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INSPECTED FOR

Maria Fernandez
2534 Halstead Dr
Spring, TX 77386

March 23, 2023



PROPERTY INSPECTION REPORT FORM

Maria Fernandez <i>Name of Client</i>	03/23/2023 <i>Date of Inspection</i>
2534 Halstead Dr, Spring, TX 77386 <i>Address of Inspected Property</i>	
Brendan Andrew Hirshey <i>Name of Inspector</i>	22135 <i>TREC License #</i>
<i>Name of Sponsor (if applicable)</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.

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

Inspection Time In: **9 am** Time Out: **12 pm** Property was: **Vacant**
Building Orientation (For Purpose Of This Report Front Faces): **North**
Weather Conditions During Inspection: **Cloudy Overcast**
Outside Temperature During Inspection: **70 ° to 80 ° Degrees**
Parties Present at Inspection: **No other parties present during inspection.**

THIS REPORT IS PAID AND PREPARED FOR THE EXCLUSIVE USE BY Maria Fernandez. THIS COPYRIGHTED REPORT IS NOT VALID WITHOUT THE SIGNED INSPECTION AGREEMENT.

THIS REPORT IS NOT TRANSFERABLE FROM CLIENT NAMED ABOVE.

SCOPE OF INSPECTION

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

GENERAL LIMITATIONS

The inspector is not required to:

(A) inspect:

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

(B) report:

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

(C) determine:

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

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

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

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

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

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

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

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

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

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

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

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I NI NP D

I. STRUCTURAL SYSTEMS

A. Foundations

Type of Foundation(s): Slab on Ground

Comments:

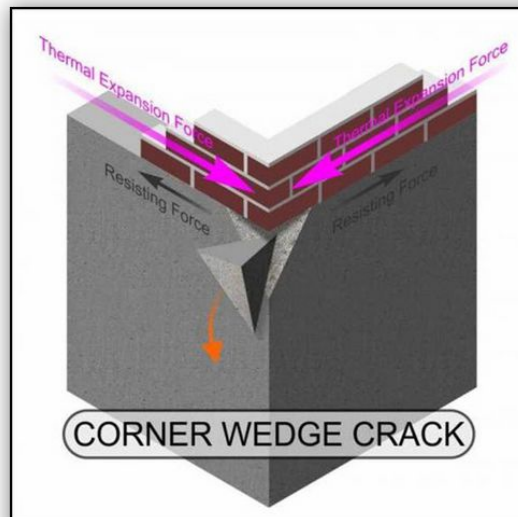
Foundation Is Performing Adequately

In my opinion, the foundation appears to be providing adequate support for the structure at the time of this inspection. I did not observe any apparent evidence that would indicate the presence of adverse performance or significant deficiencies in the foundation. The interior and exterior stress indicators showed little effects of adverse performance and I perceived the foundation to contain no significant unlevelness.

Additional Observations and/or Comments:

- The concrete beam was observed to have some deterioration (scaling and/or spalling) on the east side of the structure.

Note: One or more of the foundation perimeter beam corners were observed to be sheared off (corner pop). This is a common condition to observe and is due to thermal expansion and contraction of the different building materials. This condition does not adversely affect the foundation performance. However, in some cases, some cosmetic improvements may be necessary.



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

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

B. Grading and Drainage

Comments:

Grading & Drainage

- Marginal site drainage was observed on the north, east, west and south sides of the structure. Proper drainage is needed to help prevent water from standing and/or ponding next to the foundation beam. Corrective measures may be needed if the water stands within 10-feet of the foundation perimeter beam for more than 24-hours.
- Fill dirt is needed on the south side of the structure. The low spots in the finished grade (ground) adjacent to the foundation perimeter wall need to be filled in to help prevent water from standing and/or ponding next to the foundation area.

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Gutter & Downspout System

- Damaged gutters were observed on the south side, north side of the roof structure.

Note: The gutter downspouts should discharge water at least thirty-six inches (36") away from the foundation perimeter beam. Storm water should be encouraged to flow away from the structure at the point of discharge.



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C. Roof Covering Materials

Type(s) of Roof Covering: Composition

Viewed From: Drone

Comments:

Roof Covering

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

- One or more of the shingles were observed to be lifting on the north side of the roof structure.

Note: The inspector inspected the roof with a drone due to the height and structure type. The drone will help identify major issues but cannot detect the smaller deficiencies that can be identified by walking the structure.

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



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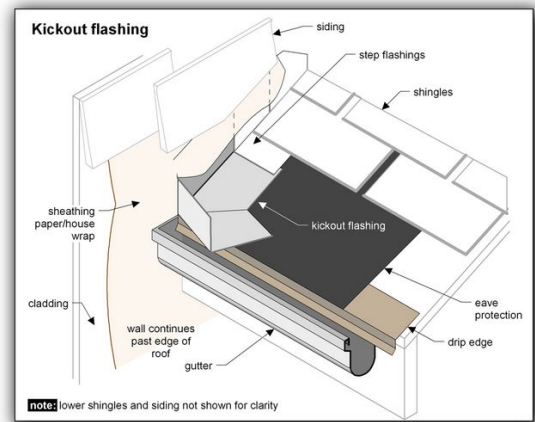
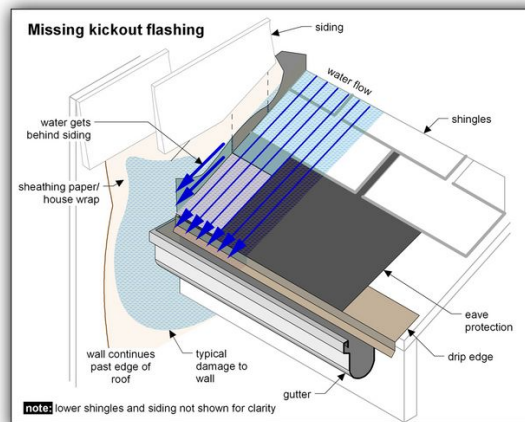


Flashing Details

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

- The flashing is lifting and/or pulling loose on the north side of the roof structure. This condition could allow water intrusion at this location.
- It is recommended to paint the flashing details to prevent rust and/or UV damage.
- One or more of the roof level plumbing vent stack flashing details are buckled downward around the plumbing stack. This condition could allow water penetration at this point and corrective measures are recommended.
- It is recommended to properly seal the storm collar(s) at the roof level gas equipment vent pipe(s) to help prevent water intrusion into the structure.
- There was no kickout flashing details observed at the lower bottom edge of the roof line interface and the sidewall that continues past the edge of the roof. The lack of this kickout flashing could allow water to penetrate at these points.

