



Inspection Report

Gary & Mary McSwain

Property Address:
11523 Carson Field Ln.
Cypress TX 77433



11523 Carson Field Ln.

Rock River Inspections, PLLC

Darren W. Henley 21894
10614 Rock River Ln.
Cypress, TX 77433-1395
832-397-0725

PROPERTY INSPECTION REPORT FORM

Gary & Mary McSwain	1/6/2026
<i>Name of Client</i>	<i>Date of Inspection</i>
11523 Carson Field Ln., Cypress, TX 77433	
<i>Address of Inspected Property</i>	
Darren W. Henley	21894
<i>Name of Inspector</i>	<i>TREC License #</i>

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.

Promulgated by the Texas Real Estate Commission (TREC) P.O. Box 12188, Austin, TX 78711-2188 (512) 936-3000
www.trec.state.tx.us

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR:

In Attendance:

Client

Type of Building:

Single Family (1 story)

Approximate Age of Building:

Over 15 Years

Outside Air Temperature:

Over 70° (F)

Weather:

Cloudy

Ground/Soil Surface Condition:

Dry

Rain in Last 3 Days:

No

Comments: Pre-Listing Inspection

Referral: Previous Real Estate Professional: Gary McSwain (GaryMcSwain647)

Year Built: 2011

Square Footage: 3491

Rooms: 4 Bedrooms, 3 Bathrooms, 1 Half Bathrooms

Property is Occupied

Utilities On: Water, Electricity, Gas

People Present at Inspection: Seller

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Date: 1/6/2026	Time: 10:00 AM	Report ID: 20260106-11523-Carson-Field-Ln-
Property Address: 11523 Carson Field Ln. Cypress TX 77433	Client: Gary & Mary McSwain	Real Estate Professional: Eddy Hyland
Property County: Harris		

Homes more than 5 years old may have areas that are not current in code requirements. This is not a new home and this home cannot be expected to meet current code standards. While this inspection makes every effort to point out safety issues, it does not inspect for code. It is common that homes of any age will have had repairs performed and some repairs may not be in a workmanlike manner. Some areas may appear less than standard. This inspection looks for items that are not functioning as intended. It does not grade the repair. It is sometimes common to see old plumbing or mixed materials. Sometimes water signs in crawlspaces or basements could be years old from a problem that no longer exists. Or, it may still need further attention and repair. Determining this can be difficult in a lived in home. Sometimes homes have signs of damage to wood from wood destroying insects. Having this is typical and fairly common. The home inspection does not look for possible manufacturer re-calls on components that could be in this home. Always consider hiring the appropriate expert for any repairs or further inspection.

This property has been inspected by **Darren W. Henley of Rock River Inspections, PLLC**. My qualifications: TREC Professional Inspector License #21894; TDA Commercial Certified Applicator License #0806409; Certified Master Inspector® ID: NACHI16062610; HUD/FHA 203(k) Consultant ID: D1164

Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the inspector should be considered before purchasing this home. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

Inspected (IN) = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI)= I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Not Present (NP) = This item, component or unit is not in this home or building.

Deficient (D) = The item, component or unit is not functioning as intended, or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

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

I NI NP D

I. Structural Systems

The structure of this home was inspected by visual means, unless otherwise noted. The following structural components were assessed for deficiencies.

Any deficiencies noted herein should be considered for repair. It should be understood that there may be deficiencies that were not visible, e.g. behind furniture, concealed within walls or ceilings or hidden below insulation, etc. These deficiencies may take months or years to manifest and would not be within the scope of this report. This report does not constitute a requirement for repair by either party and should not be considered an enforcement document. This document is strictly an assessment of the structures current condition.

This report may contain references to current building codes. Any references to building codes within this report are done so as a courtesy to the reader and to impart an understanding of what the current codes are that require this mention. It does not infer that this structure was assembled contrary to the enforceable building codes at the time of construction, however, it should be understood that these references are the expectation of the current building practices and that the buyer may wish to consider this aspect for either current or future upgrade.

Note: Inspectors are not professional engineers. Our opinion is based on general observation of the foundation and the the inspector's personal experience with similar structures. **This inspection does not predict or guarantee future performance.**

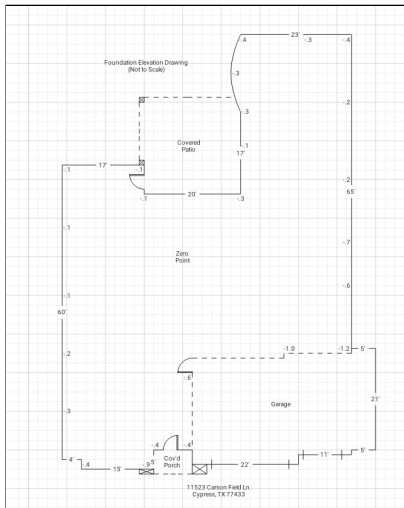
A. Foundations

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

Comments:

(1) The foundation was measured with a ZIPLEVEL®. The approximate center of the foundation was used as the zero point and multiple reading were taken around the perimeter of the foundation. Variances should be within +/- 1-1/2", in 25' from the zero point. This indicates the foundation surface is/is not within tolerances of generally accepted standards of construction. There were no signs of significant movement, such as cracks in the foundation walls, excessive cracks in the exterior cladding or interior drywall, no abnormal door operation, un-leveled soffit or severely sloped floors.

The visible portions of the foundation appear to be functioning as intended. Therefore, it is my opinion, the foundation is adequately performing its intended function.



A. Item 1 Foundation Elevation Drawing (SEE Report Attachments Page 35)

(2) Common corner crack observed on foundation corner. This condition is a thermal expansion crack between the brick and concrete. It is cosmetic in nature and not structurally significant. I Recommend sealing crack to prevent insect intrusion.

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I NI NP D

I recommend you consult with a qualified professional contractor to evaluate further, to determine the best method of repair and estimate cost.



A. Item 2 Common corner crack observed at left rear corner of home



A. Item 3 Common corner crack observed at right rear corner of home

B. Grading and Drainage

Comments:

(1) Splash block or downspout extensions are absent at some gutter downspouts. Gutter downspouts should discharge a minimum of 18" away from the foundation.

I recommend that you consult a qualified, professional landscaper to evaluate further, determine the best method for repairs, estimate cost, and perform the repairs.



B. Item 1 Splash block or downspout extensions are absent at left rear corner of patio



B. Item 2 Splash block or downspout extensions are absent at right rear corner of garage

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(2) High soil conditions observed at front of home. High soil conditions are conducive to wood destroying insects and should be avoided.

I recommend a minimum six inch foundation side wall exposure around the entire perimeter of the foundation.

I recommend that you consult a qualified, professional landscaper to evaluate further, determine the best method for repairs, estimate cost, and perform the repairs.



B. Item 3 High soil conditions observed at front of home, left of entry.

C. Roof Covering Materials

Type(s) of Roof Covering: Architectural Asphalt Shingles

Viewed Roof Covering: Ground, Binoculars

Comments:

This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted. The overall condition of the roof covering appears to be acceptable with no signs of any current moisture penetration into the structure being observed. This type of architectural style composition shingles typically lasts about 20-25 years in this climate.

I was not able to walk the roof surface without special safety equipment. The roof was observed from ground level with binoculars.

