a professional in the Air Quality sampling field.

**Note:** There is evidence of painting and patching to the interior finish and prior interior finish repairs. This condition could limit the Inspectors visual observations and ability to render accurate opinions as to the performance of the structure.

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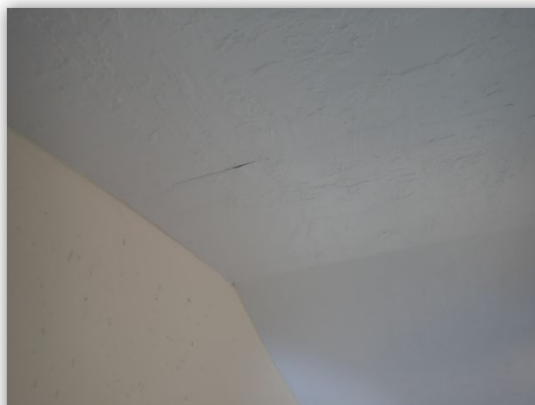
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**Note:** Nail heads were observed to be pushing through the interior finish in one or more locations.



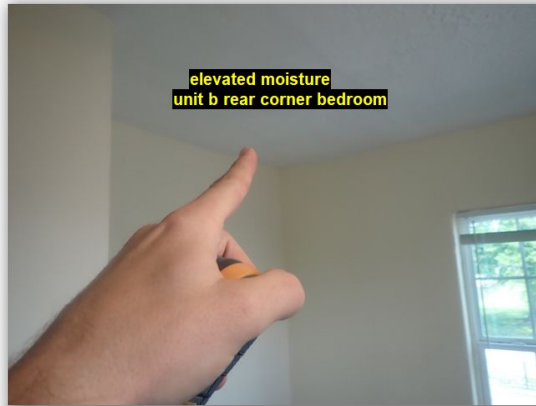
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**Floors**

- The floors were observed to be out-of-level in some areas of the house.
- The floor covering is worn and/or damaged in one or more locations of the home.



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

*Comments:*

**Interior Doors**

- Surface damage was observed to the door in several locations throughout the house.
- The door frame is damaged to several locations throughout the house.
- The door hardware does not function properly to the unit A rear middle bedroom, unit B rear corner bedroom.
- Hardware was missing to the unit A rear middle bedroom door.
- The door does not stay in position to several locations throughout the house.
- The unit A bathroom door was water damaged.
- The closet door is off track in the unit B rear corner bedroom closet.
- The door has poor clearance to the bathroom sink in unit B.

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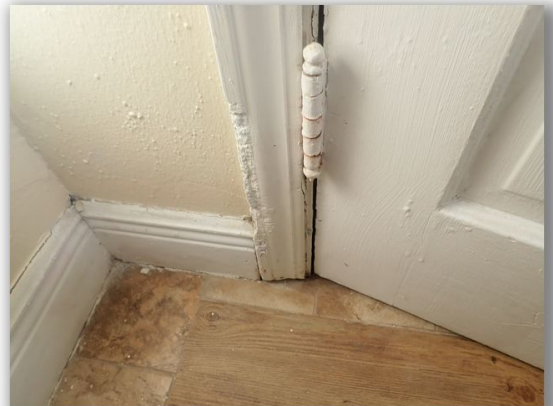
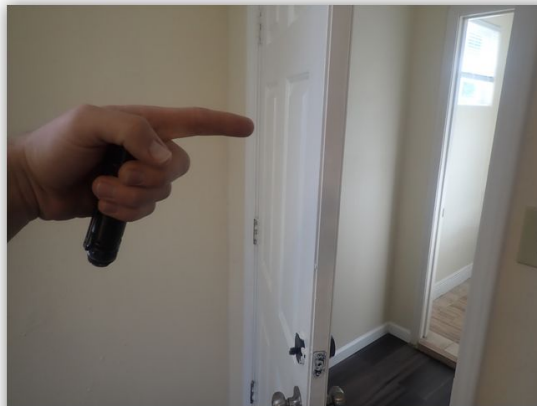
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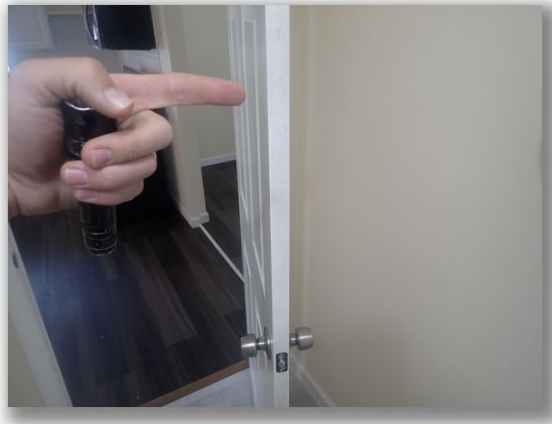
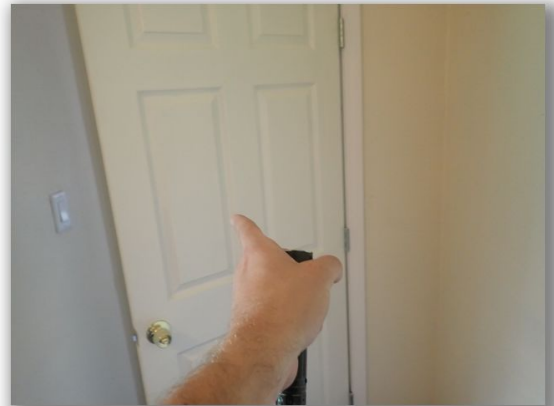
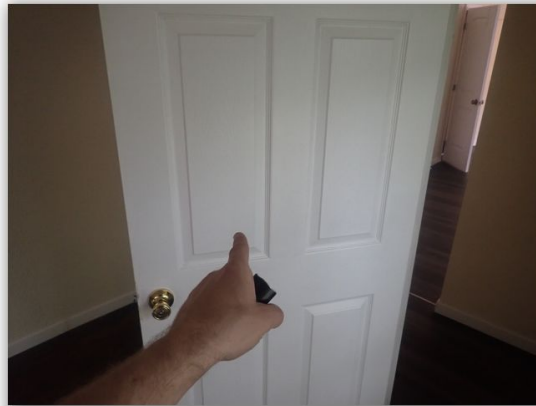
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**Exterior Doors**

- Surface damage was observed to the door in the unit A front entry door.
- The door frame is damaged to the unit A front entry door, unit B front entry door.
- Weather-stripping improvements are recommended for the unit A front entry exterior door(s).
- The front entry door rubs the floor in unit A.
- Visible evidence of previous water intrusion was observed at and/or around the exterior unit C front entry door(s). The cause and remedy should be investigated and corrected as necessary.



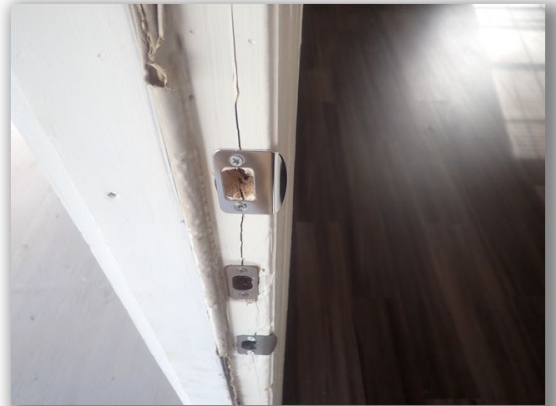
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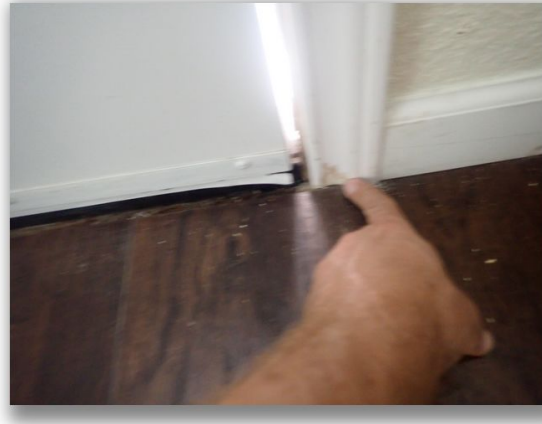
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**H. Windows**

*Comments:*

**Window Screens**

- One or more of the window screens were observed to be missing.

**Windows**

- Window lock(s) were observed to be damaged and/or missing in the unit A living room, unit B rear corner bedroom.
- The window weather-stripping is damaged and/or missing at one or more of the windows and improvements are recommended.
- The window guide is damaged and the window will not stay in the open position in the unit A living room.
- One or more of the thermal pane windows were observed to have lost their seals. This has resulted in condensation or a fog like film to develop between the panes of glass. The thermal pane windows no longer function as designed when they lose their seal and replacement may be necessary. The windows that have noticeably lost their seals are listed but may not be limited to the following:  
unit A living room.