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



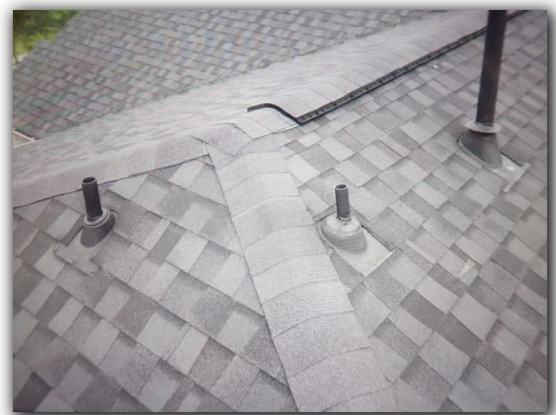
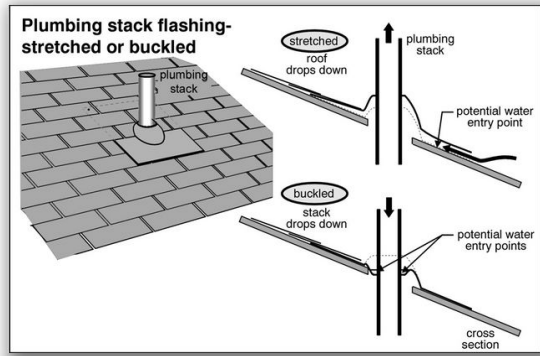
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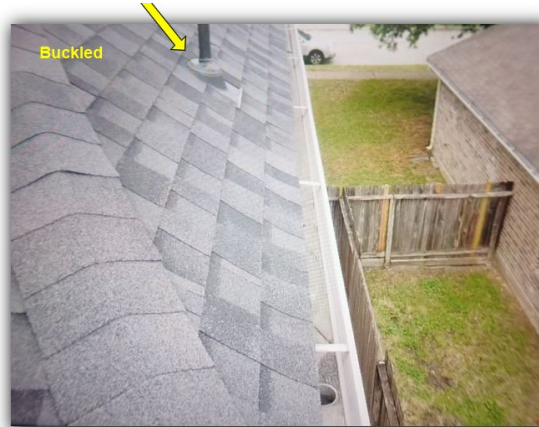
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Notice: Life expectancy of the roofing material is not covered by this property inspection report. If any concerns exist about the roof covering life expectancy or potential for future problems, a roofing specialist should be consulted. The Inspector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

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

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D. Roof Structures and Attics

Viewed From: From Interior of Attic

Approximate Average Depth of Insulation: 4” to 6”

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

Insulation Type: Loose Filled, Batt or Blanket

Description of Roof Structure: Rafter Assembly

Attic Accessibility: Partial

Comments:

Roof Structure

- It is recommended to seal all openings between the soffit and roof covering to prevent pest/rodent intrusion at this point.

Attic Ventilation

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

Attic Insulation

- The attic insulation is lower than typical and it is recommended to add additional insulation to achieve at least a R-30 rating.
- The attic floor insulation should be redistributed in one or more locations.

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Attic Ladder

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

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

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E. Walls (Interior and Exterior)

Comments:

Description of Exterior Cladding: Wood Type Veneer, Brick Veneer and Fiber Cement Board

Interior Walls & Surfaces

- Interior wall joint cracks were observed in the several locations throughout the house.
- Wall surface damage was observed in the several locations throughout the house.
- Water stains and water damage was observed on the wall finishes in the several locations throughout the house. The cause and remedy should be further evaluated and corrected as necessary.
- Elevated moisture levels were detected in the wall finished surfaces in the garage, family room, hall bathroom. The cause and remedy should be further evaluated and corrected as necessary. **Additional Note:** Due to the elevated moisture, other adverse conditions such as mold-like substance growth, wood rot/deterioration and wood destroying insects are possible.
- The baseboards were observed to be water stained and/or damaged in the hall bathroom, primary bathroom. The cause and remedy should be further evaluated and corrected as necessary.

Notice: The inspector was unable to inspect all of the interior surfaces because of window treatments, personalized wall treatments / finishes, personal effects, large, heavy or fragile storage and/or furniture.

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

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

Note: A strong mold like odor was observed in the upstairs hall bathroom.

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Cabinets & Cabinet Surfaces

- Some of the closets were observed to be unfinished.



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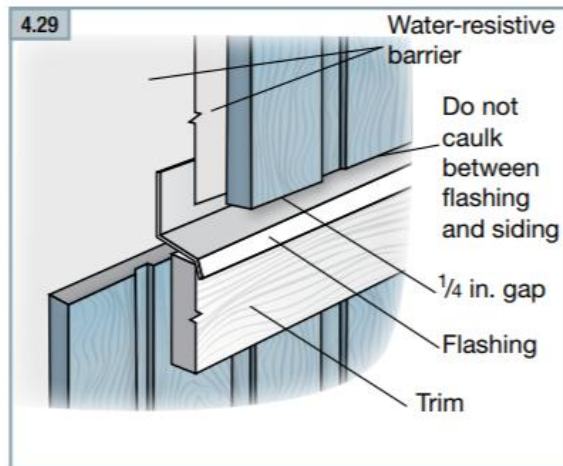
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Exterior Walls & Surfaces

- The area between the exterior cladding / veneer and all of the wall penetrations / openings should be properly sealed. Areas such as utility connections, downspouts, hose bibbs, lighting fixtures, receptacles, vent termination covers, etc. It is recommended to use an elastomeric sealant.
- The wall expansion joint(s) should be properly sealed on the west side of the structure. It is recommended to use an elastomeric sealant.
- The steel lintels over the exterior doors and windows should be painted.
- Mortar improvements are recommended for the exterior masonry veneer on the north side of the structure.
- It is recommended to add a fresh coat of exterior paint where needed to the exterior veneer.
- The exterior veneer / cladding has some deterioration and/or damage on the west side, south side, east side of the structure.
- The wood veneer trim has some deterioration or damage on the east side, south side of the structure.
- The garage door trim has some deterioration and/or damage at the bottom.
- I was unable to locate or observe head flashing details above the projected wood trim on the exterior walls. Under current building standards, there should be through-wall flashing continuously above all projected wood trim on the exterior wall veneer to help prevent water intrusion from occurring at these points.