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C. Item 1 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 2 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 3 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 4 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 5 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 6 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted

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C. Item 7 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 8 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 9 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 10 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 11 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 12 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted

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C. Item 13 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 14 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 15 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 16 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 17 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted



C. Item 18 This roof covering is probably around 5-7 years old and shows signs of wear consistent with its age, except as otherwise noted

D. Eaves, Soffits and Facia

Comments:

E. Roof Structures and Attics

Roof Structure Type: Stick-built, 2 X 6 Rafters, Oriented Strand Board (OSB), Radiant Barrier

Roof Ventilation: Soffit Vents, Ridge Vents, Passive Vents

Method Used to Observe Attic: Adequate Walkways and Service Platforms

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Attic Insulation: Blown Fiberglass

Approximate Average Depth of Insulation: 10-12 Inches (R-30)

Approximate Average Thickness of Vertical Insulation: 6 Inches

Comments:

F. Walls (Interior and Exterior)

Siding Material: Cement Fiber

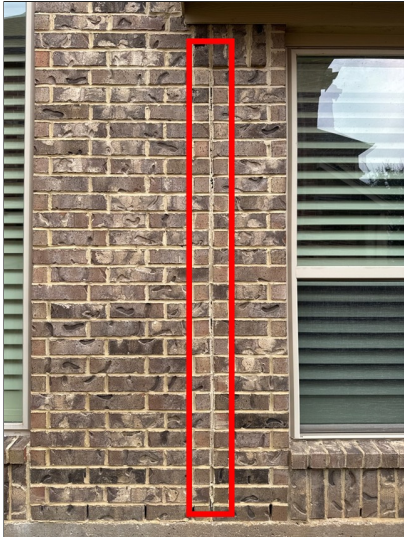
Comments:

(1) The brick veneer expansion joint sealant has deteriorated. Recommend repair or replacement as necessary

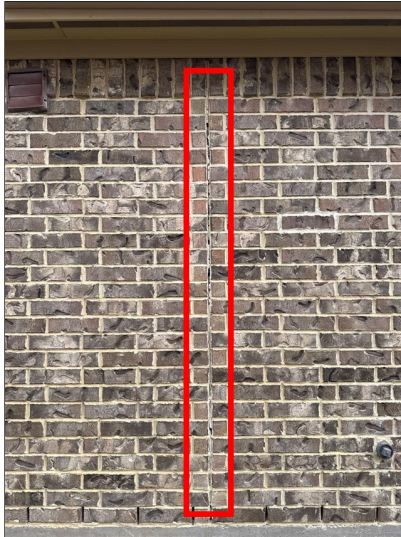
I recommend that you consult with a competent and qualified Contractor to evaluate further, determine the best repair methods, estimate costs, and to perform the repairs.

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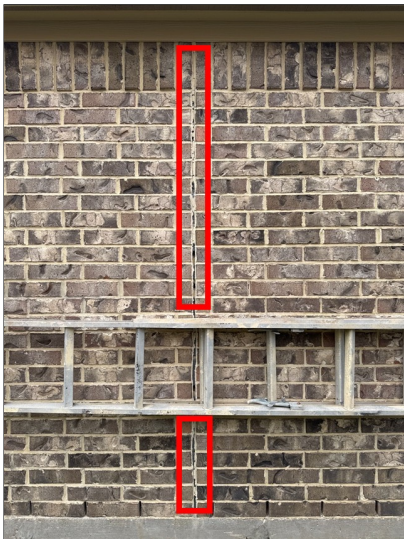
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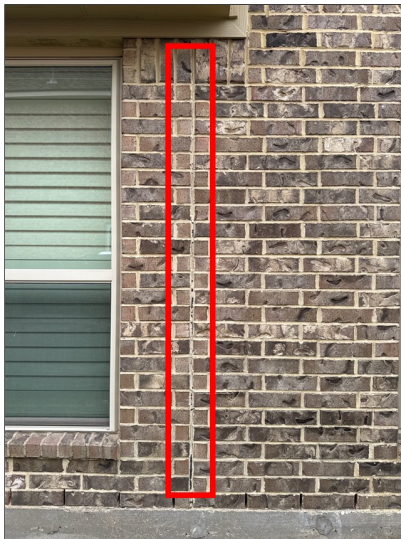
F. Item 1 The brick veneer expansion joint sealant has deteriorated at left side of home



F. Item 2 The brick veneer expansion joint sealant has deteriorated at left side of home



F. Item 3 The brick veneer expansion joint sealant has deteriorated at right side of home



F. Item 4 The brick veneer expansion joint sealant has deteriorated at right side of home

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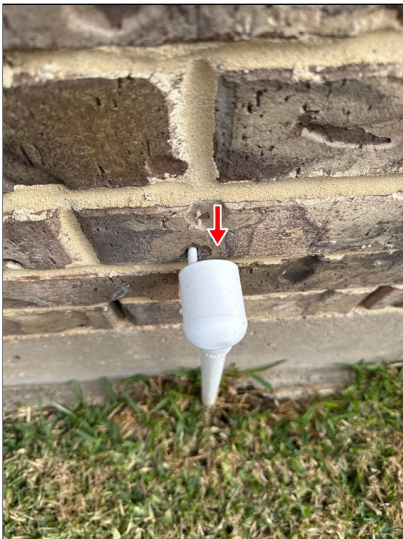
I NI NP D



F. Item 5 The brick veneer expansion joint sealant has deteriorated at right side of garage

(2) Exterior wall penetrations need to be sealed, to prevent moisture intrusion. Recommend correction as necessary.

I recommend that you consult with a competent and qualified Contractor to evaluate further, determine the best repair methods, estimate costs, and to perform the repairs.



F. Item 6 Exterior wall penetrations need to be sealed at left side of home



F. Item 7 Exterior wall penetrations need to be sealed at right side of garage

(3) Observed cracks in stone veneer. The condition appears to be cosmetic in nature and not structurally significant. Cosmetic repairs can be made by a competent and qualified brick mason.

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

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I recommend that you consult with a competent and qualified masonry contractor to evaluate further, determine the best repair methods, estimate costs, and to perform the repairs.



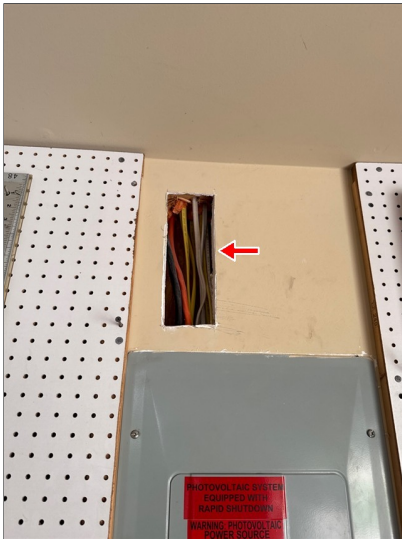
F. Item 8 Observed cracks in stone veneer at right side of entry



F. Item 9 Observed cracks in stone veneer at right side of entry

(4) Observed un-patched hole in drywall. Recommend correction as necessary.

I recommend that a competent, qualified, professional drywall contractor be consulted to determine the best method for repair, estimate costs, and perform the repairs.



F. Item 10 Observed un-patched hole in drywall at garage

G. Ceilings and Floors

Floor Structure: Concrete Slab

Comments:

Observed missing floor covering.

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I recommend that you consult with a professional, qualified flooring contractor to evaluate further, determine the best method of repair, estimate cost and perform the repair.



G. Item 1 Observed missing floor covering at master closet

H. Doors (Interior and Exterior)

Exterior Entry Doors: Solid Wood, Insulated Metal

Comments:

I. Windows

Window Types: Double Pane Vinyl

Comments:

The perimeter sealant has deteriorated at window. Recommend correction to prevent moisture intrusion.

I recommend that you consult with a competent and qualified Contractor to evaluate further, determine the best repair methods, estimate costs, and to perform the repairs.

