

Real Estate Inspections
Infrared Thermography
Stucco Inspections
Diagnostic Inspections
Mold Inspections
Sewer Line Inspections



**Providing Peace of Mind,
One Home at A Time,
since 1989**

INSPECTION GROUP

FIG Services LLC d/b/a FOX INSPECTION GROUP

Property Inspection Report #10/21/2022 2306 Caroline Park Lane
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TREC Inspectors # 1718,10503, 20283, 20975, 20994, 21225, 21735, 22779, 22780, 22850, 22922, 24370

Mold Assessment Company ACO1129, Mold Assessment Consultant MAC1452

Mold Assessment Technicians MAT#'s 1197, 1198, 1203, 1224, 1240, 1246, 1256

SBCCI Registered Building Inspector #5939

SBCCI Registered Mechanical Inspector # 1739

Exterior Design Institute (EDI) TX-111, TX-116, TX-119

ICC Building Inspectors # 1052678-B5, #5294898-B5

State of Texas Registered Code Enforcement Officer # CE1858

ICC Residential Combination Inspectors # 1052678-R5, #5294898-R5

ICC Residential Building Inspectors # 5167093-B1, #5294898-B1

ICC Mechanical Inspectors # 1052678-M5, #5294898-M5, 5230842-M1

Texas Department of Insurance VIP Certificate #20110061045

SBCCI Registered One & Two Family Dwelling Code Certified Inspector #1863 & #2185

Infrared Thermographers



NOTICE CONCERNING HAZARDOUS CONDITIONS, DEFICIENCIES, AND CONTRACTUAL AGREEMENTS

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

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

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

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

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

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

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

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

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

Highest Priority Items are printed in bold print.

For reference: The front of the unit faces West

Description: 1 Story, Wood Framed, Single Family Home; Brick, Stone, Cement Board Exterior, Composition Roof, Attached Garage.

Weather Conditions: Partly cloudy

Approximate Outside Temperature: 80s

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

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I=Inspected

NI=Not Inspected

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D=Deficient

I	NI	NP	D
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I. STRUCTURAL SYSTEMS

I
 NI
 NP
 D
 A. Foundations

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

Performing its intended function. No evidence suggesting significant foundation movement at the time of inspection.

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

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

INSPECTION PHOTOS:



Corner pop

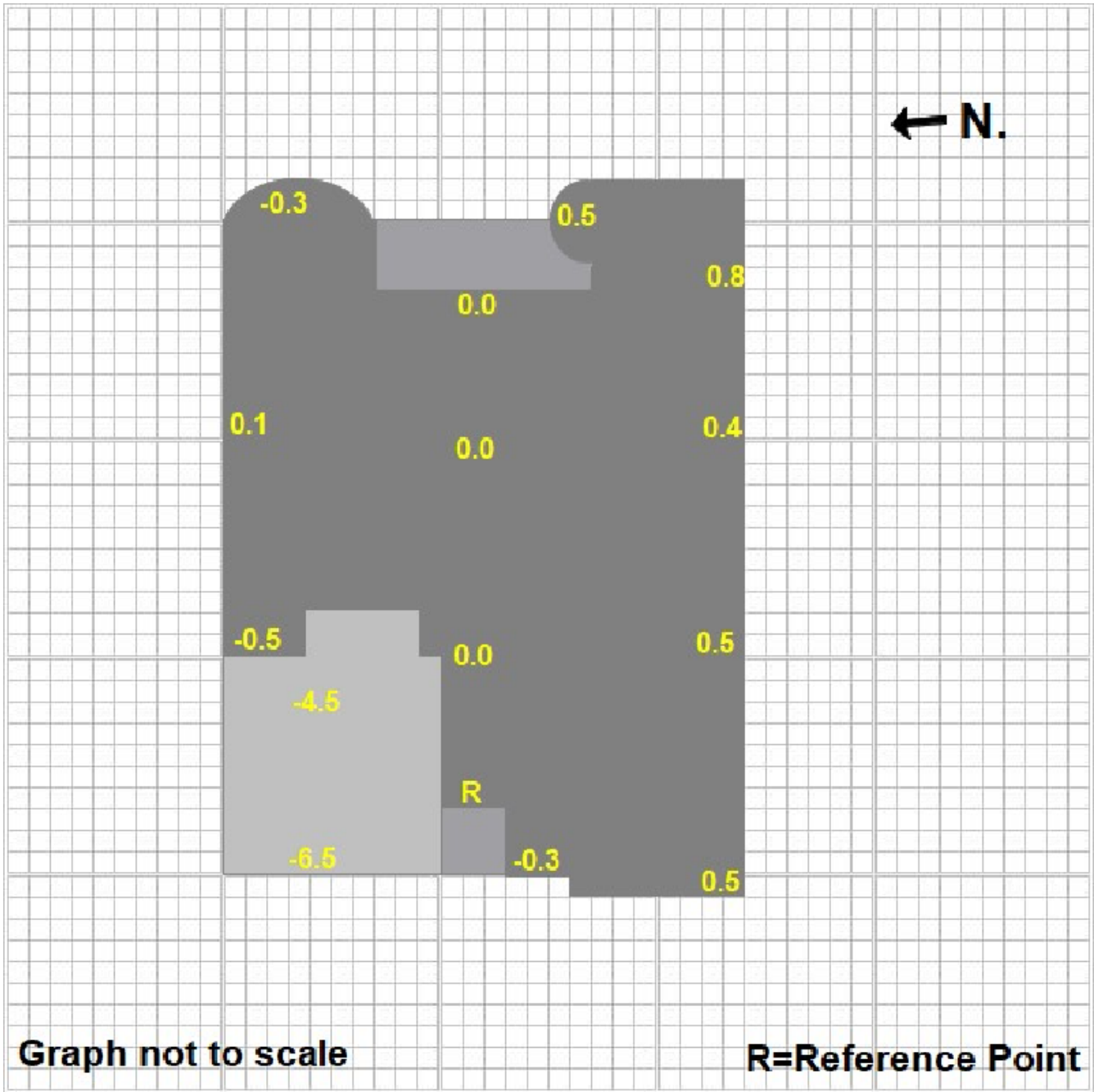
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A foundation elevation survey was conducted during the inspection. The floor plan below represents data gathered using a Zip Level and adjusting for floor covering height differences. i.e. differences between tile, carpet and wood flooring (except step down to the garage). Measurements are listed to the nearest 1/10th of an inch. The greatest variance was -0.5 to +0.8

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B. Grading and Drainage

Comments:

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

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

INSPECTION PHOTOS:



Stored wood near house should be moved

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C. Roof Covering Materials

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

Viewed From: Drone

Comments:

ROOF SURFACE:

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

Could not verify proper installation of solar panels.

FLASHING:

Flashing missing and/or improperly installed;

INSPECTION PHOTOS:



Missing flashing.



Missing flashing



Proper installation of solar power system not checked.



Drone photo of roof

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D. Roof Structure and Attics

Viewed From: Safely accessible areas as deemed by the inspector
 Approximate Average Depth of Insulation: 10-12 Inches
 Comments:

ATTIC INSULATION:

Insulation not properly positioned/missing in areas, etc.

ATTIC ACCESS, LADDER & SERVICE WALKS:

Not all areas of the attic were accessible for inspection.

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

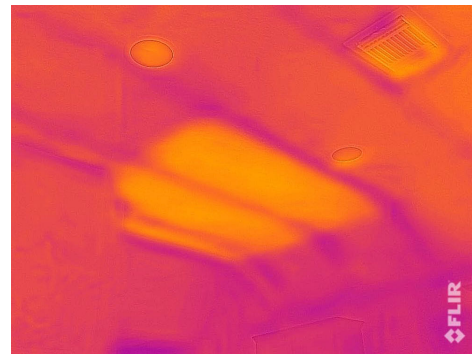
Pull down stairs located in the garage shall/should/needs to be fire rated type to maintain code required fire-rated separation of the attached garage to the house.

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

INSPECTION PHOTOS:



Missing insulation



Missing insulation

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E. Walls

Comments:

INTERIOR WALLS:

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

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

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

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

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

BRICK:

Foundation brick ledge does not meet flush with brick veneer around all areas of the house: some areas where foundation extends past brick veneer and some areas where brick veneer extends past foundation.

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

CAULKING:

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

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

INTERIOR WATER PENETRATION:

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Possible from exterior window frames not properly caulked/sealed.

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

Possible from window jamb alarm sensors not sealed with silicone caulk.

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

Water stains/damage to the interior of one or more window jambs. Moisture meter indicated that the stains were not active (wet) at the time of inspection.