Note: Mortar and/or brick cracks were observed in the exterior veneer of the structure.

Note: Previous repairs to the exterior masonry mortar / grout was observed on the exterior of the structure.



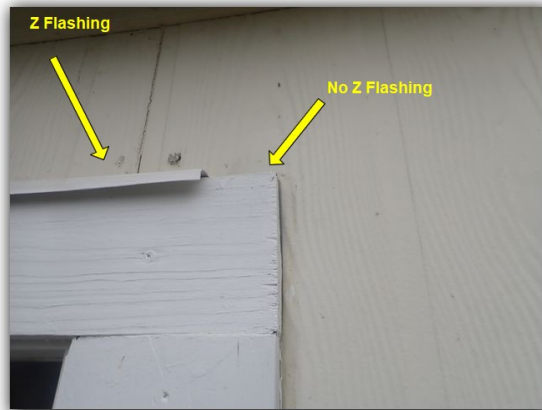
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F. Ceilings and Floors

Comments:

Ceilings

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

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

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



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Floors

- The floor covering is stained in one or more locations of the home.
- The floor covering is worn and/or damaged in one or more locations of the home.
- The floor tile(s) were observed to be cracked and/or damaged in the kitchen.
- Elevated moisture levels were detected in and/or under the flooring material in the hall bathroom. The cause and remedy should be further evaluated and corrected as necessary. **Additional Note:** Due to the elevated moisture, other adverse conditions such as mold-like substance growth, wood rot/deterioration and wood destroying insects are possible.

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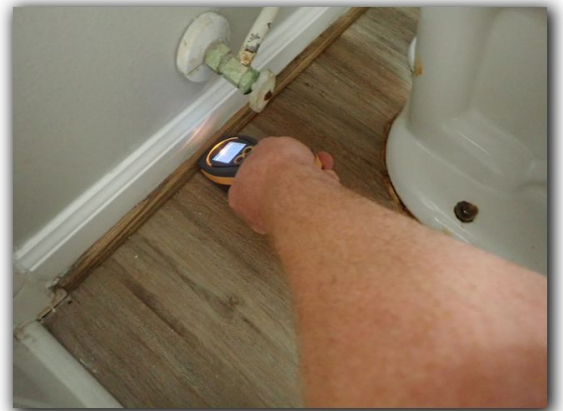
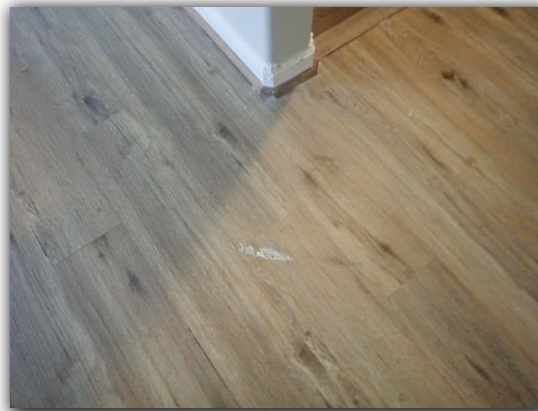
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Note: Some cracking of the garage concrete floor finish was observed.

Note: The upstairs sub-floors (flooring) is noisy when walked over.



G. Doors (Interior and Exterior)

Comments:

Interior Doors

- The door frame is damaged to the several locations throughout the house.
- The door is damaged to the several locations throughout the house.
- The door hardware is loose to the several locations throughout the house.
- The door hardware does not function properly to the primary bedroom.
- The door is missing to the primary bedroom closet.
- The exterior door threshold has deterioration and/or damage to the backyard entry.

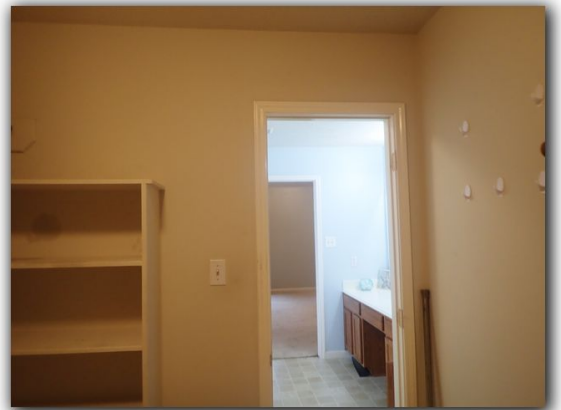
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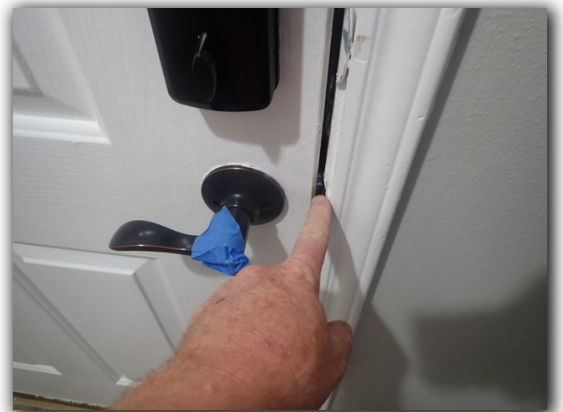
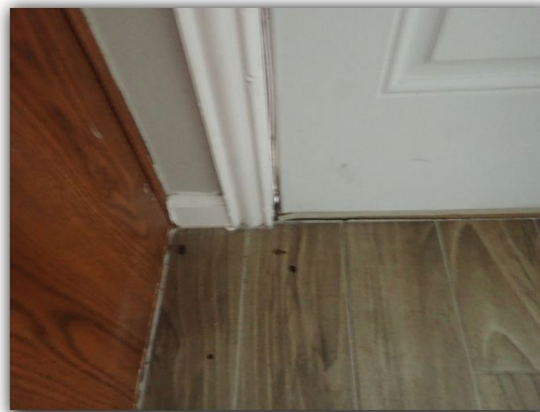
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Exterior Doors

- Weather-stripping improvements are recommended for the front entry, backyard entry, garage entry exterior door(s).
- Visible evidence of previous water intrusion was observed at and/or around the exterior backyard entry, front entry door(s). The cause and remedy should be investigated and corrected as necessary.
- The door is damaged to the garage, backyard entry door.
- The door hardware does not function properly to the front entry door.
- The garage entry door is not equipped with a self-closing device.