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I. Item 1 The perimeter sealant has deteriorated at numerous windows throughout

J. Stairways (Interior and Exterior)

Comments:

K. Fireplaces and Chimneys

Operable Fireplaces: One

Types of Fireplaces: Factory Fabricated, Vented Gas Logs, Glass Doors Are NOT Installed

Chimney (exterior): Cement Fiber

Comments:

L. Porches, Balconies, Decks and Carports

Driveway: Concrete

Comments:

The structure of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified licensed contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

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II. Electrical Systems

Smoke detectors/alarms and carbon monoxide (CO) detectors are not operated and are only checked for installation at proper locations. The installation of interconnected (sound or visually alert at all locations) combination type ionization/photoelectric smoke detectors/alarms is now required in new construction and upgrading of older homes is advised.

These smoke detectors/alarms are required on each level including the basement, crawl space, attic space (where applicable), inside of all bedrooms or any room designated for sleeping and hallway outside in near proximity of the bedroom doors.

Test all detectors/alarms by both the test button and smoke per manufacturer's instructions. Replace batteries a minimum of once per year, or as required.

The smoke detectors/alarms and CO monitors are not tested to avoid nuisance alarms in security systems. Consult your security monitoring company for further details, and to ensure proper application and functionality. All units should be evaluated and tested per manufacturer's instructions, and replaced every 10 years.

A. Service Entrance and Panels

Electrical Service Conductors: Underground Service, Aluminum Feed from Meter, 240 Volt Service

Panel Capacity: 150 AMP, Solar Panels Installed

Panel Type: Circuit breakers

Electric Panel Manufacturer: EATON

Comments:

(1) There are solar panels installed. I recommend familiarizing yourself with the system.

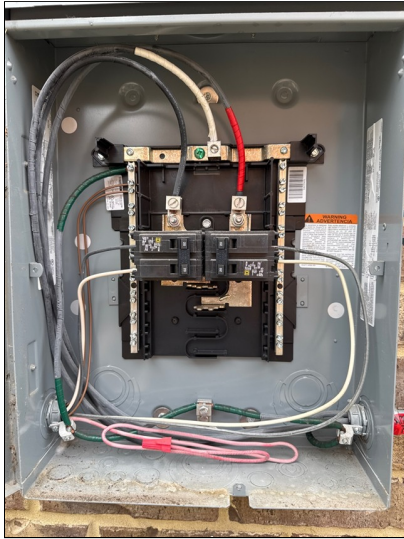


A. Item 1 There are solar panels installed at left side of home

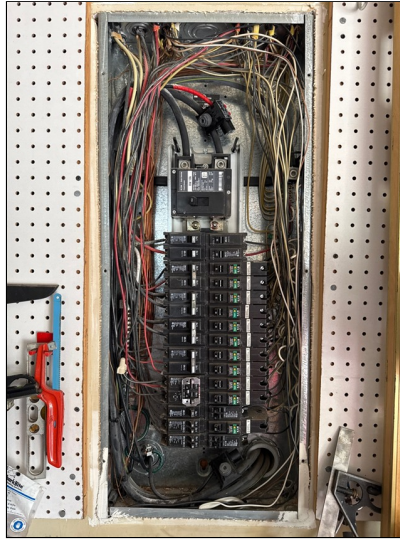
(2) The electrical service (breaker/fuse) panel, shown with dead front cover removed for inspection purposes.

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

I NI NP D



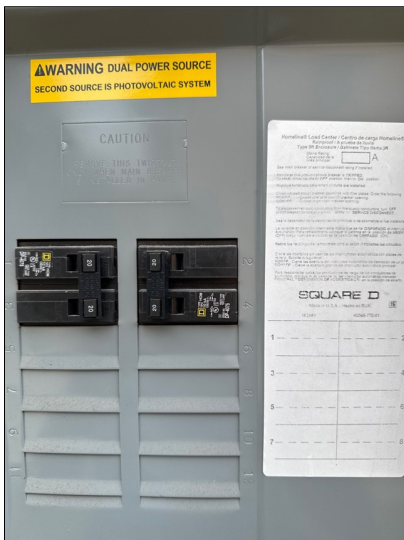
A. Item 2 The electrical service (breaker/fuse) panel, shown with dead front cover removed for inspection purposes at solar sub-panel



A. Item 3 The electrical service (breaker/fuse) panel, shown with dead front cover removed for inspection purposes at main panel

(3) No labels are present. I recommend correcting for safety reasons.

I recommend you contact a licensed professional electrical contractor to evaluate further, determine the best course of action, estimate costs and perform necessary repairs.



A. Item 4 No labels are present at solar sub-panel

(4) The main panel box is located at the garage.

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

I NI NP D



A. Item 5 The main panel box is located at the garage

(5) The solar sub-panel box is located at the exterior right side of garage.



A. Item 6 The solar sub-panel box is located at the exterior right side of garage

B. Branch Circuits, Connected Devices and Fixtures

Branch Wire 15 and 20 AMP: Copper Conductors

Comments:

- (1) The doorbell system appears to operate normally.
- (2) The installed smoke alarm(s) were not tested due to the home being occupied. In the event the alarms are connected to a monitored security system, a password/code is not available to authorize testing.
- (3) Carbon monoxide detection is in place. Recommend regular testing and maintenance per manufacturers recommendations.
- (4) The installed carbon monoxide alarm(s) were not tested due to the home being occupied. In the event

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the alarms are connected to a monitored security system, a password/code is not available to authorize testing.

(5) Light fixture is missing globe/cover. Recommend installation to protect bulb and prevent dangerous contact with hot bulb.

I recommend you contact a licensed professional electrical contractor to evaluate further, determine the best course of action, estimate costs and perform necessary repairs.



B. Item 1 Light fixture is missing globe/cover at front left bedroom closet

(6) Observed loose conductors in attic space. These should be stapled up higher to prevent entanglement when walking through attic space.

I recommend you contact a licensed professional electrical contractor to evaluate further, determine the best course of action, estimate costs and perform necessary repairs.

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B. Item 2 Observed loose conductors in attic space

The electrical system of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Outlets were not removed and the inspection was only visual. Any outlet not accessible (behind the refrigerator for example) was not inspected or accessible. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified licensed contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

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III. Heating, Ventilation and Air Conditioning Systems

Checking humidifiers, electric air filters, ultra-violet lights and air flow balance is not included in the scope of this inspection. Accuracy and complete functionality of thermostats is not included in the scope of this inspection. Evaporator coils and heat exchangers are usually not accessible without dismantling some system components. Dismantling HVAC system components to check evaporator coils and heat exchangers is outside the scope of this home inspection.

NOTE: HVAC systems should be serviced annually. If the date of the last service receipt is more than one year, you should consider having the system(s) serviced for preventive maintenance, even if the system(s) are currently operating normally. Air filters, depending on type, should be changed as recommended by manufacturer.

A. Heating Equipment

Type of Systems (Heating): Forced Air Furnace

Energy Sources: Natural Gas

Number of Heat Systems (Excluding Wood): Two

Heat System Brand: CARRIER

Comments:

- (1) Heating units should be serviced annually. I recommend that you ask the seller for a receipt of last service. If the date of last service is more than one year, I recommend that you consult with a licensed, qualified, heating, ventilation and air conditioning professional to perform annual maintenance on the unit.
- (2) The heating unit appeared to operate normally using the standard controls. I could not determine if the heat exchangers are or are not cracked without dismantling the furnaces. Dismantling of components is outside of the scope of a standard home inspection.