**(Total 1 )**

**Special Notice:** Signs of lost seals in the thermal pane windows may appear and disappear as temperature and humidity changes. Some windows with lost seals may not be evident at the time of this inspection. Windows are checked in a non-exhaustive manner for obvious fogging. When lost thermal pane window seals were noted, we recommend all windows be rechecked by a window specialist for further evaluation prior to the expiration of any time limitations such as option or warranty periods.

**Note:** I was unable to visually inspect or operate of some of the windows due to height, window treatments, personal effects, large, heavy or fragile storage and/or furniture.

**Additional Notice from the Inspector:** When replacing older windows, it may be necessary/required to install impact resistant windows. Due to the increased cost of impact resistant windows, it is recommended to contact your homeowner insurance provider to obtain information about windstorm insurance requirements prior to the expiration of any option/warranty periods.

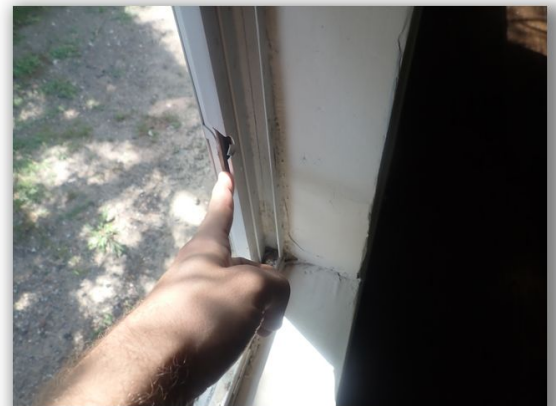
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**I. Stairways (Interior and Exterior)**

*Comments:*

- There is no Z flashing present at the ledger board and wall joint.
- There are no metal brackets holding the support beams to the floor joists.
- There are no metal joist hangers present.
- There are not enough lag bolts present in the ledger board.

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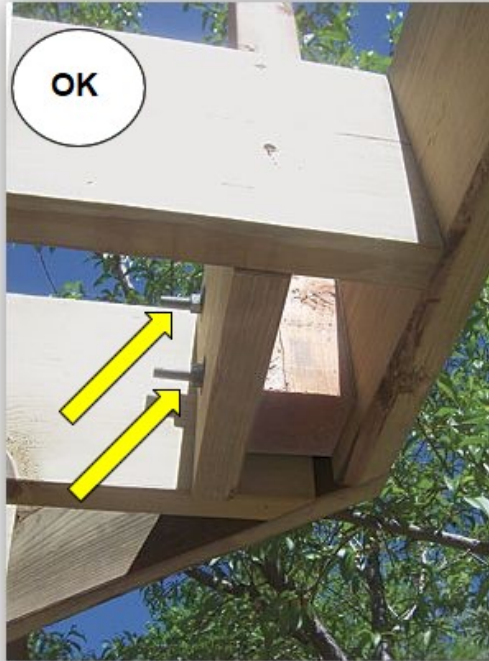
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- It is not recommended to use nails or screws to fasten railing posts to deck framing, use bolts.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

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**J. Fireplaces and Chimneys**

*Comments:*

**Note:** There is no fireplace present on the structure at the time of inspection.

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

*Comments:*

**Porches / Patio**

- There is no handrail in place for the steps with four or more risers. For improved safety, it is recommended that a handrail be installed.
- Some of the deck boards were observed to be warped and/or damaged.
- The deck material has some deterioration and/or damage. Repairs may be necessary to improve the deck quality.
- One or more of the porch support posts have deterioration and/or damage at the base of the post.



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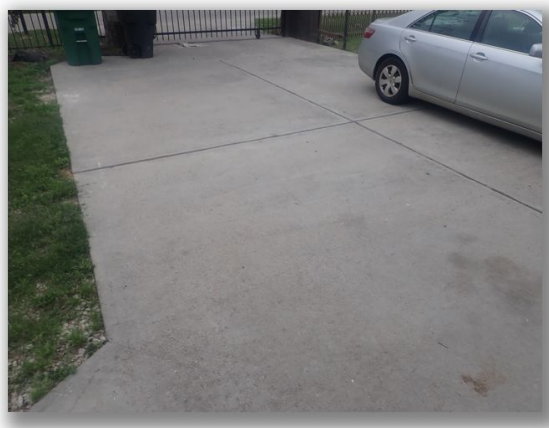
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**Driveway**

- Minor cracks and/or deficiencies were observed in the driveway.



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## II. ELECTRICAL SYSTEMS

### A. Service Entrance and Panels

Comments:

#### Panel Box

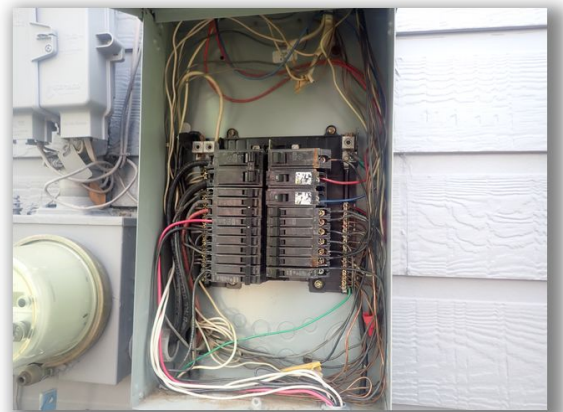
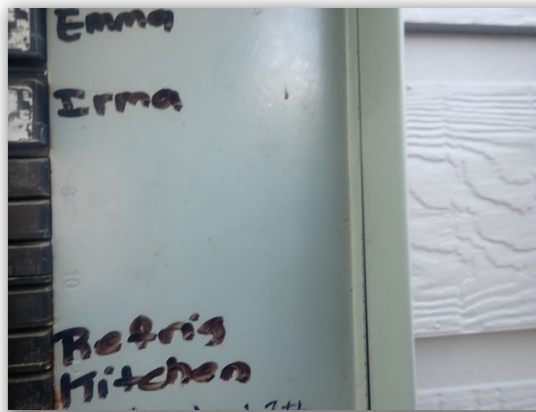
Box Rating and/or Main Disconnect Rating: 125 amps

Box Location: West Exterior Wall

Cabinet Manufacturer: General Electric - GE

Branch Circuit Wire Type: Copper

- The breakers (overcurrent devices) in the electrical panel are not properly labeled.
- There is no surge protection device installed at the panel box. Under the current National Electrical Code, all electrical systems should have surge protection. This is an "as built" condition. It is recommended to add a surge protection device to the panel box.
- There is no ground fault circuit interrupter type breaker for the dryer outlet installed at the panel box. This does not meet current building standards.
- All openings (missing knockouts) in the electrical cabinet cover plate (dead front) and /or cabinet should have fillers.
- Some of the electrical cabinet interior components were observed to have some rust and/or corrosion on them. This condition should be further evaluated and corrected as necessary.



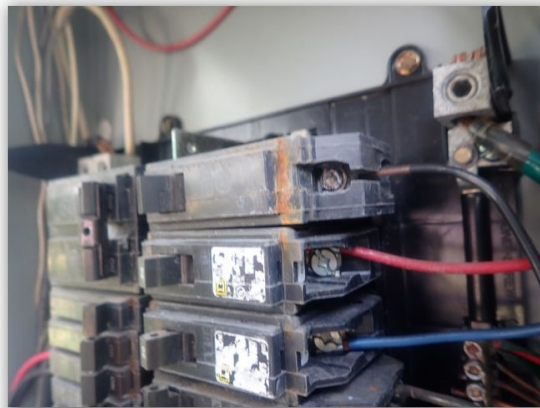
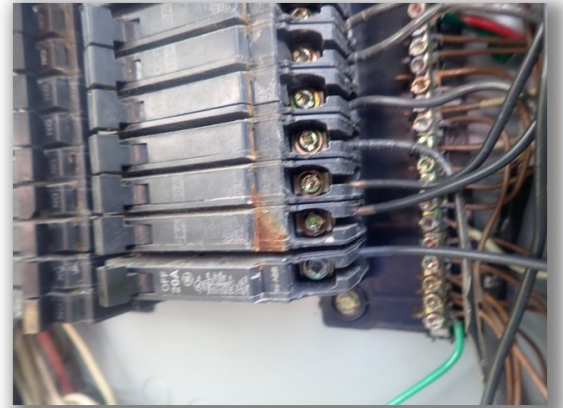
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**Arc-Fault Circuit Interrupter Protection (AFCI)**

- None of the required dwelling unit devices, receptacle and lighting outlets (switches, receptacles and fixtures) are connected to an arc-fault circuit-interrupter (AFCI) circuit device. AFCI devices were first required under the 1999 National Electrical Code and under the 2014 NEC, all living space, kitchen and laundry room devices, receptacle and lighting outlets (switches, receptacles and fixtures) should be connected to an arc-fault circuit interrupter (AFCI) device.