Overhead Garage Door

- Some damage to the overhead garage door was observed.

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H. Windows

Comments:

Window Screens

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

Windows

- The window sill(s) have deterioration and/or damage to the several locations throughout the house.
- Visible evidence of previous water intrusion was observed at and/or around the window(s) in the several locations throughout the house. The cause and remedy should be investigated and corrected as necessary.
- The window lock(s) are not latching properly in the several locations throughout the house.
- The window frame is damaged in the rear corner bedroom.
- The window sash guide is damaged in the several locations throughout the house.
- The window guide is damaged and the window will not stay in the open position in the several locations throughout the house.
- One or more of the thermal pane windows were observed to have lost their seals. This has resulted in condensation or a fog like film to develop between the panes of glass. The thermal pane windows no longer function as designed when they lose their seal and replacement may be necessary. The windows that have noticeably lost their seals are listed but may not be limited to the following:
dining room.

(Total 1)

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

- One or more of the windows are stiff and hard to operate in the several locations throughout the house.
- One or more of the window blinds were observed to be damaged/or not operating properly in the several locations throughout the house.

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

Additional Notice from the Inspector: It is the opinion of this inspector that although this component may be functioning as intended or in need of minor repairs, you should be aware that this is an older component and the future life expectancy cannot be determined. You can continue to use and service this component until replacement is necessary.

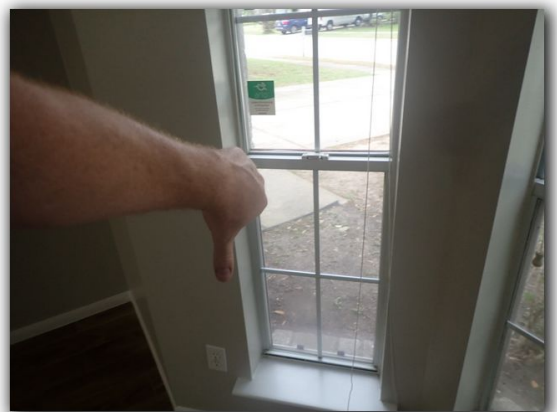
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NI=Not Inspected

NP=Not Present

D=Deficient

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I. Stairways (Interior and Exterior)

Comments:

- The stairway guard balusters and/or spindles are installed too far apart under current building standards. This may be an “as-built” condition but per TREC standards of practice we are required to report this condition as a deficiency. You may consider corrective measures for improved safety.\



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J. Fireplaces and Chimneys

Comments:

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

-

K. Porches, Balconies, Decks, and Carports

Comments:

Porches / Patio

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

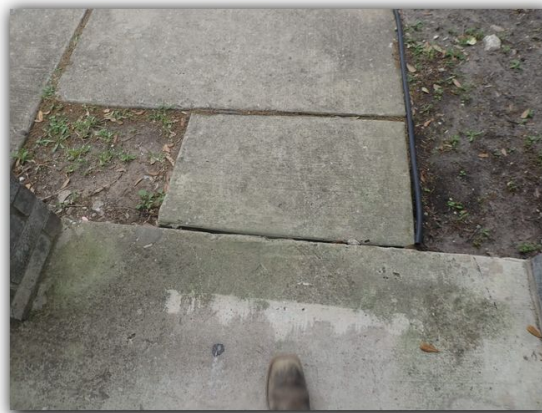
Driveway

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



Sidewalk(s)

- The sidewalk has settled somewhat. If this condition persists or if the sidewalk becomes a trip hazard, improvements should be made.



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II. ELECTRICAL SYSTEMS

A. Service Entrance and Panels

Comments:

Panel Box

Box Rating and/or Main Disconnect Rating: 150 amps

Box Location: Garage

Cabinet Manufacturer: Square D

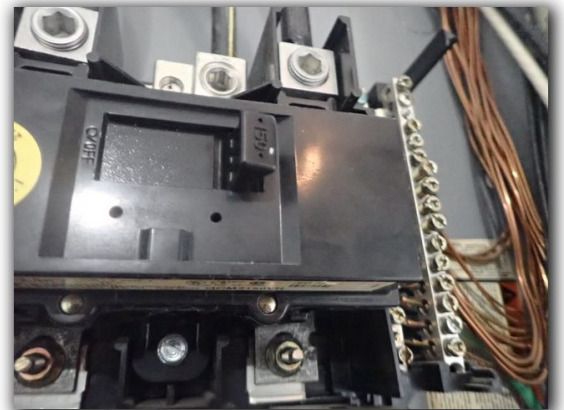
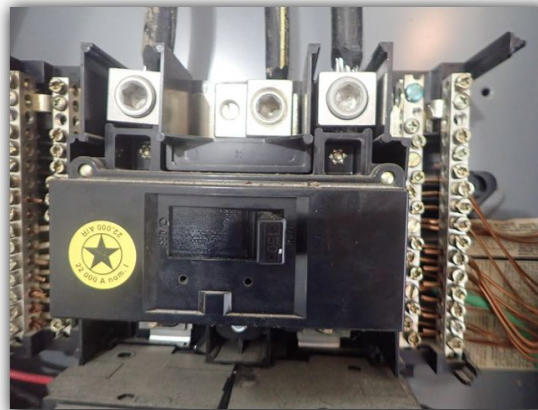
Branch Circuit Wire Type: Copper

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

- The manufacturers listing plate on the outside condenser/coil list that the maximum over current device (breaker) to be used should not exceed 50-amp. There is a 60-amp breaker in place at this time. This breaker in place does not meet the manufacturers listing plate requirements.
- A buzzing/arcing noise was heard at the panel box. This could be due to overheating, loose breakers or improper connections. This condition should be evaluated by a licensed electrician and repaired to prevent future damage to the structure.