A. Item 1 The heating unit appeared to operate normally using the standard controls at primary system



A. Item 2 The heating unit appeared to operate normally using the standard controls at master bedroom system

B. Cooling Equipment

Type of Systems (Cooling): Air Conditioner Unit

Number of AC Only Units: Two

Central Air Manufacturer: CARRIER

MFR Date(s): Primary 04/2011 / Master 07/2011

A/C Tonnage: 5 Ton, 2 Ton

A/C Maximum Amperage: 40 AMPS, 25 AMPS

Comments:

- (1) A/C units should be serviced annually. I recommend that you ask the seller for a receipt of last service. If the date of last service is more than one year, I recommend that you consult with a licensed, qualified, heating, ventilation and air conditioning professional to perform annual maintenance on these units.
- (2) Air temperature test was performed using a thermometer to determine if the difference (Delta-T)

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I	NI	NP	D
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between the supply and return air was between 18° and 21° across the evaporator coil; which would indicate that the unit is cooling as intended.

The air temperatures read:

Supply Air Temperature: 58.4°

Return Air Temperature: 71.2°

Differential Temperature: 12.8°

The low pressure line was cool to the touch at the condensing unit.

These conditions indicate that **the system is currently in need of servicing.**

I recommend that you consult with a licensed, qualified, heating, ventilation and air conditioning professional to evaluate further, determine the best method for repair, estimate cost and perform the repair.



B. Item 1 Condensing Unit Data Label



B. Item 2 Supply Side



B. Item 3 Return Side

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

I	NI	NP	D
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(3) Master Bedroom Air temperature test was performed using a thermometer to determine if the difference (Delta-T) between the supply and return air was between 18° and 21° across the evaporator coil; which would indicate that the unit is cooling as intended.

The air temperatures read:

Master Bedroom Supply: 50.0°

Return air temperature: 67.8°

Differential Temperature: 17.8°

The low pressure line was cold to the touch at the condensing unit.

These conditions indicate that **the system is currently in need of servicing.**

I recommend that you consult with a licensed, qualified, heating, ventilation and air conditioning professional to evaluate further, determine the best method for repair, estimate cost and perform the repair.

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

I NI NP D



B. Item 4 Condensing Unit Data Label



B. Item 5 Supply Side



B. Item 6 Return Side

C. Duct Systems, Chases and Vents

Ductwork: Silverflex Round

Filter Type: Disposable

Comments:

The HVAC system(s) of this home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection is not meant to be technically exhaustive. The inspection does not involve removal and inspection behind service door or dismantling that would otherwise reveal something only a licensed HVAC contractor would discover. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified licensed contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

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

I NI NP D

IV. Plumbing System

While water was run down drains, this cannot simulate the waste flows of full occupancy. Underground sanitary drain lines are not visible during the course of a standard home inspection and are not inspected. Comprehensive examination of sanitary drain lines requires specialized equipment utilized by certain licensed plumbers, and is beyond the scope of this inspection. Water filtration/softening systems are not included in this inspection

A. Plumbing Supply, Distribution System and Fixtures

Water Source: Public

Location of Water Meter: Front Yard

Plumbing Water Supply (into home): PVC

Plumbing Water Distribution (inside home): CPVC

Location of Main Water Supply Valve: Right Exterior

Static Water Pressure Reading: 62 psi

Comments:

(1) Static Water Pressure



A. Item 1 Static Water Pressure
62 psi

(2) Commode tank is loose at the bowl. Recommend correction as necessary.

I recommend that you consult with a licensed, qualified, professional plumber to evaluate further, determine the best course of action, estimate cost and perform the repairs.

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

I NI NP D



A. Item 2 Commode tank is loose at the bowl at hall bath

B. Drains, Waste and Vents

Plumbing Waste: PVC, Sewer Cleanout at Left Front

Washer Drain Size: 2" Diameter

Comments:

C. Water Heating Equipment

WH Manufacturer: RHEEM

MFR Date(s): 01/2018

Water Heater Energy Source: Gas (quick recovery)

Water Heater Capacity: 40 Gallon

Water Heater Location: Attic

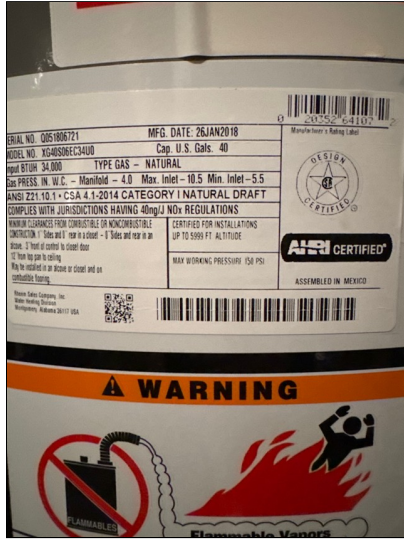
Comments:

(1) **NOTE:** The Temperature Pressure Relief Valve on this unit was not tested. As this company has no information regarding the maintenance of this device, testing may cause damage to the property or persons, should the device fail as a result of testing. Manufacturers recommend the TPR valve be replaced every 5 years, whether they appear functional or not. This is the typical manufacturers warning regarding TPR valves.

(2) Water Heater Data Label

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

I NI NP D



C. Item 1 Water Heater Data Label

D. Hydro-Massage Therapy Equipment

Comments:

E. Gas Distribution Systems and Gas Appliances

Comments:

The plumbing in the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Washing machine drain line for example cannot be checked for leaks or the ability to handle the volume during drain cycle. Older homes with galvanized supply lines or cast iron drain lines can be obstructed and barely working during an inspection but then fails under heavy use. If the water is turned off or not used for periods of time (like a vacant home waiting for closing) rust or deposits within the pipes can further clog the piping system. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified licensed contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

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

I NI NP D

V. Appliances

Special precautions for dryer ducts and vents.

Clean the lint screen/filter before each load of clothes. If clothing is still damp at the end of a typical drying cycle or drying requires longer time than normal, this may be a sign the lint screen/filter or the exhaust duct is blocked.

Clean the dryer vent and exhaust duct periodically. Check the outside dryer vent while the dryer is operating to make sure exhaust air is escaping. If it is not, the vent or duct may be blocked. To remove a blockage in the exhaust path, it may be necessary to disconnect the exhaust duct from the dryer. Remember to reconnect the ducting to the dryer and exterior vent, prior to using the appliance again.

Clean behind the dryer, where lint can build up. Have a qualified service person clean the interior of the dryer chassis periodically to minimize the amount of lint accumulation. Keep the area around the dryer clean and free of clutter.

Replace plastic or foil, accordion-type ducting material with rigid or corrugated semi-rigid metal duct. Most manufacturers specify the use of a rigid or corrugated semi-rigid metal duct, which provides maximum airflow. The flexible plastic or foil type duct can more easily trap lint and is more susceptible to kinks and crushing, which can greatly reduce airflow.

Take special care when drying clothes that have been soiled with volatile chemicals such as gasoline, cooking oils, cleaning agents or finishing oils and stains. If possible, wash the clothing more than once to minimize the amount of volatile chemicals on the clothes and preferably, hang the clothes to dry. If using a dryer, use the lowest heat setting and drying cycle that has a cool-down period at the end of the cycle. To prevent clothes from igniting after drying, do not leave the dried clothes in the dryer or piled in a laundry basket.

A. Dishwasher

Dishwasher Brand: GENERAL ELECTRIC

Comments:

B. Food Waste Disposers

Disposer Brand: WHIRLAWAY

Comments:

C. Range Hood and Exhaust System

Exhaust/Range Hood: UNKNOWN BRAND, VENTED

Comments:

D. Ranges and Ovens

Range/Oven: GENERAL ELECTRIC

Range/Cooktop/Oven Connections: Gas and 220V AC

Comments:

E. Cooktops

Cook Top: GENERAL ELECTRIC

Comments:

F. Microwave Ovens

Built in Microwave: GENERAL ELECTRIC

Comments:

Microwave has loud hum when running. Recommend correction as necessary.