**Distribution Wiring**

- Open electrical junction box(es) were observed in the south exterior wall. All open junction box(es) should be properly enclosed for reasons of safety.
- Spliced electrical wires were observed in the attic area. Spliced wires should be properly enclosed in junction box(es) for reasons of safety.
- Electrical wires were observed to be lying on the ground in the crawl space area. The wires laying on the ground in the crawl space should be raised and properly secured to a floor joist or beam.
- Open end wires were observed in the crawl space. Open end wires should be properly enclosed in a junction box for reasons of safety.



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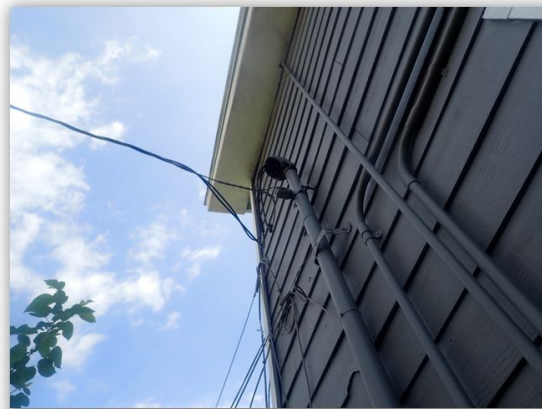
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**Service Entrance**

All components were found to be performing and in satisfactory condition on the day of the inspection.



**Grounding / Bonding**

- I was unable to locate the electrical bond connection for the gas piping back to the grounding electrode system. All bond connections should be accessible for inspection, repair or replacement. This condition should be further investigated and corrected if necessary.

I=Inspected

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D=Deficient

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

Type of Wiring: Copper

Comments:

**Receptacle Outlets**

- Not all receptacles installed are tamper resistant receptacles at the time of inspection. Under current building standards, all receptacles that are less than five and a half feet above the floor should be tamper resistant. This is an "as built" condition, but per TREC standards of practice, we are required to report this condition as deficient. Tamper Resistant outlets are required per the 2008 National Electric Code. You may consider corrective measures for improved safety.
- Not all of the receptacles in the wet/damp areas have ground fault circuit interrupter (GFCI) protection. Under current electrical standards all of the exterior/accessory building receptacles, all crawl space receptacles, all kitchen counter top receptacles, all bathroom receptacles, all attic receptacles, all laundry room receptacles, all garage receptacles, dishwasher receptacle, receptacle in cabinet under kitchen sink, any receptacle within 6-feet of the sink, all wet bar area receptacles and pool equipment should have GFCI protection.
- All exterior receptacles should have weather tight covers. The receptacle weather cover plate is damaged and/or missing on the north exterior wall, west exterior wall.
- One or more of the receptacles were observed to have an open ground connection in the unit A living room, unit A kitchen.
- One or more of the receptacles were observed to have an open neutral connection in the Unit A bathroom.
- One or more of the receptacles have reversed polarity (i.e. it is wired backwards). This receptacle(s) and the circuit should be investigated and improved as necessary. The receptacle(s) in question are located in the Unit B bathroom.
- One or more of the receptacle cover plates are damaged in several locations throughout the house.

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**Arc-Fault Circuit Interrupter Protection (AFCI)**

- None of the required dwelling unit devices, receptacle and lighting outlets (switches, receptacles and fixtures) are connected to an arc-fault circuit-interrupter (AFCI) circuit device. AFCI devices were first required under the 1999 National Electrical Code and under the 2014 NEC, all living space, kitchen and laundry room devices, receptacle and lighting outlets (switches, receptacles and fixtures) should be connected to an arc-fault circuit interrupter (AFCI) device.

**Switches**

All components were found to be performing and in satisfactory condition on the day of the inspection.

**Note:** One or more switches were located in in typical locations.

**Fixtures**

- One or more of the light fixture globes and/or covers are missing in the unit A rear corner bedroom, unit B pantry.
- One or more of the light fixtures are loose at the mount in the unit b pantry.
- One or more of the light fixtures are inoperative in the front yard, unit B front porch, unit A front porch. This may be due to a bad bulb or some other unknown condition. This condition should be further evaluated and corrected as necessary.
- The exterior light fixture was damaged to the unit B front porch.

**Note:** One or more fans were installed with poor clearance to the floor.

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**Smoke Alarms**

All components were found to be performing and in satisfactory condition on the day of the inspection.

**Note:** It is recommended to replace the batteries in all of the smoke detectors once a year for reasons of safety.

**Carbon Monoxide Alarms**

All components were found to be performing and in satisfactory condition on the day of the inspection.



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III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

A. Heating Equipment

Type of Systems:

Energy Sources:

Comments:

Note: There were no heating units on the property. It is recommended to install an approved heating device.

B. Cooling Equipment

Type of Systems:

Comments:

Note: There was no cooling equipment on the property. It is recommended to install an approved cooling unit.

**Notice:** Temperature differential readings (Delta-T) are an accepted industry standard of practice for testing the proper operation of the cooling system. Our company policy normal acceptable range is considered approximately **between 15 to 20 degrees °F** total difference (Delta-T) measured between the return air and supply air within close proximity of the related coils of the system being evaluated. Conditions such as but not limited to; excessive humidity, high or low outdoor temperatures or restricted airflow may indicate abnormal operation even through the equipment is functioning basically as designed and occasionally may indicate normal operation in spite of an equipment malfunction. ***The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.***

C. Duct Systems, Chases, and Vents

Comments:

Note: There was no duct work present in the property.



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#### IV. PLUMBING SYSTEMS

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

*Location of water meter:* Within 5-feet of Front Curb

*Location of main water supply valve:* Within 3-feet of north exterior wall.

*Static water pressure reading:* 40 to 50 psi

*Type of supply piping material:* CPVC, PEX, Copper, PVC

*Comments:*

##### Water Supply System

The buyer should have the plumbing system checked by a Qualified Licensed Plumber. The observations made to support the rendering of this opinion are listed but not limited to the following:

- A major leak was observed in the crawl space. The location of the leak could not be observed due to the clutter in the crawl space. Pooling water was observed in and around the crawl space. There was little to no water pressure at the plumbing fixtures on the property. Repairs are needed.
- Multiple supply pipes were observed to be leaking in the crawl space area.
- One or more supply pipes were not properly supported in the crawl space. Remediation is recommended.
- One or more supply pipes in the crawl space were installed between piers and beams/joists. Remediation is needed.
- All exposed water supply lines in the crawl space area should be properly insulated to prevent freeze damage.
- All exposed water supply lines on the exterior of the structure should be properly insulated to prevent freeze damage.

**Note:** Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.

**Note:** Previous repairs to the water supply system components were observed. The inspector is unable to identify/verify the extent of the repairs. The homeowner should be consulted on the previous water supply system repairs performed and possible warranty information that may apply.



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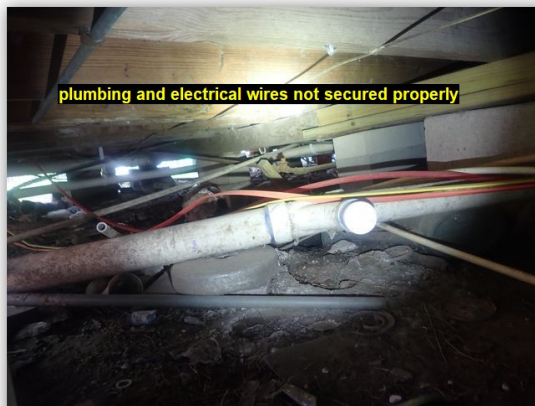
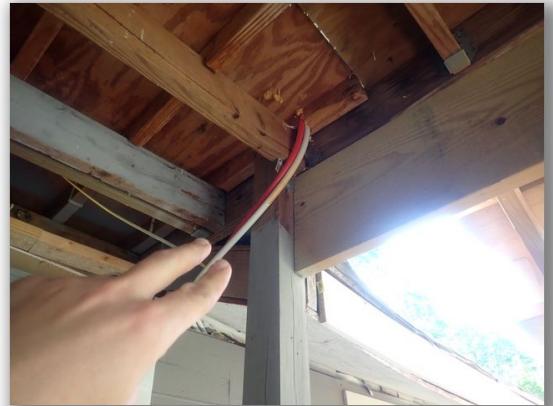
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**Exterior Faucets/Fixtures**

- One or more of the exterior water hose bibs (faucet) do not have a back-flow or anti-siphon device (Vacuum Breakers) in place.

**Laundry Connections**

All components were found to be performing and in satisfactory condition on the day of the inspection.