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

Note: The ground electrode rod is bent and poses a safety risk in the west yard.



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Arc-Fault Circuit Interrupter Protection (AFCI)

- Not all of the required dwelling unit devices, receptacle and lighting outlets (switches, receptacles and fixtures) are connected to an arc-fault circuit-interrupter (AFCI) circuit device. AFCI devices were first required under the 1999 National Electrical Code and under the 2014 NEC, all living space, kitchen and laundry room devices, receptacle and lighting outlets (switches, receptacles and fixtures) should be connected to an arc-fault circuit interrupter (AFCI) device.

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B. Branch Circuits, Connected Devices, and Fixtures

Type of Wiring: Copper

Comments:

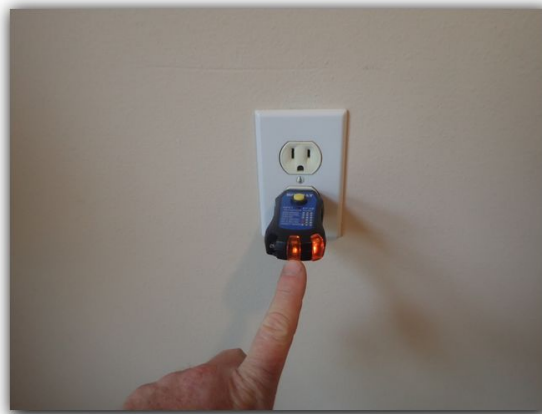
Receptacle Outlets

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

- There are no tamper resistant receptacles installed at the time of inspection. Under current building standards, all receptacles that are less than five and a half feet above the floor should be tamper resistant. This is an "as built" condition, but per TREC standards of practice, we are required to report this condition as deficient. Tamper Resistant outlets are required per the 2008 National Electric Code. You may consider corrective measures for improved safety.
- One or more of the receptacles were observed to be loose at the wall mount in the several locations throughout the house.
- One or more of the receptacle cover plates are loose/or damaged in the several locations throughout the house.
- One or more of the receptacles appeared to have a weak ground connection in the laundry room.

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

Note: Some of the receptacles in the home were inaccessible and could not be reached for inspection due to height, personal effects, heavy storage, furniture or conditions outside the control of the inspector.



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Arc-Fault Circuit Interrupter Protection (AFCI)

- Not all of the required dwelling unit devices, receptacle and lighting outlets (switches, receptacles and fixtures) are connected to an arc-fault circuit-interrupter (AFCI) circuit device. AFCI devices were first required under the 1999 National Electrical Code and under the 2014 NEC, all living space, kitchen and laundry room devices, receptacle and lighting outlets (switches, receptacles and fixtures) should be connected to an arc-fault circuit interrupter (AFCI) device.

Switches

- The switch/ or cover plate is damaged in the several locations throughout the house.

Note: I was unable to determine the operation end of one or more of the switches.



Fixtures

- One or more of the light fixtures are inoperative in the several locations throughout the house. This may be due to a bad bulb or some other unknown condition. This condition should be further evaluated and corrected as necessary.

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Smoke Alarms

- One or more of the smoke alarms are missing in the several locations throughout the house.

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

Note: Due to location, height or conditions outside the control of the inspector, one or more of the smoke alarms were inaccessible and could not be tested at the time of this inspection.



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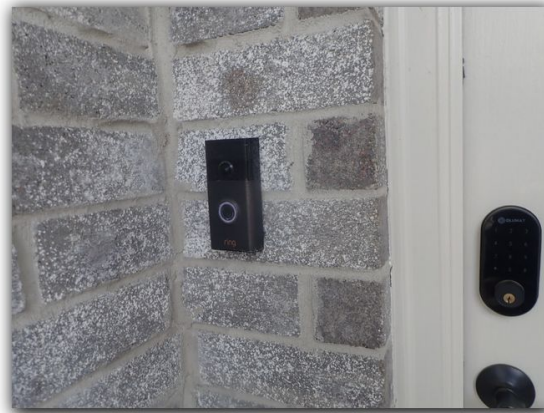
Carbon Monoxide Alarms

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

Doorbell / Chime

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

Note: There is a smart/camera-style doorbell installed. The inspector may not be able to test the operation of the doorbell chime component due to the chime being bypassed by the upgraded doorbell system.



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III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

A. Heating Equipment

Type of Systems:

Energy Sources:

Comments:

Central Heating System – Energy Source: Gas

Brand Name: Carrier

- The heating unit flue (vent pipe) has inadequate clearance from combustibles materials. Double walled vent pipes should have at least 1-inch of clearance and single walled vent pipes should have at least 6-inches of clearance from combustible material.



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B. Cooling Equipment

Type of Systems:

Comments:

Central Cooling System

Today's Temperature Differential (Delta-T): 20

Approximate System Age: **2017**

Approximate System SEER: **16**

Approximate System Size: **5 ton**

Brand Name: **Trane**

Freon Type: **R410A**

The HVAC system and equipment should be checked and serviced by a Qualified / Licensed HVAC Technician. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- The dirty air filter should be replaced.
- Damaged, deteriorated and/or missing insulation on the refrigerant lines should be repaired or replaced at the outside condenser.
- The auxiliary/secondary drain pan under the coil housing is rusted and should be replaced.
- The manufacturers listing plate on the outside condenser/coil list that the maximum over current device (breaker) to be used should not exceed 50-amp. There is a 60-amp breaker in place at this time. This breaker in place does not meet the manufacturers listing plate requirements.
- The electrical wire conduit has pulled loose at the outside condenser housing and/or service disconnect.
- The outside condenser show signs of rust and/or deterioration. This condition should be further evaluated and corrected as necessary.
- The service disconnect interior box is loose at the wall. This should be corrected for reasons of safety.
- The inspector identified rust stains on the exterior wall due to **previous** water leaking from the secondary drain line in the attic space.

Note: Previous water leakage was observed from around the base of the indoor coil housing. This condition should be closely monitored and corrected if necessary.