I recommend that you consult with a competent and qualified appliance repairman to evaluate further, determine the best repair methods, estimate costs, and to perform the repairs.

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

I	NI	NP	D
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F. Item 1 Microwave has loud hum when running

G. Mechanical Exhaust Vents and bathroom Heaters

Mechanical Exhaust Vents and Bathroom Heater: Fan Only

Comments:

H. Garage Door Operator(s)

Auto-opener Manufacturer: 2 UNITS, GENIE

Comments:

The auto reverse on obstruction feature does not function normally and is in need of adjustment for safety reasons. Recommend correction as necessary.

I recommend that you consult with a qualified, competent garage door operator installation/repair company to determine the best method for repair, estimate cost and perform the repair.

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

I NI NP D



H. Item 1 The auto reverse on obstruction feature does not function normally at 2-car door

I. **Dryer Exhaust System**

Dryer Ventilation: NOT VISIBLE

Comments:

J. **Dryer Connections**

Dryer Connections: NOT VISIBLE

Comments:

The built-in appliances of the home were inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.



INVOICE

Rock River Inspections, PLLC
10614 Rock River Ln.
Cypress, TX 77433-1395
832-397-0725

Inspection Date: 1/6/2026

Inspected By: Darren W. Henley 21894

Report ID: 20260106-11523-Carson-Field-Ln-

TDA CA #0806409
HUD Consultant ID: D1164

Client Info:	Inspection Property:
Gary & Mary McSwain	11523 Carson Field Ln. Cypress TX 77433
Clients's Real Estate Professional: Eddy Hyland	

Inspection Fee:

Service	Price	Amount	Sub-Total
Living Area 3,001 - 3,500 SF	470.00	1	470.00
House 5+ Years Old	1.00	15	15.00
Inspection Discount	-1.00	48	-48.00

Tax \$0.00
Total Price \$437.00

Payment Method: Check
Payment Status: Paid at Time of Inspection
Transaction ID: Check No. 6569



Rock River Inspections, PLLC

**10614 Rock River Ln.
Cypress, TX 77433-1395
832-397-0725**

Report Attachments

ATTENTION: This inspection report is incomplete without reading the information included herein at these links/attachments. Note If you received a printed version of this page and did not receive a copy of the report through the internet please contact your inspector for a printed copy of the attachments.

NOTE

If the **PDF** version of "Report Attachments" below will not open, use the **Web Presentation** tab, they will open within the html version of this report.

[Foundation Elevation Drawing](#)

[The Safe Home](#)

General Summary



Rock River Inspections, PLLC

10614 Rock River Ln.
Cypress, TX 77433-1395
832-397-0725

Customer

Gary & Mary McSwain

Address

11523 Carson Field Ln.
Cypress TX 77433

The following items or discoveries indicate that these systems or components **do not function as intended** or **adversely affects the habitability of the dwelling**; or **warrants further investigation by a specialist**, or **requires subsequent observation**. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

I. Structural Systems

A. Foundations

Inspected, Deficient

(2) Common corner crack observed on foundation corner. This condition is a thermal expansion crack between the brick and concrete. It is cosmetic in nature and not structurally significant. I Recommend sealing crack to prevent insect intrusion.

I recommend you consult with a qualified professional contractor to evaluate further, to determine the best method of repair and estimate cost.



A. Item 2 Common corner crack observed at left rear corner of home



A. Item 3 Common corner crack observed at right rear corner of home

B. Grading and Drainage

Inspected, Deficient

(1) Splash block or downspout extensions are absent at some gutter downspouts. Gutter downspouts should discharge a minimum of 18" away from the foundation.

I recommend that you consult a qualified, professional landscaper to evaluate further, determine the best method for repairs, estimate cost, and perform the repairs.



B. Item 1 Splash block or downspout extensions are absent at left rear corner of patio



B. Item 2 Splash block or downspout extensions are absent at right rear corner of garage

(2) High soil conditions observed at front of home. High soil conditions are conducive to wood destroying insects and should be avoided.

I recommend a minimum six inch foundation side wall exposure around the entire perimeter of the foundation.

I recommend that you consult a qualified, professional landscaper to evaluate further, determine the best method for repairs, estimate cost, and perform the repairs.



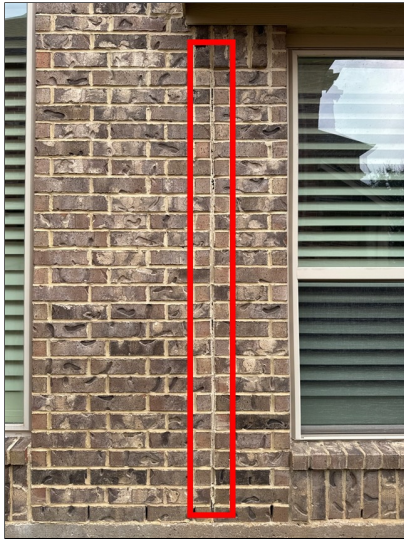
B. Item 3 High soil conditions observed at front of home, left of entry.

F. Walls (Interior and Exterior)

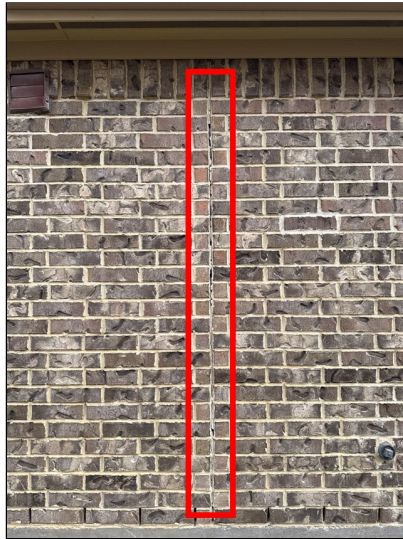
Inspected, Deficient

(1) The brick veneer expansion joint sealant has deteriorated. Recommend repair or replacement as necessary

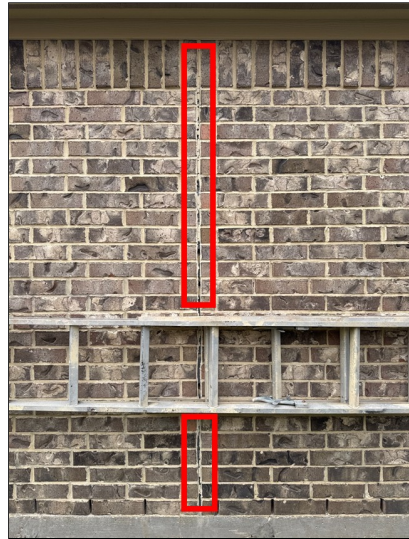
I recommend that you consult with a competent and qualified Contractor to evaluate further, determine the best repair methods, estimate costs, and to perform the repairs.