**Unit A Kitchen Sink**

- The faucet has little to no water pressure. The cause and remedy should be further evaluated. Repairs are needed.
- The sprayer head is not working properly.
- There is a S-trap (drain trap) in place under the sink. This type of drain trap does not meet current plumbing standards.
- The shelf in the cabinet under the sink is damaged.
- The drain line is made of corrugated material. It is recommended to use smooth wall/PVC type material to prevent blockage/poor drainage.

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**Unit A Bathroom**

*Lavatory / Sink*

- The faucet has little to no water pressure. The cause and remedy should be further evaluated. Repairs are needed.
- The faucet hot/cold water orientation is reversed.
- The drain leaks water into the cabinet.

*Bathtub*

- Cracked, deteriorated and/or missing grout and/or caulking should be repaired or replaced as necessary.
- The faucet has little to no water pressure. The cause and remedy should be further evaluated. Repairs are needed.

*Commode / Toilet*

- The commode tank is loose at the bowl connection.

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**Unit B Kitchen Sink**

- The faucet has little to no water pressure. The cause and remedy should be further evaluated. Repairs are needed.



**Unit B Bathroom**

*Lavatory / Sink*

- The faucet has little to no water pressure. The cause and remedy should be further evaluated. Repairs are needed.

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are needed.

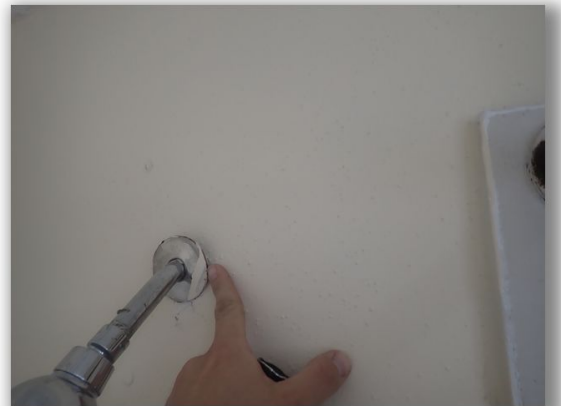
- The cabinet was not secure to the wall properly.

*Bathtub*

- The faucet has little to no water pressure. The cause and remedy should be further evaluated. Repairs are needed.
- Cracked, deteriorated and/or missing grout and/or caulking should be repaired or replaced as necessary.
- The tub spout is not properly sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.
- The faucet assembly is not properly sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.
- The bathtub/shower surface was damaged. Repairs are recommended.

*Commode / Toilet*

- The commode is inoperative. The cause and remedy should be further evaluated and corrected as necessary.
- The commode tank is loose at the bowl connection.





I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

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**Unit C Kitchen Sink**

- The faucet has little to no water pressure. The cause and remedy should be further evaluated. Repairs are needed.



**Unit C Bathroom.**

*Lavatory / Sink*

- The faucet has little to no water pressure. The cause and remedy should be further evaluated. Repairs are needed.
- The drain line is made of corrugated material. It is recommended to use smooth wall/PVC type material to prevent blockage/poor drainage.

*Shower*

- The faucet has little to no water pressure. The cause and remedy should be further evaluated. Repairs are needed.
- The faucet assembly is not properly sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.

*Commode / Toilet*

- The commode is inoperative. The cause and remedy should be further evaluated and corrected as necessary.
- The commode tank is loose at the bowl connection.

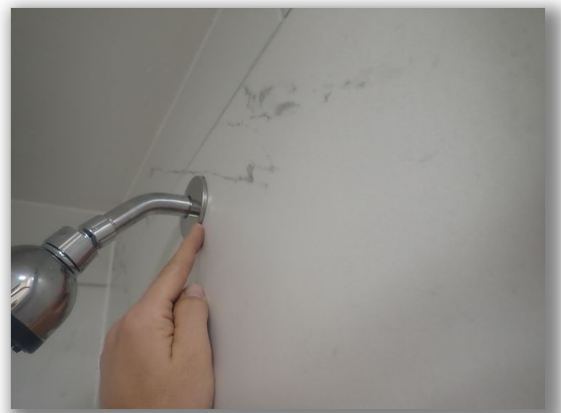
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**Notice:** The Inspector has attempted to discover and report conditions requiring further evaluation or repair. However; determining the condition of any component that is not visible and/or accessible, such as plumbing components that are buried, beneath the foundation, located within construction voids or otherwise concealed, and reporting any deficiency that does not appear or become evident during our limited cursory and visual survey is outside the scope of this inspection. ***The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to***

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I NI NP D

future performance of any item, system or component.

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

Type of drain piping material: PVC

Comments:

The drain/waste system and associated components should be checked and serviced by a Qualified / Licensed Plumber. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- One or more of the vent stacks was observed to be terminating into the attic space in unit C. All vent stacks should terminate to the exterior of the structure and not into the attic space.
- One of the drain pipes in the crawl space is separated. Further evaluation and repairs are needed.
- The waste pipes in the crawl space should be better supported.

**Note:** Due to the age of the home, cast iron pipes may be present under the foundation or other inaccessible areas of the home. It is recommended to obtain any possible information or verify with a licensed plumber on the material and condition of the drain system.

**Note:** Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



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**Notice:** Reporting the condition of drains, wastes and vent piping that is not completely visible and/or accessible or; reporting any defect or deficiency that requires extended use of the system to develop or does not become evident during our limited cursory and visual survey is outside the scope of the inspection. This is a limited cursory and visual survey of the accessible general conditions and circumstances present at the time of this inspection. Opinions are based on general observations made without the use of specialized tools or procedures. Therefore, the opinions expressed are one of apparent conditions and not of absolute fact and are only good for the date and time of this inspection. ***The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.***

**C. Water Heating Equipment**

*Energy Sources:*

*Capacity:*

*Comments:*

**Water Heater** – *Energy Source: Gas*

*Location: Exterior Storage Closet*

*Approximate Capacity: 50 Gallons*

*Approximate Age: 2023*

*Brand Name: Rheem*

- The fittings at the top of the water heater are made of dissimilar metals (galvanized steel connected to copper and/or brass). It is recommended to replace the galvanized steel fittings with brass or copper fittings or install a dielectric union between the two dissimilar metals to prevent electrolysis from occurring.
- Some corrosion was observed at the water supply connections at the top of the water heater.
- The water heater compartment has inadequate combustion air ventilation. There should be a minimum of 100 square inches of combustion air ventilation provided within 12-inches of the top and bottom of the closet.
- The water heater gas supply line is not equipped with a sediment trap just before the gas appliance connector. This condition does not meet current installation requirements and should be corrected.
- The water heater flue (vent pipe) has inadequate clearance from combustible materials. Double walled vent pipes should have at least 1-inch of clearance and single walled vent pipes should have at least 6-inches of clearance from combustible material.
- The flue storm collar should be properly sealed to help prevent water intrusion into the structure.



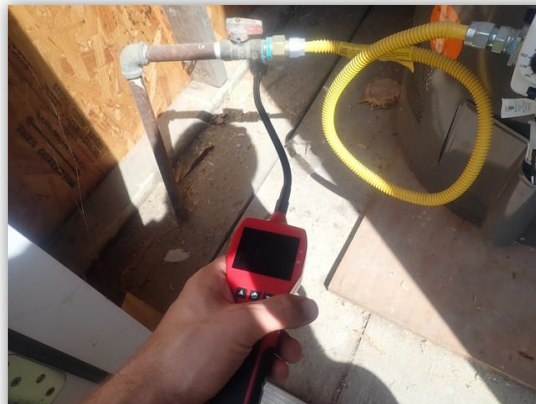
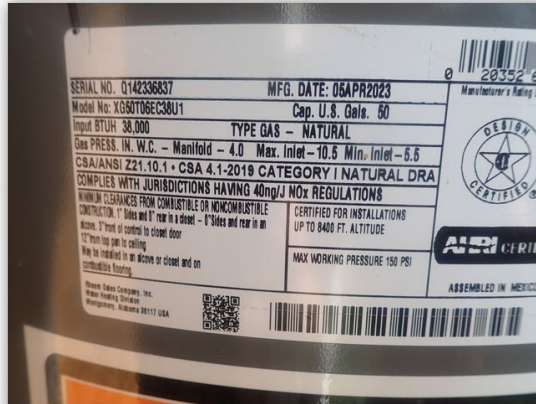
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**D. Hydro-Massage Therapy Equipment**

*Comments:*

**Note:** There is no hydro-massage therapy equipment present at the time of inspection.

**E. Gas Distribution Systems and Gas Appliances**

*Location of gas meter:* In the Front Yard

I=Inspected

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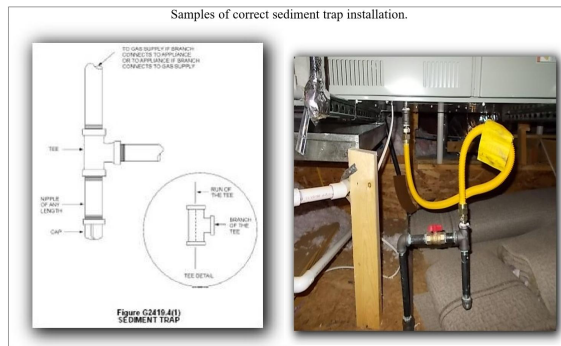
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Type of gas distribution piping material: Black Steel Pipe, Flexible Appliance Connector, Corrugated Stainless Steel Tubing (CSST)

Comments:

- The Water Heater gas supply line is not equipped with a sediment trap just before the gas appliance connector. This condition does not meet current installation requirements and should be corrected.
- I was unable to locate the electrical bond connection for the gas piping back to the grounding electrode system. All bond connections should be accessible for inspection, repair or replacement. This condition should be further investigated and corrected if necessary.
- Corrugated Stainless Steel Tubing (CSST) was observed to be in use at the time of this inspection. This product is known to have various installation and grounding / bonding problems or deficiencies. Full evaluation of this product is beyond the scope of this inspection. You are strongly encouraged to have a licensed plumber evaluate the installation and a licensed electrician investigate for proper bonding and grounding of this component of the gas distribution system. **Such follow-up should take place prior to the expiration of any time limitations such as option or warranty periods.** Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs.