INSPECTION PHOTOS:



Cracks/ separation in brick work



Rodent entry area



Caulk trim



Seal exterior penetrations



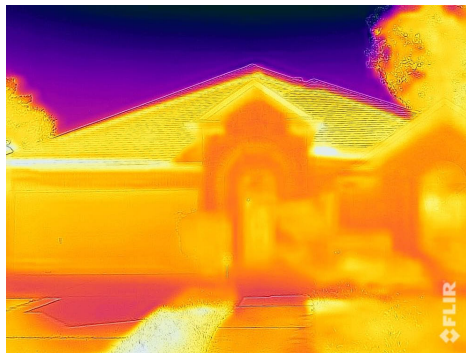
Caulk windows



Brick ledge



Stain dry at time of inspection
REI 7-6 (8/9/21)



Thermal photo of hosue



Water damage to cabinet base.
Page 10 of 28

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F. Ceilings & Floors

Comments:

CEILINGS:

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

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

FLOORS:

Observed one or more carpet stains in the house.

Cracked/chipped and/or loose floor tile observed;Fireplace

INSPECTION PHOTOS:

Carpet damaged at one or more locations.



Repair in kitchen ceiling



Repair in Garage ceiling.



Damaged carpet



Cracked tile



Stains dry at time of inspection



Stain dry at time of inspection

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Stain dry at time of inspection



Stain dry at time of inspection

G. Doors (Interior and Exterior)

Comments:

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

Auto/self-closing device on the door between the house and garage, as required by code, needs adjustment to operate properly,

Section of steel garage door is damaged / bent.

INSPECTION PHOTOS:



Door bent

H. Windows

Comments:

WINDOWS:

Some window sills have been drilled for alarm sensors, possibly against the advice of the window manufacturer.

INSPECTION PHOTOS:

Window covering is damaged.

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Window covering damaged.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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I. Stairways (Interior and Exterior)

Comments:

Not present at time of inspection.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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J. Fireplace & Chimney

Comments:

INSPECTION PHOTOS:



Fire place operational

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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K. Porches, Balconies, Decks, and Carports

Comments:

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

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L. Other

Comments:

Not present at time of inspection.

II. ELECTRICAL SYSTEMS

A. Service Entrance and Panels

Panel Locations: In Garage

Materials and Amp Rating: Main Panel : 150 Amp - Aluminum feeder wiring

Comments:

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

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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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B. Branch Circuits, Connected Devices, and Fixtures

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

Comments:

Broken light bulb base observed in the light fixture(s);

FIXTURES:

Landscape lighting not checked.

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

GFCI:

GFCI reset locations;

OUTLETS:

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

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

FIRE PROTECTION EQUIPMENT:

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

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

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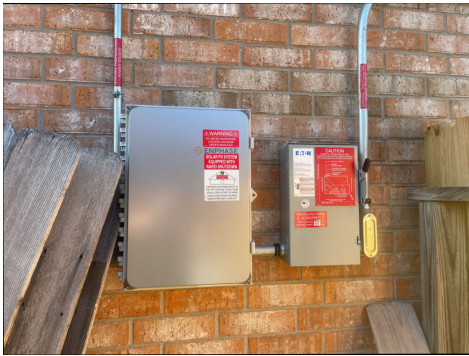
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There appears to be an inadequate number and/or improper location of smoke detectors in the home. Smoke detectors should be located on each level of the home as well as inside AND outside of all sleeping rooms. Consult the smoke detector manufacturer's instructions regarding the specific placement of detectors.

INSPECTION PHOTOS:



Solar power system not checked.

Solar power system not checked.

Broken bulb in garage light fixture

C. Other

Comments:

Solar power system, not Checked/ Inspected.

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III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

A. Heating Equipment

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

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

FURNACE:

Water/Rust stains on the unit.