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



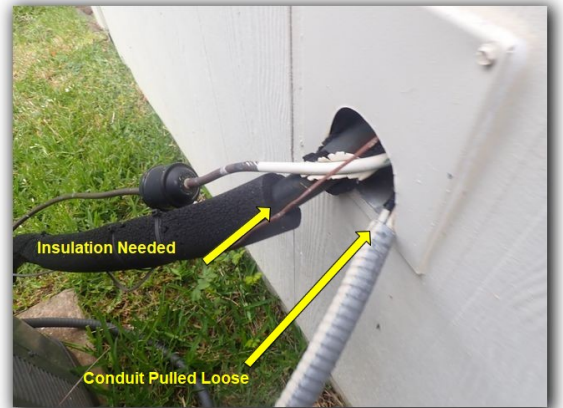
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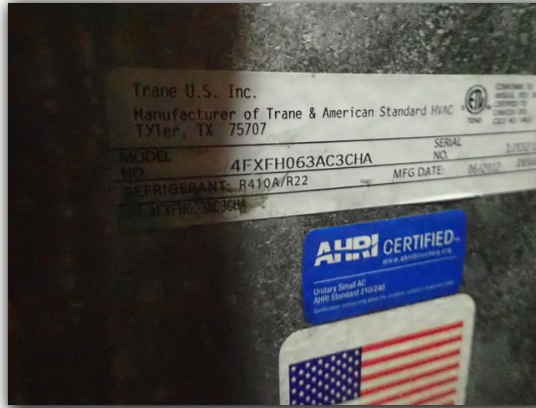
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Notice: Temperature differential readings (Delta-T) are an accepted industry standard of practice for testing the proper operation of the cooling system. Our company policy normal acceptable range is considered approximately **between 15 to 20 degrees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

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C. Duct Systems, Chases, and Vents

Comments:

The HVAC duct system and equipment should be checked and serviced by a Qualified / Licensed HVAC Technician. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- The duct work in the attic area is not properly suspended and separated to help prevent condensation from developing. It is recommended to separate and suspend the duct work with supports in minimum intervals of 4-feet that have a minimum width of 1.5-inches.
- There is visible dust and/or mildew on some of the air registers. The cause and remedy should be further evaluated. It is recommended to have the air registers and duct system cleaned for air quality purposes.
- The air register is loose at the ceiling in the several locations throughout the house.
- The air register has poor air flow in the several locations throughout the house.

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

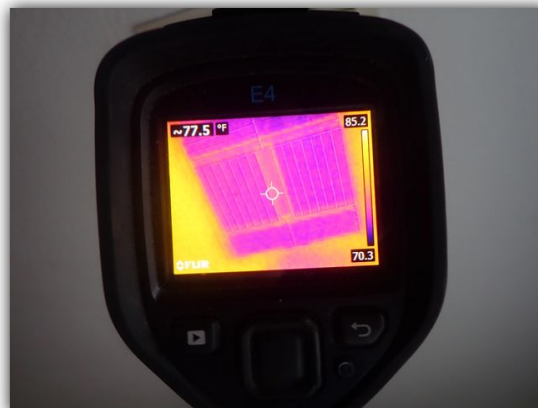
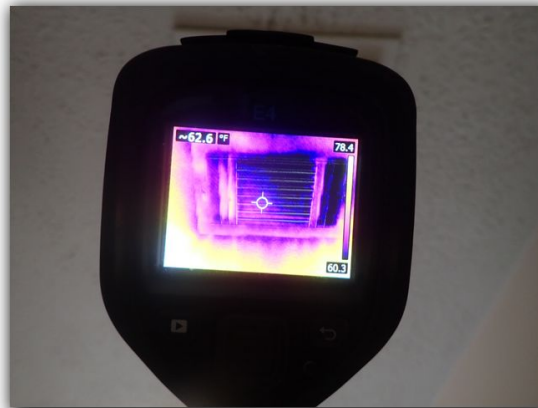
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IV. PLUMBING SYSTEMS

A. Plumbing Supply, Distribution Systems and Fixtures

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

Location of main water supply valve: Garage Area

Static water pressure reading: 50 to 60 psi

Type of supply piping material: CPVC

Comments:

Water Supply System

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

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

Note: All exposed exterior, crawl space and/or attic water lines should be protected (insulated) from physical or UV damage and/or possible freeze.



Exterior Faucets/Fixtures

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

Laundry Connections

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

Note: The laundry hose bib connections are inaccessible at the time of this inspection. I was unable to get to the hose bibs for inspection due to the laundry equipment in place and/or personal effects, heavy storage, or other conditions outside the control of the inspector.

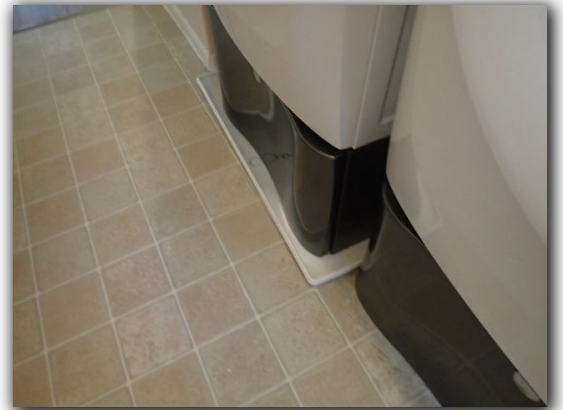
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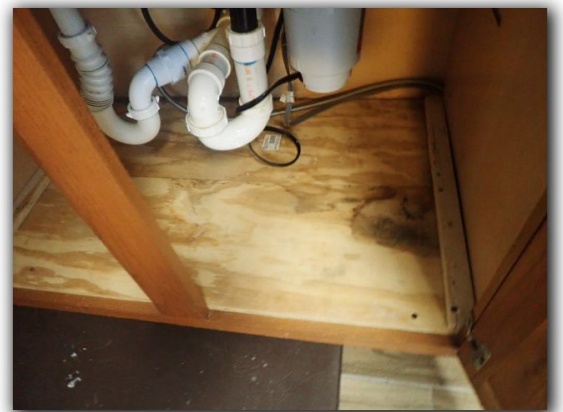
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Kitchen Sink

- The faucet assembly is loose.
- The drain line is made of corrugated material. It is recommended to use smooth wall/PVC type material to prevent blockage/poor drainage.
- The faucet hot/cold water orientation is reversed.