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**Notice:** The Inspector will use a combustible gas leak detector on accessible gas lines, joints, unions and connectors and report visible deficiencies found at the time and date of the inspection. The inspector inspects the gas lines from the point they enter the structure and will complete the inspection without digging, damaging property, permanent construction or building finish. When performing the inspection, the inspector will keep in consideration the age of the system and normal wear and tear from ordinary use when rendering opinions.

The inspector is not required to and will not inspect sacrificial anode bonding or for its existence. The Inspector is not licensed to and will not perform a pressure test on the gas line system. The Inspector cannot detect gas leaks below the finished grade (underground), construction voids, between the walls or behind fireplace hearths. Propane tanks will not be inspected. If any further concerns exist about possible gas line failure and/or deficiencies or code compliance, we recommend the buyer have the gas system further evaluated by the local controlling gas supplier and/or a qualified licensed master plumber prior to the expiration of any time limitations such as option or warranty periods.



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### V. APPLIANCES

#### A. Dishwashers

*Comments:*

**Note:** This appliance was not present/not installed at the time of inspection.

#### B. Food Waste Disposers

*Comments:*

**Note:** This appliance was not present/not installed at the time of inspection.

#### C. Range Hood and Exhaust Systems

*Comments:*

##### Unit A

All components were found to be performing and in satisfactory condition on the day of the inspection.

**Note:** The range hood in place is ductless. The range hood does not terminate outside and is dependent on the charcoal filter installed. It is recommended to regularly clean your filter system to prevent damage to the structure.



##### Unit B

- The vent hood is blowing air through the top of the unit and not the front vents.

**Note:** The range hood in place is ductless. The range hood does not terminate outside and is dependent on the charcoal filter installed. It is recommended to regularly clean your filter system to prevent damage to the structure.

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**Unit C**

- The vent hood is blowing air through the top of the unit and not the front vents.

**Note:** The range hood in place is ductless. The range hood does not terminate outside and is dependent on the charcoal filter installed. It is recommended to regularly clean your filter system to prevent damage to the structure.



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

*Comments:*

**Unit A**

**Range Brand Name:** General Electric – GE

- The gas shutoff valve is in a poor location and is hard to reach.



**Unit B Range**

**Brand Name:** Amana

- The gas shutoff valve is in a poor location and is hard to reach.
- The oven thermostat is not accurate. The oven thermostat was set at 350 and the temperature at the time of inspection was outside of the 25 degree range considered for an accurate temperature.

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**Unit C Range**

**Brand Name:** Whirlpool

- The gas shutoff valve is in a poor location and is hard to reach.



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**E. Microwave Ovens**

*Comments:*

**Unit A Microwave**

**Note:** This appliance was not present/not installed at the time of inspection.

**Unit B Microwave**

**Brand Name:** Whirlpool

All components were found to be performing and in satisfactory condition on the day of the inspection.



**Unit C Microwave**

**Brand Name:** Whirlpool

- Damage was observed to the exterior of the microwave.

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

*Comments:*

- One or more of the bathroom/laundry room areas are not equipped with a mechanical exhaust vent. This is an "as-built" condition that does not meet current manufacturers or mechanical installation standards.
- The mechanical exhaust vent fan was dirty in the unit B bathroom.
- The mechanical exhaust vent fan is inoperative in the unit B bathroom.
- One or more of the mechanical exhaust vent systems was observed to be terminating to the soffit / eave area. This is an "as-built" condition that does not meet current manufacturers or mechanical installation standards.

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**G. Garage Door Operators**

*Comments:*

**Note:** This appliance was not present/not installed at the time of inspection.

**H. Dryer Exhaust Systems**

*Comments:*

- The dryer exhaust termination cap / cover is not listed for use with dryer exhaust systems.
- The vent pipe does not reach the exterior termination vent.



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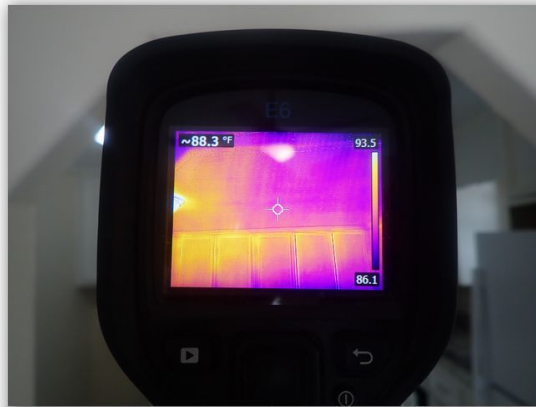
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### VI. OPTIONAL SYSTEMS

#### A. Thermal Imaging / Infrared

Comments:

- Elevated moisture was observed in the Unit B rear corner bedroom, unit C kitchen.. The cause should be further evaluated and corrected as necessary. **Additional Note:** Due to the elevated moisture, other adverse conditions such as mold-like substance growth, wood rot/deterioration and wood destroying insects are possible.
- Missing insulation was observed at the ceiling in unit C





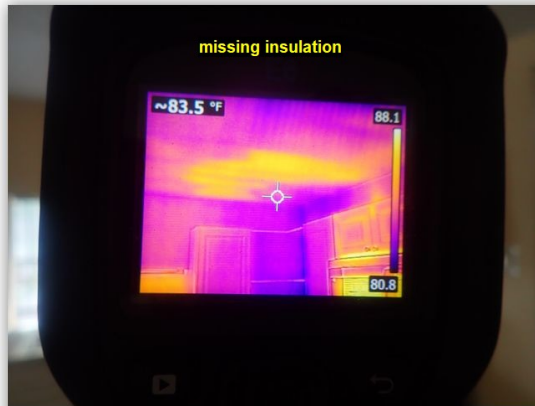
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**B. Fences**

*Comments:*

- The metal driveway fence does not latch properly.
- The overall condition of the fence material, railing and posts are in poor condition and repair or replacement is recommended.
- One or more of the fence boards are pulling loose.
- One or more of the fence boards are damaged / deteriorated and repairs are recommended.
- One or more of the posts are damaged and the fence panels are leaning.

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**INSPECTION AGREEMENT**  
**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING**

This Inspection Agreement (herein after known as the Agreement) is entered into on this day, 04/02/2024, between Andrew Martinez (herein known as the Client) and A-Action (herein known as the Inspector) for the purpose of performing a general property condition inspection concerning 726 McDaniel Street (herein known as the property).

**I. SCOPE OF SERVICES**

- A. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the Client with information regarding the general condition of the Property at the time of inspection.
- B. In exchange for the inspection fee (\$991.00) paid by the Client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission. Inspector will attempt to identify major defects and problems with the Property. However, Client acknowledges that the Inspection Report may not identify all defects or problems.
- C. The inspection is limited to those items which are easily accessible, seen, viewed or capable of being approached, entered and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. The Inspector will not climb over obstacles, move furnishings or large, heavy, or fragile objects, remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. The inspector will not turn on decommissioned equipment, systems, utility services. Systems, components and conditions which are not specifically addressed in the Inspection Report are excluded.
- D. The Inspection Report may indicate one of the following opinions of the Inspector regarding a particular item:
  - 1. The item is performing its intended function, achieving an operation, function or configuration relative to accepted industry standard practices with consideration of age and normal wear and tear from ordinary use at the time of the inspection;
  - 2. The item is in need of replacement, maintenance or repair; or
  - 3. Further evaluation by an expert is recommended.