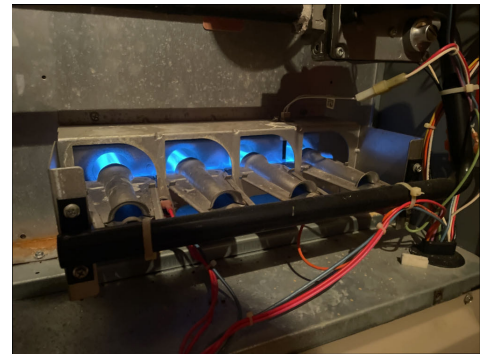
INSPECTION PHOTOS:



2003 Amana



Rust stains in heater cabinet



Heater is operational

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B. Cooling Equipment

Type of Systems: Forced Air Split System
 Comments:

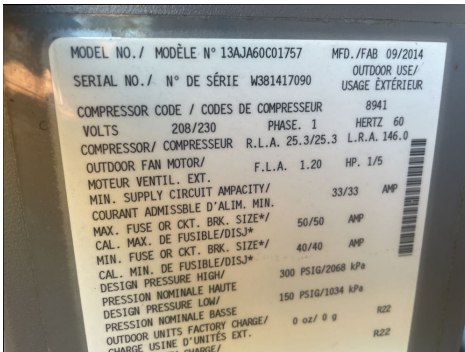
Buyer's note: This inspector is not required to A) verify tonnage match of indoor coils and outside coils or condensing units B) determine the correct sizing, efficiency, or adequacy of the HVAC system. 535.230 Standards of Practice. Acceptance of these conditions rest solely with the buyer, if you have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

CONDENSER UNIT:

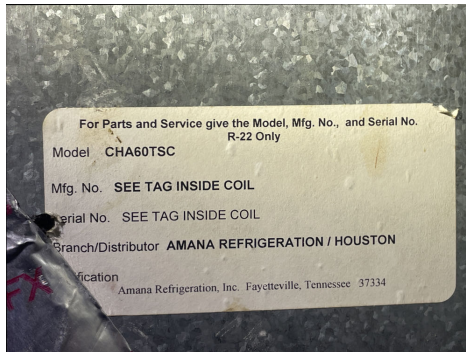
Note: Unit using older refrigerant (R22). This refrigerant is no longer being manufactured and will become very expensive in the near future.

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

INSPECTION PHOTOS:



2014, Rheem 5 ton R22



Amana 5 ton



22° temperature differential

C. Duct Systems, Chases, and Vents

Comments:

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

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D. Other

Comments:

Not present at time of inspection.

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IV. PLUMBING SYSTEMS

A. Plumbing Supply, Distribution System and Fixtures

Location of Water Meter: Front of property

Location of Main Water Supply Valve: South exterior wall of house

Comments:

Static water pressure reading: 50 PSI

Type of supply piping material: Predominantly Copper

Recommend insulation of exposed water lines in the attic.

SINKS:

Cosmetic cracking in one or more sinks, not leaking water.

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

Slow drain; bath sinks

FAUCETS:

Handle(s) loose;

There are no shut off valves or handle missing below one or more sinks.

One or more of faucet aerators are clogged and/or missing.

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

Low water pressure observed at one or more faucets; Master bath sinks

TUBS:

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

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

SHOWERS:

24 hour shower pan test has been specifically excluded.

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Shower door lower weather stripping loose and/or damaged. Can result in possible water leaking from base of the door, needs repair/replacement;

LAUNDRY CONNECTIONS:

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

HOSE BIBS:

Missing finish ring around one or more hose bibs.

INSPECTION PHOTOS:



Evidence of a plumbing repair over the kitchen



Faucet handle loose.



Slow drain



Low water pressure



Missing shut off valve handle



Missing weather stripping

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Hose bib missing finish ring.

B. Drains, Wastes, Vents

Type of Drain Piping Material: PVC

Comments:

Hydrostatic pressure test of sewer lines was specifically excluded.

C. Water Heating Equipment

Energy Source: Natural Gas

Capacity: Unit is 40 gallons

Comments:

WATER HEATER VENT:

Improperly vented - vent pipe not properly aligned / secured at the top of water heater. May be allowing products of combustion (bad gas) to vent into house/garage/attic.

The unit has exceeded its normal serviceable life span; replacement should be budgeted for in the near future.

TEMPERATURE & PRESSURE RELIEF VALVE:

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

INSPECTION PHOTOS:

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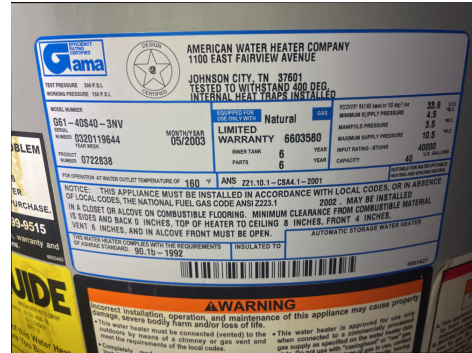
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I NI NP D