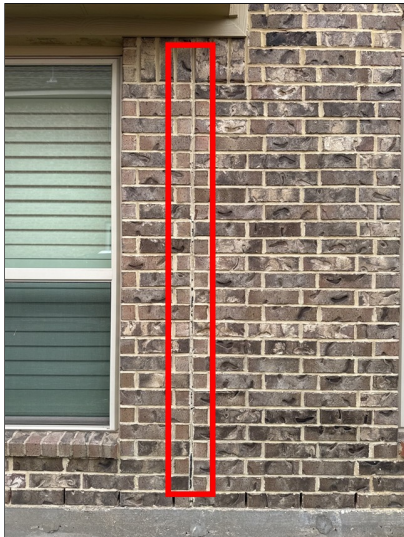
F. Item 1 The brick veneer expansion joint sealant has deteriorated at left side of home



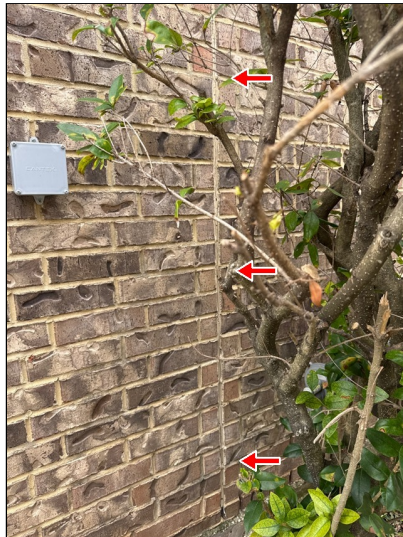
F. Item 2 The brick veneer expansion joint sealant has deteriorated at left side of home



F. Item 3 The brick veneer expansion joint sealant has deteriorated at right side of home



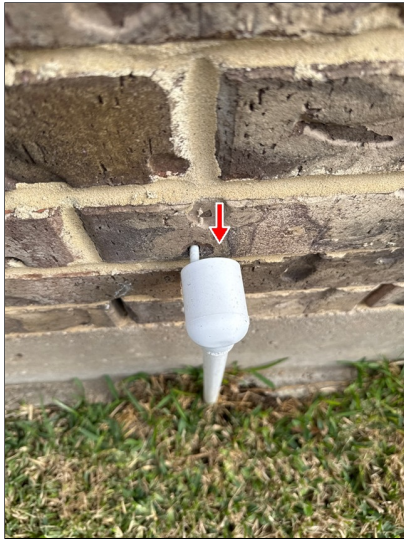
F. Item 4 The brick veneer expansion joint sealant has deteriorated at right side of home



F. Item 5 The brick veneer expansion joint sealant has deteriorated at right side of garage

(2) Exterior wall penetrations need to be sealed, to prevent moisture intrusion. Recommend correction as necessary.

I recommend that you consult with a competent and qualified Contractor to evaluate further, determine the best repair methods, estimate costs, and to perform the repairs.



F. Item 6 Exterior wall penetrations need to be sealed at left side of home



F. Item 7 Exterior wall penetrations need to be sealed at right side of garage

(3) Observed cracks in stone veneer. The condition appears to be cosmetic in nature and not structurally significant. Cosmetic repairs can be made by a competent and qualified brick mason.

I recommend that you consult with a competent and qualified masonry contractor to evaluate further, determine the best repair methods, estimate costs, and to perform the repairs.



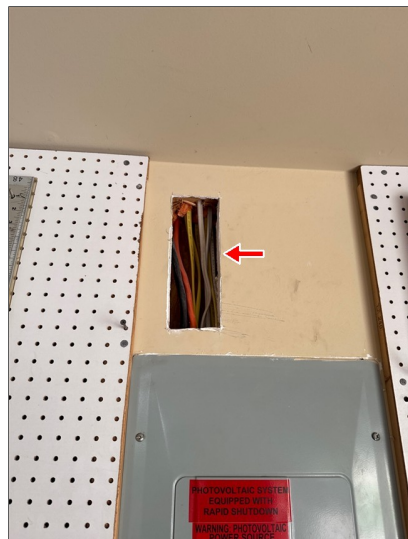
F. Item 8 Observed cracks in stone veneer at right side of entry



F. Item 9 Observed cracks in stone veneer at right side of entry

(4) Observed un-patched hole in drywall. Recommend correction as necessary.

I recommend that a competent, qualified, professional drywall contractor be consulted to determine the best method for repair, estimate costs, and perform the repairs.



F. Item 10 Observed un-patched hole in drywall at garage

G. Ceilings and Floors

Inspected, Deficient

Observed missing floor covering.

I recommend that you consult with a professional, qualified flooring contractor to evaluate further, determine the best method of repair, estimate cost and perform the repair.



G. Item 1 Observed missing floor covering at master closet

I. Windows

Inspected, Deficient

The perimeter sealant has deteriorated at window. Recommend correction to prevent moisture intrusion.

I recommend that you consult with a competent and qualified Contractor to evaluate further, determine the best repair methods, estimate costs, and to perform the repairs.



I. Item 1 The perimeter sealant has deteriorated at numerous windows throughout

II. Electrical Systems

A. Service Entrance and Panels

Inspected, Deficient

(3) No labels are present. I recommend correcting for safety reasons.

I recommend you contact a licensed professional electrical contractor to evaluate further, determine the best course of action, estimate costs and perform necessary repairs.



A. Item 4 No labels are present at solar sub-panel

B. Branch Circuits, Connected Devices and Fixtures

Inspected, Deficient

(5) Light fixture is missing globe/cover. Recommend installation to protect bulb and prevent dangerous contact with hot bulb.

I recommend you contact a licensed professional electrical contractor to evaluate further, determine the best course of action, estimate costs and perform necessary repairs.



B. Item 1 Light fixture is missing globe/cover at front left bedroom closet

(6) Observed loose conductors in attic space. These should be stapled up higher to prevent entanglement when walking through attic space.

I recommend you contact a licensed professional electrical contractor to evaluate further, determine the best course of action, estimate costs and perform necessary repairs.



B. Item 2 Observed loose conductors in attic space

III. Heating, Ventilation and Air Conditioning Systems

B. Cooling Equipment

Inspected, Deficient

(2) Air temperature test was performed using a thermometer to determine if the difference (Delta-T) between the supply and return air was between 18° and 21° across the evaporator coil; which would indicate that the unit is cooling as intended.

The air temperatures read:

Supply Air Temperature: 58.4°

Return Air Temperature: 71.2°

Differential Temperature: 12.8°

The low pressure line was cool to the touch at the condensing unit.

These conditions indicate that **the system is currently in need of servicing.**

I recommend that you consult with a licensed, qualified, heating, ventilation and air conditioning professional to evaluate further, determine the best method for repair, estimate cost and perform the repair.



B. Item 1 Condensing Unit Data Label



B. Item 2 Supply Side



B. Item 3 Return Side

(3) Master Bedroom Air temperature test was performed using a thermometer to determine if the difference (Delta-T) between the supply and return air was between 18° and 21° across the evaporator coil; which would indicate that the unit is cooling as intended.

The air temperatures read:

Master Bedroom Supply: 50.0°

Return air temperature: 67.8°

Differential Temperature: 17.8°

The low pressure line was cold to the touch at the condensing unit.

These conditions indicate that **the system is currently in need of servicing.**

I recommend that you consult with a licensed, qualified, heating, ventilation and air conditioning professional to evaluate further, determine the best method for repair, estimate cost and perform the repair.



B. Item 4 Condensing Unit Data Label



B. Item 5 Supply Side



B. Item 6 Return Side

IV. Plumbing System

A. Plumbing Supply, Distribution System and Fixtures

Inspected, Deficient

(2) Commode tank is loose at the bowl. Recommend correction as necessary.

I recommend that you consult with a licensed, qualified, professional plumber to evaluate further, determine the best course of action, estimate cost and perform the repairs.



A. Item 2 Commode tank is loose at the bowl at hall bath

V. Appliances

F. Microwave Ovens

Inspected, Deficient

Microwave has loud hum when running. Recommend correction as necessary.

I recommend that you consult with a competent and qualified appliance repairman to evaluate further, determine the best repair methods, estimate costs, and to perform the repairs.



F. Item 1 Microwave has loud hum when running

H. Garage Door Operator(s)

Inspected, Deficient

The auto reverse on obstruction feature does not function normally and is in need of adjustment for safety reasons. Recommend correction as necessary.