**II. INSPECTION REPORT**

- A. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions concerning the need for repair or replacement of certain observable items. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the Property. **By signing this Agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.**
- B. **Unless specifically stated, the report WILL NOT INCLUDE and should not be read to indicate OPINIONS AS TO;**
  - 1. the presence, absence, or risk of environmental conditions such as asbestos, lead-based paint, **MOLD**, mildew, corrosive or contaminated drywall "Chinese Drywall" or any other environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, poison, presence of toxic or hazardous waste or substances;
  - 2. presence or absence of pests, termites, or other wood-destroying insects or organisms;
  - 3. **COMPLIANCE WITH compliance with any ordinances, statutes or restrictions, CODE, listing, testing or protocol authority, utility sources, property association guidelines or requirements, manufacturer or regulatory requirements;**
  - 4. insurability, efficiency warrantability, suitability, adequacy, compatibility, capacity, durability, quality reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, age, energy efficiency; or
  - 5. anticipate future life or future events or changes in performance of any item inspected.
- C. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully investigated for any material facts that may influence or effect the desirability and/or market value of the Property.
- D. As noted above, the Inspection Report may state that further evaluation of certain items is needed by an expert in the field of the item inspected. By signing this Agreement, Client acknowledges that qualified experts may be needed to further evaluate such items as structural systems, foundations, grading, drainage, roofing, plumbing, electrical systems, HVAC, appliances, sprinkler systems pool system and components, fire/smoke detection systems, septic systems and other observable items as noted in the report. Any such follow-up should take place prior to the expiration of any time limitations such as option or warranty periods.

### III. DISCLAIMER OF WARRANTIES

The inspector makes no guarantee or warranty, express or implied, as to any of the following:

1. That all defects have been found or that the Inspector will pay for repair of undisclosed defects;
2. That any of the items inspected are designed or constructed in a good and workmanlike manner;
3. That any of the items inspected will continue to perform in the future as they are performing at time of the inspection; and
4. That any of the items inspected are merchantable or fit for any particular purpose.

### IV. LIMITATION OF LIABILITY

**BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTOR IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING HOME INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY, THE INSPECTOR WOULD BE FORCED TO CHARGE CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S SERVICES. CLIENT ACKNOWLEDGES BEING GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF HIS OR HER OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE PAID BY THE CLIENT. \$991.00**

### V. DISPUTE RESOLUTION

In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify the Inspector within ten (10) days of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to reinspect the property. Client agrees to allow reinspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct the reinspection himself or can employ others (at Inspector's expense) to reinspect the property, or both. In the event a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute or controversy shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.

### VI. ATTORNEY'S FEES

The Inspector and the Client agree that in the event any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in that dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.

### VII. EXCLUSIVITY

The Inspection Report is to be prepared exclusively for the Client and is not transferable to anyone in any form. Client gives permission for the Inspector to discuss report findings with real estate agents, specialists, or repair persons for the sake of clarification. A copy of the Inspection Report may be released to the buyers Real Estate Agent.

**BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THAT THE INSPECTOR DID NOT COERCE, PRESSURE OR RUSH ME TO EXECUTE THIS CONTRACT WITHOUT OPPORTUNITY TO FULLY REVIEW THE CONTRACT AND IF NECESSARY HAVE THE CONTRACT REVIEWED BY AN ATTORNEY; THAT INSPECTOR AGREED TO RESCHEDULE THE INSPECTION IN THE EVENT I REQUIRED ADDITIONAL TIME TO REVIEW THE CONTRACT; THAT I UNDERSTAND THE TERMS AND CONDITIONS AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF CLIENT IS MARRIED, CLIENT REPRESENTS THAT THIS OBLIGATION IS A FAMILY OBLIGATION INCURRED IN THE INTEREST OF THE FAMILY.**

Client Signature: \_\_\_\_\_

Date: 04/02/2024

Inspector: Mark McKinney

## TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

Rule §7.176 Requires this department prescribed form to be used for real estate transactions in Texas regarding the visible presence or absence of wood destroying insects and conditions conducive to infestations of wood destroying insects.

726 McDaniel Street

Inspected Address

Houston

City

77022

Zip Code

### SCOPE OF INSPECTION

- A. This inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection report unless specifically noted in Section 5 of this report.
- B. This inspection is limited to those parts of the structure(s) that are visible and accessible at the time of the inspection. Examples of inaccessible areas include but are not limited to (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). **Inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.**
- C. Due to the characteristics and behavior of various wood destroying insects, it may not always be possible to determine the presence of infestation without defacing or removing parts of the structure being inspected. Previous damage to trim, wall surface, etc., is frequently repaired prior to the inspection with putty, spackling, tape or other decorative devices. Damage that has been concealed or repaired may not be visible except by defacing the surface appearance. **The WDI inspecting company cannot guarantee or determine that work performed by a previous pest control company, as indicated by visual evidence of previous treatment, has rendered the pest(s) inactive.**
- D. If visible evidence of active or previous infestation of listed wood destroying insects is reported, it should be assumed that some degree of damage is present.
- E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
- F. **THIS IS NOT A STRUCTURAL DAMAGE REPORT OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.**
- G. If termite treatment (including pesticides, baits or other methods) has been recommended, the treating company must provide a diagram of the structure(s) inspected and proposed for treatment, label of pesticides to be used and complete details of warranty (if any). At a minimum, the warranty must specify which areas of the structure(s) are covered by warranty, renewal options and approval by a certified applicator in the termite category. Information regarding treatment and any warranties should be provided by the party contracting for such services to any prospective buyers of the property. The inspecting company has no duty to provide such information to any person other than the contracting party.
- H. There are a variety of termite control options offered by pest control companies. These options will vary in cost, efficacy, areas treated, warranties, treatment techniques and renewal options.
- I. There are some specific guidelines as to when it is appropriate for corrective treatment to be recommended. Corrective treatment may only be recommended if (1) there is visible evidence of an active infestation in or on the structure, (2) there is visible evidence of a previous infestation with no evidence of a prior treatment.
- J. If treatment is recommended based solely on the presence of conducive conditions, a preventive treatment or correction of conducive conditions may be recommended. The buyer and seller should be aware that there may be a variety of different strategies to correct the conducive condition(s). These corrective measures can vary greatly in cost and effectiveness and may or may not require the services of a licensed pest control operator. There may be instances where the inspector will recommend correction of the conducive conditions by either mechanical alteration or cultural changes. Mechanical alteration may be in some instances the most economical method to correct conducive conditions. If this inspection report recommends any type of treatment and you have any questions about this, you may contact the inspector involved, another licensed pest control operator for a second opinion, and/or the Structural Pest Control Service of the Texas Department of Agriculture.

726 McDaniel Street Houston 77022  
Inspected Address City Zip Code

1A. SHARPEYE PEST CONTROL 1B. 0773025  
Name of Inspection Company SPCS Business License Number

1C. 10718 Russett Drive Houston Texas 77042 713-730-3151  
Address of Inspection Company City State Zip Telephone No.

1D. Mark McKinney 1E. Certified Applicator [ ] (check one)  
Name of Inspector (Please Print) Technician [x]

1F. Tuesday, April 2, 2024  
Inspection Date

2. Andrew Martinez Seller [ ] Agent [ ] Buyer [x] Management Co. [ ] Other [ ]  
Name of Person Purchasing Inspection

3. N/A  
Owner/Seller

4. REPORT FORWARDED TO: Title Company or Mortgagee [ ] Purchaser of Service [ ] Seller [ ] Agent [x] Buyer [x]  
(Under the Structural Pest Control regulations only the purchaser of the service is required to receive a copy)

The structure(s) listed below were inspected in accordance with the official inspection procedures adopted by the Texas Structural Pest Control Service. This report is made subject to the conditions listed under the Scope of Inspection. A diagram must be attached including all structures inspected.

5A. Main House Only, No Other Inspected Structures

List structure(s) inspected that may include residence, detached garages and other structures on the property. (Refer to Part A, Scope of Inspection)

5B. Type of Construction:  
Foundation: Slab [ ] Pier and Beam [x] Pier Type: Concrete, Cinder Block and Wood Basement [ ] Other: N/A  
Siding: Wood [x] Fiber Cement Board [ ] Brick [ ] Stone [ ] Stucco [ ] Other: N/A  
Roof: Composition [x] Wood Shingle [ ] Metal [ ] Tile [ ] Other: N/A

6A. This company has treated or is treating the structure for the following wood destroying insects: NO TREATMENT PERFORMED AT THIS TIME.

If treating for subterranean termites, the treatment was: Partial [ ] Spot [ ] Bait [ ] Other [ ]

If treating for drywood termites or related insets, the treatment was: Full [ ] Limited [ ]

6B. N/A N/A N/A  
Date of Treatment by Inspecting Company Common Name of Insect Name of Pesticide, Bait or Other Method

This company has a contract or warranty in effect for control of the following wood destroying insects:

Yes [ ] No [x] List Insects: SHARPEYE PEST CONTROL CARRIES NO WARRANTY ON THIS PROPERTY.  
If "Yes", copy(ies) of warranty and treatment diagram must be attached.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in the purchase of sale of this property. I do further state that neither I nor the company for which I am acting is associate in any way with any party to this real estate transaction.