Draft hood needs adjustment



2003 American water heater company 40 gallons

D. Hydro-Massage Therapy Equipment

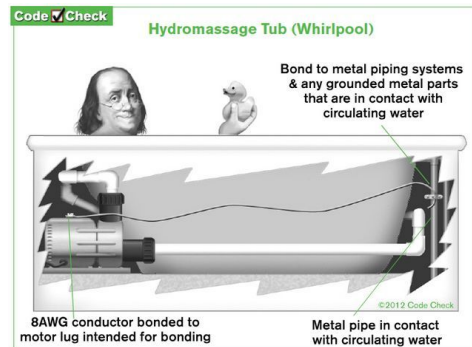
Comments:

Spa tub motor not properly bonded (wire) from the motor to the cold water line or other suitable location, as required by NEC 680-41 and manufacturer of spa IRC 4109.4.

INSPECTION PHOTOS:



Spa tub operational



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E. Gas Distribution Systems and Gas Appliances

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

GAS LINES:

Pressure test of gas lines has been specifically excluded.

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



Gas meter

F. Other

Comments:

Not present at time of inspection.

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V. APPLIANCES

A. Dishwashers

Comments:

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

The unit was not operational, not performing its intended function. Unit in need of repair/replacement.

B. Food Waste Disposers

Comments:

C. Range Hood and Exhaust Systems

Comments:

D. Ranges, Cooktops, and Ovens

Observations:

Gas Range/Cooktop:

Gas spark igniter is not operational at right rear burner.

Gas Oven(s):

Timer and cleaning cycles not checked.

INSPECTION PHOTOS:



Range operational



Oven operational

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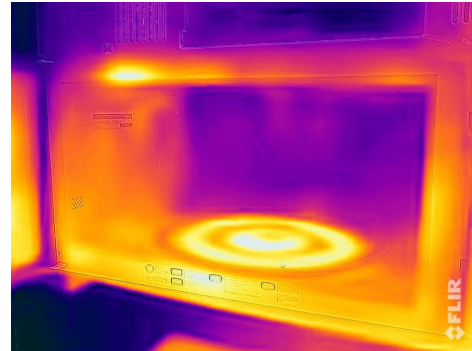
E. Microwave Ovens

Comments:

Front vent cover missing.



Vent cover missing.



Microwave operational

F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

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

G. Garage Door

Comments:

Remote control hand held units were not checked/inspected.

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



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H. Dryer Exhaust Systems

Comments:

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

I. Other

Comments:

Not present at time of inspection.

VI. OPTIONAL SYSTEMS

A. Landscape Irrigation (Sprinkler) Systems

Comments:

Not present at time of inspection.

The unit was not operational, not performing its intended function. Unit in need of repair/replacement.

B. Swimming Pools, Spas, Hot Tubs, and Equipment

Type of Construction: NA

Comments:

Not present at time of inspection.

C. Outbuildings

Materials: NA

Comments:

Not present at time of inspection.

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

Type of Pump: NA

Type of Storage Equipment: NA

Comments:

Not present at time of inspection.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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E. Private Sewage Disposal Systems

Type of System: NA
Location of Drain Field: NA
Comments:

Not present at time of inspection.

F. Other Built-in Appliances

Comments:

Cooking equipment not present at the time of inspection.

G. Other

Comments:

Not present at time of inspection.

FOX INSPECTION GROUP REAL ESTATE INSPECTION SERVICE AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT

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

SUBCONTRACTORS SCHEDULED OR ARRANGED THROUGH US

PLEASE READ CAREFULLY

1. **SCOPE OF THE INSPECTION:** The inspector will perform a general, non-Invasive limited visual ("eyeball") inspection of the property structure at the address listed below to provide Client(s) with a written opinion as to the apparent general condition of the structure(s) components and systems at the time of the inspection. The inspection will be performed in a manner consistent with the "Standard of Practice" and "Code of Ethics" of "TREC" Texas Real Estate Commission and prepare a written report of the apparent condition of the readily accessible systems and components of the Property unless otherwise indicated existing at the time of the inspection. A copy of these Standards are readily available to the Client(s) at http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp Only systems and components that can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector will be inspected. Latent and concealed defects and deficiencies are excluded from the inspection, and Inspector is not liable for latent and concealed defects and deficiencies. Any area which is not exposed to view, concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or other things, or areas/items which have been excluded by "TREC" Texas Real Estate Commission standards and/or by the agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In the event that the property is a part of a condominium unit, such inspection will not include any other connected or external portions of a multi unit building or any common areas covered by a joint use agreement or considered common areas.