I recommend that you consult with a qualified, competent garage door operator installation/repair company to determine the best method for repair, estimate cost and perform the repair.



H. Item 1 The auto reverse on obstruction feature does not function normally at 2-car door

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic

items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

Prepared Using HomeGauge <http://www.HomeGauge.com> : Licensed To Darren W. Henley

ROCK RIVER INSPECTIONS, PLLC
Darren W. Henley - Professional Inspector
TREC License #21894
Tel: 832-397-0725

'Inspection Agreement'

ROCK RIVER INSPECTIONS, PLLC ("Company") and Darren W. Henley, Principal ("Inspector") is Licensed and regulated by: Texas Real Estate Commission ("TREC"), P.O. Box 12188, Austin, TX 78711-2811, (512) 936-3000, <http://www.trec.state.tx.us> and conforms to their Standards of Practice for Real Estate Inspections.

This agreement ("Agreement") is made and entered into by and between Inspector and Gary & Mary McSwain ("Client"), on 1/6/2026

Whereas Client hereby requests a TREC standard limited visual inspection (and/or optional inspections as requested) and written report, for Client use only, of the structure at **11523 Carson Field Ln., Cypress, TX 77433**, in consideration of the promise and terms of this agreement, the Company and Client agree to the following:

In providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected and input into HomeGauge inspection software and services, which inspector uses to produce the inspection report. This information may include personally-identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.homegauge.com/privacy.html>. Inspectors may choose to use this information to market new or related products and services to clients.

The Client will pay the agreed upon fee of **\$437.00** to Company for the inspection. Cost is based on square footage of covered space and attachments such as garages, decks, balconies, etcetera and the age of property inspected. Optional systems may be inspected at an additional cost, agreed upon prior to inspection. Payment is due in full prior to or at the time of the inspection. The report will not be delivered to Client, regardless of option period or builder's warranty expiration, until payment has been received. In the event the client cancels the appointment within 24 hours of the appointment time, there may be a \$75.00 cancellation fee invoiced. If the appointment is canceled within one hour of the appointment time, the cancellation fee as well as a \$50.00 trip charge will be invoiced. Client will pay all legal and time expenses incurred in collecting due payments.

The Company agrees to provide a TREC-licensed Inspector https://www.trec.texas.gov/apps/license-holder-search/?detail_id=1000039855 to perform a limited visual inspection ("Inspection") and written report (The "Report") according to the TREC Rules, which can be found at <https://www.trec.texas.gov/forms/property-inspection-report-0>.

The TREC standard inspection includes inspection of the following areas:

STRUCTURAL SYSTEMS:

foundations, grading and drainage, roof covering materials, roof structure and attic, walls (interior and exterior), ceiling and floors, doors (interior and exterior), windows, stairways (interior and exterior),

fireplaces and chimneys, porches, balconies, decks and carports.

ELECTRICAL SYSTEMS:

service entrance and panels, branch circuits, connected devices and fixtures.

HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS:

heating equipment, cooling equipment, duct systems, chases and vents.

PLUMBING SYSTEMS:

plumbing supply, distribution systems and fixtures, drains, wastes and vents, water heating equipment, hydro-massage therapy equipment.

APPLIANCES:

dishwasher, food waste disposers, range hood and exhaust systems, ranges, cooktops and ovens, built-in microwave ovens, mechanical exhaust vent and bathroom heaters, garage door operators, dryer exhaust systems.

Optional systems, including but not limited to, landscape irrigation (sprinkler) systems, swimming pools, spas, hot tubs and equipment, private sewage disposal (septic) system, private water wells, outdoor cooking equipment, out buildings, cabana or pool house may be inspected for additional fees, agreed upon prior to inspection.

Client understands that the inspection will be performed in accordance to the aforementioned TREC Standards of Practice, which contain certain limitations, exceptions, and exclusions.

Scope:

The scope of the Inspection is limited to a standard Inspection and the optional items requested by the Client and are visual in nature. The purpose of The Report is to document the Inspectors observations and opinions concerning the condition of the property listed above for the Client and no one else. The Report will include those items that the Inspector both observed and deems material. Design problems are not within the scope of this Inspection. The Inspection is not intended to be a technically exhaustive inspection of the structure, systems or components. Inspector does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the Inspection is to take place. If the Inspector holds a valid occupational license, in which case he/she may inform the Client that he/she is so licensed, and is therefore qualified to go beyond this basic home Inspection, and for an additional fee, perform additional inspections beyond those within the scope of the basic home inspection. The Report may not include minor settlement and minor cracks in concrete, brick veneer and walls that do not impair the structural function of the building. The Report may not include cosmetic defects: minor cracks, scrapes, dents and scratches on, or soiled or faded surfaces of the structure. This includes soiled, faded, torn or dirty floor, wall or window coverings. The Report is not to be construed as a total list of defects, existing or potential.

No test samples will be taken from any part of the structure unless specifically requested by Client and agreed to by Company, for additional charges.

Client agrees that Company may use sub-contractors to complete any of the inspection items. Any item other than those listed in the standard TREC Property Inspection Report REI 7-5 (05/04/2015) or those

included for additional fees, shall be considered outside of the scope of the Inspection Agreement.

Inspector may offer comments as a courtesy, but these comments will not compromise the bargained-for Report. The Report is only supplementary to the seller's disclosure.

Requirements and Limitations:

The building, its components and equipment are to be ready, operational and accessible for inspection, on the date and at the time scheduled, as indicated by this Agreement.

ALL utilities and pilot lights must be on and available to all applicable equipment so that the entire Inspection may be completed on the indicated date and time. If any utilities are not available at the time of inspection appointment, re-scheduling or a re-inspection may be required, for additional charges.

The inspection will not involve any destructive testing or dismantling.

The Inspector is not obligated to change light bulbs, light pilots, open supply valves, move furniture, obstructions or floor coverings; or remove panels to inspect any part of a building or equipment.

The pool/spa must be full, clean and operational. Deviations from these requirements that delay the Inspection are cause for an additional charge.

No Warranty Implied:

No Warranty is expressed or implied, as to the fitness for use, condition, performance or adequacy of any inspected structure, item, component or system.

This agreement is not a home warranty, guarantee, insurance policy or substitute for transfer of disclosure, which may be required by federal, state or municipal statutes. The inspection does not include areas or items that are inaccessible, concealed, obstructed or not in plain view.

The Report is the property of the Company and the Client and shall not be used by or transferred to any other person or company without both the Company and Client written consent. The Client assumes all risks for any/all conditions, which may be concealed from view or inaccessible at the time of the inspection.

Limitations:

The following specific limitations apply:

a) The company will have no liability for defects that cannot be observed by a normal inspection or cannot be determined by normal operation and it be conclusively shown that the mechanical device, electrical or structural component inspected was inoperable or in immediate need of repair or not performing the function for which it was intended at the time of inspection.

b) The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. The Company does not take responsibility for reporting noncompliance with any building, electrical, mechanical or plumbing codes established by municipal

ordinances or county regulations, on any existing structure.

c) Some safety issues may be addressed in the report; however, this is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

d) Company liability for the Inspection and Report are limited to a refund of the fee paid for this Inspection and Report ("Limited Liability"). The Limited Liability of the Company's principals, agents and associates is also limited to the fee paid by Client. This limitation applies to anyone damaged or expenses of any kind incurred due to errors or omissions in the Inspection and Report.

e) This Limited Liability limitation is binding on Client, Client's spouse, Heirs, principals, assigns and all others who may otherwise claim through Client. Client assumes the risk of all losses greater than the fee paid for the Inspection and Report. Client agrees to accept a refund of the fee as full settlement of any kind and any and all claims, which may arise from this Inspection and Report. In no event shall any liability arising under this Agreement or in connection with the Inspection exceed the amount of the fee charged for the Inspection.

f) The Inspection and Report issued pursuant to this Agreement are intended for the sole use and benefit of the Client and Company. The Inspection and Report are performed and prepared for the sole use of the Client, who gives Inspector permission to discuss observations with real estate agent(s), representative or other interested parties. Inspector accepts no responsibility for use or misinterpretation by third parties.