Signatures:  
7A. Mark McKinney #0865083  
Inspector (Technician or Certified Applicator Name and License Number)

Others Present:  
7B. N/A  
Apprentices, Technicians, or Certified Applicators (Names) and Registration/License Number(s)

Notice of Inspection Was Posted At or Near:  
8A. Electric Breaker Box [ ] 8B. Date Posted: 04/02/2024  
Water Heater Closet [ ]  
Beneath the Kitchen Sink [x]

9A. Were any areas of the property obstructed or inaccessible? Yes [x] No [ ]  
(Refer to Part B & C, Scope of Inspection) If "Yes" specify in 9B.

9B. The obstructed or inaccessible areas include but are not limited to the following:  
Attic [ ] Insulated area of attic [x] Plumbing Areas [x] Planter box abutting structure [ ]  
Deck [ ] Sub Floors [ ] Slab Joints [x] Crawl Space [x]  
Soil Grade Too High [ ] Heavy Foliage [ ] Eaves [x] Weepholes [ ]  
Other [x] Specify: Attic Partially Accessible, Construction Voids, Behind Floor/Wall Coverings, Crawl Space Partially Accessible

10A. Conditions conducive to wood destroying insect infestation? Yes [x] No [ ]  
(Refer to Part J, Scope of Inspection) If "Yes" specify in 10B.

10B. Conducive Conditions include but are not limited to:  
Wood to Ground Contact (G) [ ] Formboards left in place (I) [ ] Excessive Moisture (J) [ ]  
Debris under or around structure (K) [ ] Footing too low or soil line too high (L) [ ] Wood Rot (M) [x] Heavy Foliage (N) [ ]  
Planter box abutting structure (O) [ ] Wood Pile in Contact with Structure (Q) [ ] Wooden Fence in Contact with the Structure (R) [ ]  
Insufficient ventilation (T) [ ] Other (C) [x] Specify: Wood in Concrete Expansion Joints, Plumbing Penetrations, Standing Water in Crawl Space

726 McDaniel Street

Houston

77022

Inspected Address

City

Zip Code

11. Inspection Reveals Visible Evidence in or on the structure:

- 11A. Subterranean Termites
- 11B. Drywood Termites
- 11C. Formosan Termites
- 11D. Carpenter Ants
- 11E. Other Wood Destroying Insects

Active Infestation

- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No

Previous Infestation

- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No

Previous Treatment

- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No

Specify: N/A

11F. Explanation of signs of previous treatment (including pesticides, baits, existing treatment stickers or other methods) identified:

N/A

11G. Visible evidence of: Active Sub-Termite Infestation, Previous Sub-Termite Infestation, Active Drywood Termite Infestation, Previous Drywood Termite Infestation has been observed in the following areas: crawl space area

If there is visible evidence of active or previous infestation, it must be noted. The type of insect(s) must be listed on the first blank and all identified infested areas of the property inspected must be noted in the second blank. (Refer to Part D, E & F, Scope of Inspection)

12A. Corrective treatment recommended for active infestation or evidence of previous infestation with no prior treatment as identified in Section 11. (Refer to Part G, H and I, Scope of Inspection) Yes  No

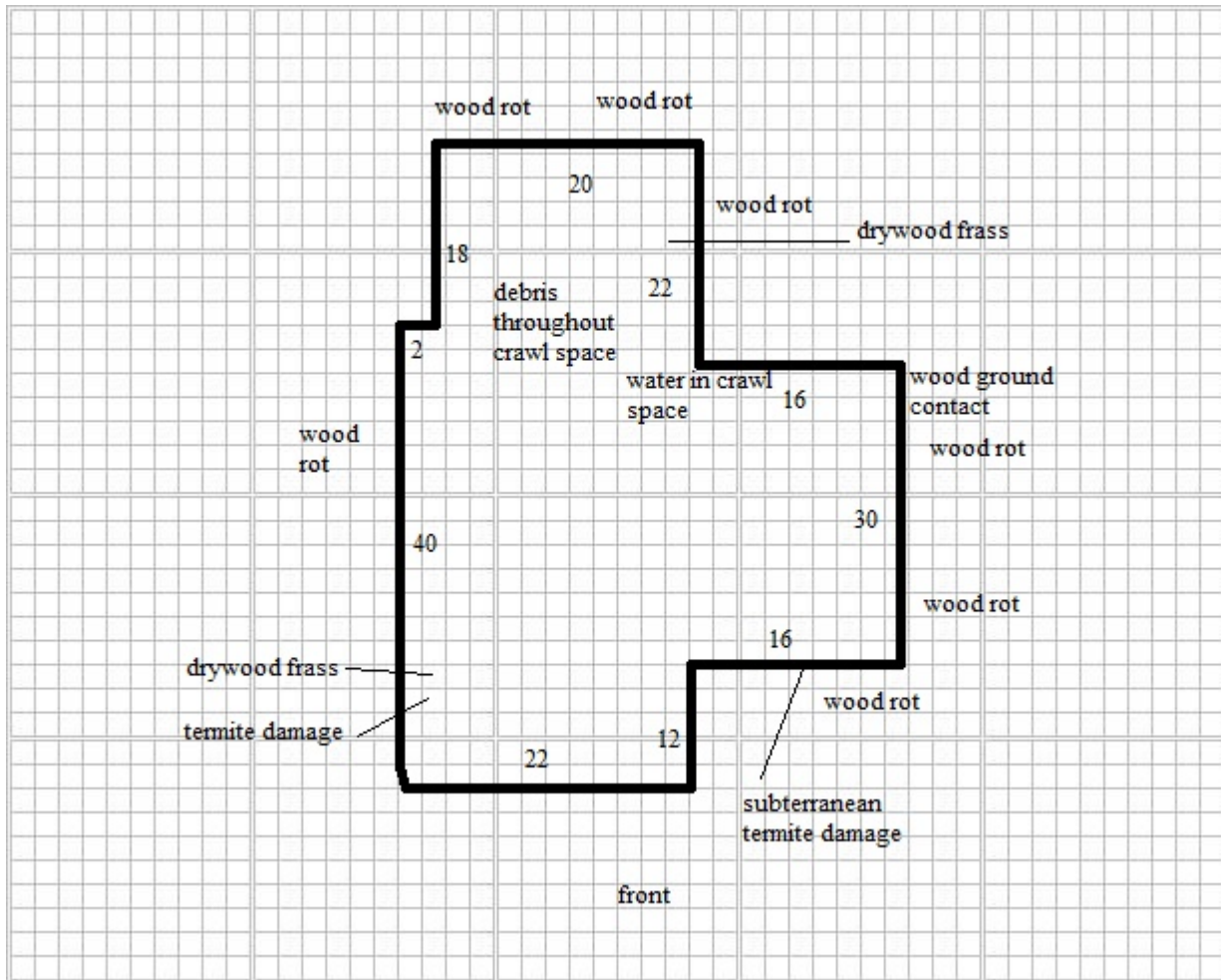
12B. A preventive treatment and/or correction of conducive conditions as identified in 10A & 10B is recommended as follows: Yes  No

Specify reason: The standing water in the crawl space should be corrected. All wood debris and/or trash should be removed from the crawl space. All wood rot and/or deterioration should be repaired. If active wood destroying insects are discovered during the correction process, treatment is recommended.

Refer to Scope of Inspection Part J

### Diagram of Structure(s) Inspected

The inspector must draw a diagram including approximate perimeter measurements and indicate active or previous infestation and type of insect by using the following codes: E-Evidence of infestation; A-Active; P-Previous; D-Drywood Termites; S-Subterranean Termites; F-Formosan Termites; C-Conducive Conditions; B-Wood Boring Beetles; H-Carpenter Ants; Other(s) - Specify \_\_\_\_\_



Additional Comments An ACTIVE Infestation of termites was discovered at the time of this inspection. See diagram for location(s). Treatment Recommended., There is visible evidence of a previous WDI infestation at the time of this



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inspection without signs of previous treatment or records of previous treatment. Treatment is recommended at this time. See diagram for location(s).

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**Statement of Purchaser**

I have received the original or a legible copy of this form. I have read and understand any recommendations made. I have also read and understand the "Scope of Inspection." I understand that my inspector may provide additional information as an addendum to this report.