2. **STANDARDS OF PRACTICE:** The parties agree that the Standards of Practice "TREC" Texas Real Estate Commission shall define the standard of duty and the conditions, limitations, scope, and exclusions of the inspection and are incorporated by reference herein.

3. **CLIENT'S DUTY:** Client agrees to read the entire report when it is received and promptly call the Inspector with any question or concern regarding the inspection or written report. The written report shall be the final exclusive findings of the Inspector. In the event client becomes aware of a reportable condition which was not reported by the Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative'(s) to inspect said condition'(s) before making any repair, alteration, or replacement.

4. **FURTHER EVALUATION:** Client acknowledges and agrees that the Inspector is a generalist and that further investigation of a reported condition by an appropriate certified licensed specialist may provide additional information that may affect a Client(s) decision to purchase the

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

5. **CHANGE IN CONDITION(S):** The parties agree and understand that conditions of systems and components may change between the inspection date and the time of closing. It is the Client's responsibility to further investigate before closing and the Inspector is not liable for any changes of conditions.

6. **NOT A WARRANTY:** The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Client(s) understand that the inspection and inspection report does not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law. **INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM, THE PRESENCE OR ABSENCE OF LATENT OR HIDDEN DEFECTS THAT ARE NOT REASONABLY ASCERTAIN IN A COMPETENTLY PERFORMED HOME INSPECTION, OR THE REMAINING USEFUL LIFE OF ANY SYSTEM OR COMPONENT OF THE PROPERTY.**

7. **NOT AN APPRAISAL:** The Inspection will not include an appraisal of the value or a survey of building and/or property lines. This inspection or the inspection report may not be construed as an appraisal or survey and may not be used as such for any purpose.

8. **NOT A COMPLIANCE INSPECTION:** This inspection or inspection report is NOT a code compliance inspection or certification for past or present governmental codes or regulations.

9. **INSURABILITY:** The inspection or inspection report does not determine whether the property is insurable.

10. **THIRD PARTIES AND SUBROGATION:** The inspection and written report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees, arising from such a claim.

11. **LIMITATION OF LEGAL ACTION:** The parties agree that any legal action must be brought within one (1) year from the date of the inspection(s), or will be deemed waived and forever banned.

12. **LIABILITY:** The parties agree that the Fox Inspection Group and its employees and its agents assume no liability or responsibility for cost of repairing or replacing any defects

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

13. **DISPUTES AND ARBITRATION** In the event a dispute arises regarding an inspection that has been performed under this service agreement, Client(s) agree to notify Fox Inspection Group within ten (10) days of the time of discovery to give Fox Inspection Group a reasonable opportunity to re-inspect the property and resolved the dispute amicably. Upon the request of either party, all unresolved disputes relating to this agreement shall be submitted for arbitration in accordance with (AAA) American Association of Arbitrators and pursuant to the Federal Arbitration Act then in effect with costs shared equally. This provision shall be specifically enforceable and damages for breach of this provision shall include but not limited to court costs and attorney's fees. Client agrees that Fox Inspection Group and it's agents liability, if any, shall be limited to the amount of the inspection fee paid for inspection. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.

14. **SEVERABILITY:** If any court of competent jurisdiction determines that any section, provision or part of this Agreement is void, unenforceable, or contrary to Texas law, the remaining sections of this Agreement shall remain in full force and effect.

15. **DAMAGES:** If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, **THE MAXIMUM DAMAGE THAT THE CLIENT CAN RECOVER SHALL NOT EXCEED THE COST OF THE INSPECTION FEE PAID BY THE CLIENT.** The Inspection Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.

16. CLIENT UNDERSTANDS: The integrity and moisture content of framing and sheathing behind finished wall coverings (exterior siding, stucco, cement stone coverings, fiber cement siding, drywall, interior bath and shower tile walls, etc) is not visible to inspect and beyond the scope of our services and is excluded within our services and is excluded within our inspection and inspection report. The lack of proper detailing and flashing may result in water penetration behind siding resulting in water penetration and structural damage which Fox Inspection Group makes no guarantee, warranty, or implied in the inspection or inspection report.

17. EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION CLAUSE: In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for its time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday

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

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

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

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

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

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

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

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