Discrepancies:

In the event a discrepancy develops regarding the services provided to the Client, the Client agrees to notify the Company of the problem by telephone, or other means, within five (5) business days and to allow the Company five (5) business days to respond. If the problem is not resolved satisfactorily and the Client desires to make a formal complaint, the Client shall send a written complaint to the company by certified mail, fully explaining the items involved and the nature of the complaint.

The Client agrees NOT to disturb, repair or have repaired anything that may constitute evidence relating to the complaint, except in the case of an emergency.

The Client agrees to allow the Company to examine the items involved in the written complaint and to allow the Company thirty (30) days from that date to reach an agreement and resolve the matter. Failure to comply with the above conditions will release Inspector, Company and its agents from any and all obligations and liabilities.

Should the matter not be resolved, the parties agree to abide by the ruling of a mutually agreed upon arbitrator who is knowledgeable and familiar with the professional home inspection industry and who is knowledgeable and familiar with the Texas Real Estate Commission, Standards of Practice for real estate inspection. Judgment on any award may be entered in any courts having jurisdiction and the arbitration decision shall be binding on all parties.

Disputed property and equipment must be made accessible for re-inspection during the settlement process. Secondary or consequential damages are specifically excluded. All claims must be presented within one year of the date of the Inspection. Client shall have no cause of action against the company or Inspector after one year from the date of the Inspection.

In the event the Client commences with arbitration and is not successful in it, the Client will bear all of the Companies expenses incurred in connection therewith including but not limited to, attorney's fees and reasonable fees to the contractors employed by the Company to investigate, prepare for or attend any proceedings or examination.

The Report to be prepared by the Inspector shall be considered the final exclusive findings of the Inspector of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the Report. Client further understands and agrees that the Inspector reserves the right to modify the Report for a period of time that shall not exceed forty-eight (48) hours after the Report has been first delivered to Client.

Fee and other valuable consideration disclosure:

For the purpose of Texas civil statutes, Article 6573a, (the ACT), § 23 (I), the commission deems the following conduct by a licensed inspector to be dishonest and grounds for disciplinary action:

- (1) Accepting a fee or other valuable consideration in a transaction from a person or entity other than the inspector's client, without first disclosing to all parties in the transaction that the inspector intends to receive the fee or other valuable consideration, and obtaining the consent of the inspector's client.
- (2) Paying a portion of any fee received by the inspector to a service provider or a participant in a real estate transaction, other than the inspector's client, without the consent of the inspector's client.

No oral agreements:

This agreement represents the entire agreement between Company and Client. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by both Company and Client. If any court declares any provision of this agreement invalid or unenforceable, the remaining provisions will remain in effect.

By agreeing to (electronically signing) this document, I acknowledge that I have read and understand this entire Agreement. This Agreement shall be construed and enforced in accordance with the contractual laws of the State of Texas.

Gary & Mary McSwain acknowledges receipt and signing of an electronic copy of this agreement separately, apart from this report attachment.



Rock River Inspections, PLLC

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832-397-0725

After Closing

Sometime after closing you may discover something wrong with the home, and you may be upset or disappointed in your inspection. Here are some things we would like you to keep in mind.

Concealed or Intermittent Problems

Some problems can only be discovered by living in a home. They cannot be discovered within the few hours of a home inspection. For example, some shower stalls leak while used with the weight of a person standing in the shower moving around with water running for an extended period of time. This cannot be replicated during an inspection. Some roof leaks only appear during specific conditions, such as rain with a strong wind from a certain direction. Some problems will only be discovered when furniture is moved, carpet or rugs lifted or drywall is removed. These situations are outside the scope of the inspection you received.

No Signs

Some problems may have existed during the time of inspection, but there were no signs or visual clues to their existence. Our inspections are based on the visible conditions that exist at the time of inspection. If there are no signs of a past problem, it is unfair to assume we should foresee a future problem.

We Do Miss Some Minor Problems

As you might discover the inspection report did not list some minor items you notice when you later walk through. The report might seem inconsistent because we identified some minor problems, but not others. The minor problems that are identified, were discovered while looking for significant problems.

These were noted simply as a courtesy. Remember, the intent of the inspection is not to identify the \$200 problem, but it is to attempt to discover the \$2000 problem. These are the problems that can affect people's decision to purchase a property.

Contractor Advise

A common source of dissatisfaction with home inspectors stems from comments made by contractors. Contractors' opinions often differ from ours. Don't be surprised when any number of roofers want to sell you a new roof, rather than perform minor repairs we identify, to prolong the life of the existing roof covering.

"Last Man In Theory"

While our advice represents the most prudent approach to a problem, some contractors are reluctant to perform the repairs. This is because of the *Last Man In Theory*. The contractor fears if he/she is the last person to work on or repair the roof, he/she will be blamed if the roof leaks, regardless of whether or not the roof leak is their fault. The contractor's logic is, rather than take on the liability of repairing an existing roof, sell the customer a new roof which will pay more money and reduce the likelihood of a callback. This is understandable, but not necessarily in YOUR best interest.

Most Recent Advise is Best?

More to the *Last Man In Theory*. It suggests that it is human nature for homeowners to believe the last bit of "expert" advice. As home inspectors, we unfortunately find ourselves in the position of "*First Man In*" and consequently our advice is often disbelieved or disregarded. Always try to remember, we are trying to represent YOUR best interest, not trying to sell you anything.

How Did We Miss That?

Contractors might say, "you had this home inspected, and they did not find this problem". There are several reasons there might be an apparent oversight:

- 1. Conditions During Inspection** - It can be difficult for homeowners to remember the circumstances in the home, at the time of inspection. There were storage items everywhere, packed moving boxes or just plain clutter. The exterior temperature was too cold to operate the A/C unit, or a car was in the garage that blocked the attic access, etcetera. It is impossible for the contractor to know the conditions when we were in the home, versus when they are there, making that statement.
- 2. The Wisdom of Hindsight** - When a problem arises, anyone can have 20/20 hindsight vision. It's easy to say that pipe has a leak, when there is 2" of water standing on the floor. Predicting the problem will occur and when, is a totally different story.
- 3. A Long Look** - If we spent 30 minutes under the kitchen sink or 45 minutes dismantling the furnace, we would find more problems too. Unfortunately, the inspection would take days and be considerably more expensive.
- 4. We Are Generalists** - Home inspectors are generalists not specialists. The HVAC contractor may indeed have more heating expertise than we do. We are expected to be heating experts, plumbing experts, electrical experts, structural experts, etcetera.

5. Invasive Look - Problems can be apparent when floor coverings are removed, walls are opened up or cabinets and fixtures are removed. A home inspection is a visual observation of the existing conditions, at the time of inspection. We don't perform invasive or destructive tests, or dismantle any component of a home, appliance or mechanical equipment.

Not Insurance

In conclusion, a home inspection is designed to better your odds, not eliminate all risks. For that reason, a home inspection should not be considered an insurance policy. The premium an insurance company would have to charge for a policy with no deductible, no limits and an indefinite policy period, would be exponentially more costly than what we charged for your inspection. It would also not include the value, to you, added by the inspection.

Thank you for your business.

Referrals and Testimonials are the life blood of my business.

I would greatly appreciate any you would be willing to offer.

Please call for any future inspection needs.