Note: Previous water leaks were observed at and/or around the drain connections under the sink. This would indicate previous problems and should be closely monitored and corrected when necessary.



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Primary Bathroom

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

Lavatory / Sink

- The sink has some surface damage.

Bathtub

- The faucet assembly is loose.
- Cracked, deteriorated and/or missing grout and/or caulking should be repaired or replaced as necessary.
- The faucet assembly is not sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.
- The shelf in the cabinet under the sink is damaged.
- Cracked, deteriorated and/or missing grout and/or caulking should be repaired or replaced as necessary.
- The shower spout is leaking at the neck connection.

Commode / Toilet

- Debris was observed in the commode. This should be removed before operating.



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Hall Bathroom

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

Lavatory / Sink

- The faucet has low water pressure when two or more fixtures are operated at the same time.
- The stopper does not function properly.

Bathtub

- Cracked, deteriorated and/or missing grout and/or caulking should be repaired or replaced as necessary.
- The faucet assembly is not sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.
- The bathtub has some surface damage.
- The bathtub spout leaks at the base near the wall. This condition should be corrected to help prevent water from leaking into the wall cavity.

Commode / Toilet

- The commode is loose at the floor mount.
- The commode leaks water onto the floor. The cause and remedy should be further evaluated and corrected as necessary.

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



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Half Bath

Commode / Toilet

- The commode is loose at the floor mount.

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

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B. Drains, Wastes, and Vents

Type of drain piping material: PVC

Comments:

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



Notice: Reporting the condition of drains, wastes and vent piping that is not completely visible and/or accessible or; reporting any defect or deficiency that requires extended use of the system to develop or does not become evident during our limited cursory and visual survey is outside the scope of the inspection. This is a limited cursory and visual survey of the accessible general conditions and circumstances present at the time of this inspection. Opinions are based on general observations made without the use of specialized tools or procedures. Therefore, the opinions expressed are one of apparent

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conditions and not of absolute fact and are only good for the date and time of this inspection. *The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.*

C. Water Heating Equipment

Energy Sources:

Capacity:

Comments:

Water Heater – Energy Source: **Gas**

Location: **Attic**

Approximate Capacity: **40 Gallons**

Approximate Age: **2021**

Brand Name: **Rheem**

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

- There is debris at the water fixtures when the hot water is operated. This condition should be further evaluated and corrected as necessary.
- Some corrosion was observed at the water supply connections at the top of the water heater.
- The roof level flue storm collar should be properly sealed to help prevent water intrusion into the structure.

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



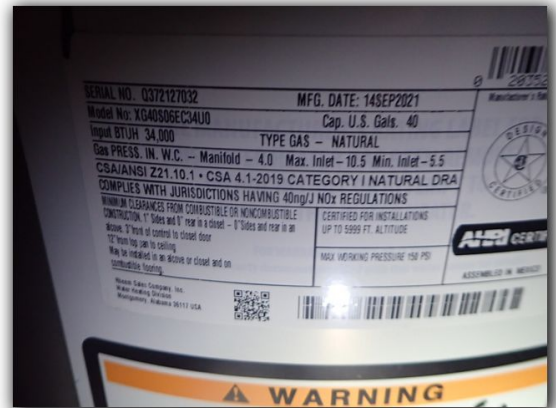
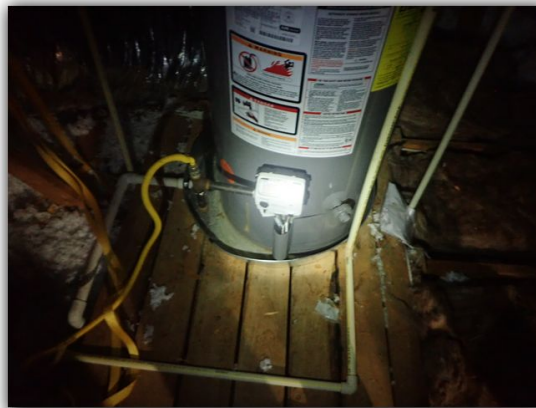
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D. Hydro-Massage Therapy Equipment

Comments:

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

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E. Gas Distribution Systems and Gas Appliances

Location of gas meter: Within 3-feet of west exterior wall.

Type of gas distribution piping material: Black Steel Pipe

Comments:

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



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

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

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V. APPLIANCES

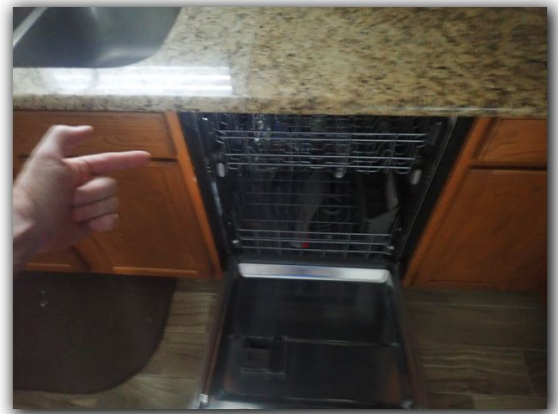
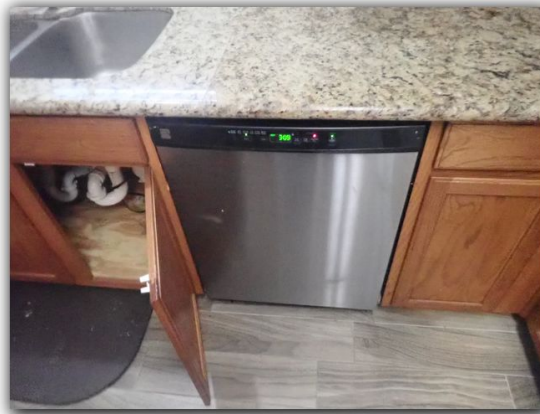
A. Dishwashers

Comments:

Brand Name: Kenmore

- The dishwasher is loose at the cabinetry and should be better secured.
- Some damage to the dishwasher door or door facing was observed.