If additional information is attached, list number of pages: Photo Page, Termite Inspection Agreement & Additional Statement Page, 4 pages

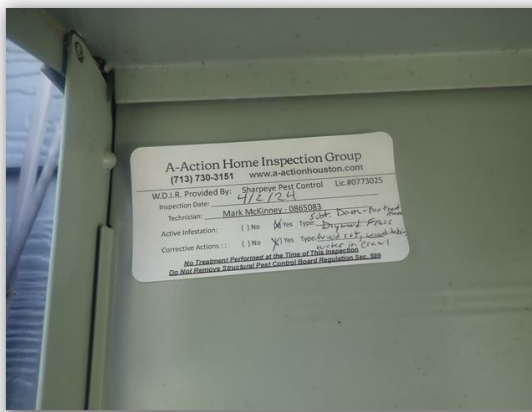
Signature of Purchaser of Property or their Designee  
\_\_\_\_\_

Date  
\_\_\_\_\_

Customer or Designee not Present      **Buyers Initials** \_\_\_\_\_

The digital pictures within this report are a representative sample of active/previous wood destroying insects, locations of active/previous infestations, inaccessible areas, conducive conditions, deficiencies or damages in place and should not be considered to show all. There will be active/previous wood destroying insects, locations of active/previous infestations, inaccessible areas, conducive conditions, deficiencies or damages not represented with digital imaging.





**Sharpeye Pest Control Additional Statements Included in the Scope of Inspection / Agreement that are not Promulgated by the Structural Pest Control Service**

- A. This inspection is only good for the date and time of the inspection. Sharpeye Pest Control, its Inspectors, employees and agents will not guarantee or warrant the absence of any wood destroying insect. Due to the characteristics and behavior of various wood destroying insects, the insects may not be visible or detectable on the date and time of the inspection. Even with the best inspection, termites can remain hidden and unnoticed for a long period of time. Swarming of wood destroying insects can occur in a short amount of time and may by the first signs of the presence of wood destroying insects that were not detectable at the time of the original inspection. If swarming occurs after the date and time of the original inspection and active wood destroying insects were not detectable at the time of the original inspection. Sharpeye Pest Control, its Inspectors, employees and agents cannot be liable for the non-detectable infestation and will not assume any liability for corrective actions needed and will not assume liability for non-detectable wood damage.
- B. Sharpeye Pest Control Standard Operational Inspection Procedures: The Inspector will perform a visual inspection of the visible and accessible foundation perimeter beam (slab-on-grade foundation), visual inspection of the visible and accessible exterior perimeter beam and accessible interior perimeter beam and piers (pier-&-beam foundation), probe visible and accessible exterior wood for active or signs of previous activity of a wood destroying insects, visual inspection of the structures accessible interior walls, ceiling, baseboards and cabinetry and visual inspection of the accessible areas of the attic.  
The inspector will not deface the structure, cut holes, remove panels, pull back carpet, lift floor treatments, cut holes in the floors, wall or ceilings, move boxes, furniture, personal items or effects. The inspector will then complete this WDIR using the SPCS required standards for completing this form. These standards can be provided to you upon request.
- C. Additional Information from Sharpeye Pest Control. **AREAS OF POTENTIAL NON-VISIBLE WOOD DESTROYING INSECT ACTIVITY AREAS ARE LISTED BUT NOT LIMITED TO THE FOLLOWING:** In the wall voids at the bathroom bathtraps and shower stalls/enclosures, plumbing penetrations within the construction wall voids, below high soil lines, behind heavy foliage, non-visible slab joints, non-visible slab cracks, under and/or behind decks and/or raised patios, behind cosmetic repairs of the foundation beam, within sill plates and between sub-floors and any other area that the Inspector marks as inaccessible in section 6B of this report. Sharpeye Pest Control and its Inspectors, employees and agents will not assume any liability for active infestation of a wood destroying insect that is not visible and/or accessible to the Inspector at the time of the original inspection.
- D. The Inspector will do his/her best to access and to inspect all accessible and visible areas and/or components of the structure. This inspection is only good for the date and time of this inspection and Sharpeye Pest Control, its Inspectors, employees and agents will not assume any liability for non-accessible areas and non-visible wood destroying insects. If for any reason you are unhappy with the performance of the Inspector, his/her findings or unwilling to accept the scope of this inspection. Sharpeye Pest Control will be more than happy to refund to you the cost of this inspection within ten business day's from the date of the original inspection. The refund is contingent on you surrendering all copies of this inspection report back to Sharpeye Pest Control and you releasing Sharpeye Pest Control, its employee and its agents from all future liabilities to the inspected property. This refund cannot be made if the report has already been used to close on a real estate transaction.

## WOOD-DESTROYING INSECT INSPECTION AGREEMENT

This is a Wood-Destroying Insect Inspection Agreement ("Agreement") between Sharpeye Pest Control ("INSPECTION COMPANY") and the undersigned client **Andrew Martinez** ("CLIENT"), collectively referred to herein as the "PARTIES." CLIENT agrees to employ the INSPECTION COMPANY to perform a wood-destroying insect inspection as set forth below.

1. **Property Address.** The address of the property to be inspected is: **726 McDaniel Street Houston, TX 77022** ("Property").
2. **Fee.** The fee for the inspection service has been included in the cost of the home inspection to be performed by A-Action Home Inspection Group, LLC. By signing this Agreement, Client acknowledges that A-Action Home Inspection Group, LLC and Sharpeye Pest Control are separate and distinct entities.
3. **Purpose.** The purpose of the inspection is to attempt to detect the presence of wood-destroying insects by performing a visual inspection of the Property without removing or defacing any part of the structure.
4. **Scope of Inspection.**
  - A. The inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection.
  - B. The inspection is limited to those parts of the structure that are visible and accessible at the time of the inspection. Examples of inaccessible areas include, but are not limited to, the following: (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). The inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.
  - C. Client understands and agrees that due to the characteristics and behavior of various wood destroying insects, the inspection may not detect the presence of infestation because the Inspection Company is unable to deface or remove parts of the structure being inspected. Client understands that often, previous damage to trim, wall surface, etc., is frequently concealed with putty, spackling, or other decorative material. Therefore, wood-destroying insects are often not discoverable until sheetrock or other coverings are removed.
  - D. If visible evidence of active or previous infestation of wood destroying insects is reported, it should be assumed that some degree of damage is present.
  - E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
  - F. **THE INSPECTION IS NOT A STRUCTURAL DAMAGE INSPECTION OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.**
5. **Report.** The CLIENT will be provided with a written report of the INSPECTION COMPANY's visual observations and opinions. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the Property. By signing this Agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.
6. **Exclusivity.** The report is intended for the sole, confidential and exclusive use and benefit of the CLIENT and the INSPECTION COMPANY has no obligation or duty to any other party. INSPECTION COMPANY accepts no responsibility for use by third parties. There are no third party beneficiaries to this Agreement. This Agreement is not transferable or assignable.
7. **LIMITATION OF LIABILITY.**

<b>IT IS UNDERSTOOD THE INSPECTION COMPANY IS NOT AN INSURER AND THAT THE INSPECTION AND REPORT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF ANY KIND. BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTION COMPANY IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING WOOD-DESTROYING-INSECT INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY, THE INSPECTION COMPANY WOULD BE FORCED TO CHARGE CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S SERVICES. CLIENT ACKNOWLEDGES BEING GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF HIS OR HER OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE (\$991.00) PAID BY THE CLIENT OR \$500.00, WHICHEVER IS GREATER. THE CLIENT AGREES TO HOLD THE INSPECTION COMPANY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, AND EXPENSES INCIDENT THERETO FOR INJURIES TO PERSONS AND FOR LOSS OF, DAMAGE TO, DESTRUCTION OF PROPERTY, COST OF REPAIRING OR REPLACING, OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS INSPECTION.</b>
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8. **Disclaimer of Warranties.** The Inspector makes no guarantee, warranty or promise, express or implied, that all signs of past or present termite infestation have been found or that the Inspector will pay for treatment or cost of repairs.
9. **Dispute Resolution.** In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify the Inspector within ten (10) days of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to re-inspect the property. Client agrees to allow re-inspection before any corrective action is taken. Client agrees not to disturb or

repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct the re-inspection himself or can employ others (at Inspector's expense) to re-inspect the property, or both. In the event a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute or controversy shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.

10. **Attorney's Fees.** The INSPECTION COMPANY and CLIENT agree that in the event any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in that dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.
11. **Entire Agreement.** This Agreement represents the entire agreement between the PARTIES. No statement or promise made by the INSPECTION COMPANY or its respective officers, agents or employees shall be binding.

**BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING CONTRACT; THAT I UNDERSTAND THE TERMS AND CONDITIONS AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF CLIENT IS MARRIED, CLIENT REPRESENTS THAT HE OR SHE HAS BEEN AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF HIS OR HER SPOUSE AND/OR OTHER FAMILY MEMBER(S).**

Client Signature: \_\_\_\_\_ Date: 04/02/2024

Inspector: Mark McKinney Date: 04/02/2024