Additional Notice from the Inspector: It is the opinion of this inspector that although this component may be functioning as intended or in need of minor repairs, you should be aware that this is an older component and the future life expectancy cannot be determined. You can continue to use and service this component until replacement is necessary.



B. Food Waste Disposers

Comments:

- The food waste disposer was noisy at the time of the inspection.



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C. Range Hood and Exhaust Systems

Comments:

- The range exhaust vent is terminating into the cabinet area. Range exhaust vents should vent to the exterior of the house.
- The exterior termination cover was observed to be not operating properly.



D. Ranges, Cooktops, and Ovens

Comments:

Range Brand Name: Frigidaire

- The range can be easily tipped over and should be equipped with an anti-tip device, for safety.
- The ignition device is not functioning properly at the time of this inspection. One or more of the cooktop burners would not light by the pilot and should be further evaluated.

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ANTI-TIP DEVICE

⚠ WARNING — To reduce the risk of tipping, the appliance must be secured by properly installed Anti-Tip bracket packed with this appliance.

If the Anti-Tip device supplied with the range does not fit this application, use the universal Anti-Tip device WB2X7909.



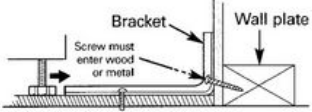
⚠ WARNING —

- All ranges can tip
- Injury to persons could result
- Install Anti-Tip bracket packed with range
- See Installation Instructions

If you pull the range out and away from the wall for any reason, make sure the Anti-Tip bracket is engaged when the range is pushed back against the wall.

9 ANTI-TIP DEVICE INSTALLATION

An **Anti-Tip** bracket is supplied with instructions for installation in a variety of locations. The instructions include all necessary information to complete the installation. Read the **Safety Instructions** and the instructions that fit your situation before beginning installation.



Typical installation of anti-tip bracket attachment to wall

⚠ WARNING:

- Range must be secured by **Anti-Tip** bracket supplied.
- If the Anti-Tip device supplied with the range does not fit this application, use the universal Anti-Tip device WB2X7909.
- See instructions to install (supplied with bracket).
- Unless properly installed, the range could be tipped by stepping or sitting on the door. Injury may result from spilled hot liquids or from the range itself.



E. Microwave Ovens

Comments:

Brand Name: General Electric – GE

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

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F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

- The mechanical exhaust vent fan was noisy in the hall bathroom.



G. Garage Door Operators

Comments:

- When an automatic garage door opener is in use, the manual lock should be disabled or removed.
- The garage door opener was noisy when operated. The cause and remedy should be further evaluated and corrected as necessary.
- The garage door light was inoperative at the time of inspection.
- The garage door reverse sensors are not properly installed. The garage door reverse sensors should be installed within 6-inches of the garage floor.

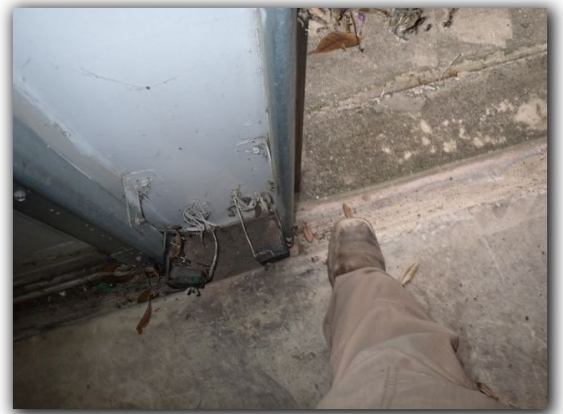
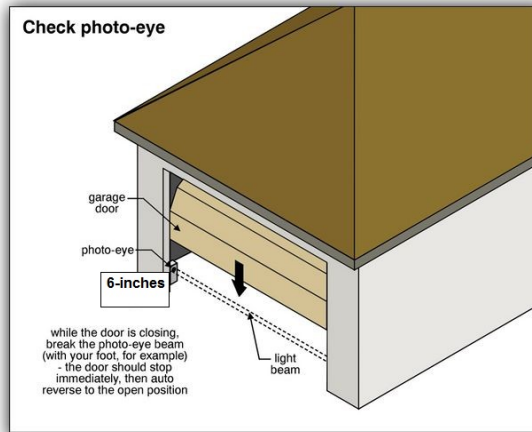
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I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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-

H. Dryer Exhaust Systems

Comments:

- The dryer exhaust duct (vent pipe) is dirty and needs to be cleaned.
- The dryer duct termination was observed to be screened. Screening the termination is not permitted under current installation standards. **Note:** Screening the dryer termination will cause the dryer duct to clog and will not allow the dryer to operate efficiently.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

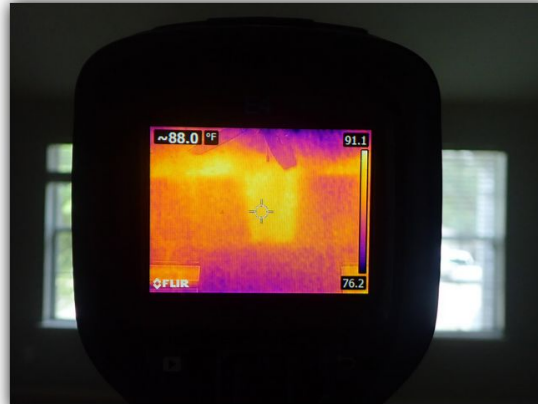
I NI NP D

VI. OPTIONAL SYSTEMS

A. Thermal Imaging / Infrared

Comments:

- Missing/or out of place insulation was observed in the primary bedroom.



B. Fences

Comments:

- The overall condition of the fence material, railing and posts are in poor condition and repair or replacement is recommended.
- One or more of the fence boards are damaged / deteriorated and repairs are recommended.
- The gate for the fence does not function properly and repairs are recommended.
- One or more of the posts are damaged and the fence panels are leaning.
- Termite damage was observed on several of the fence components.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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INSPECTION AGREEMENT
PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

This Inspection Agreement (herein after known as the Agreement) is entered into on this day, 03/23/2023, between Maria Fernandez (herein known as the Client) and A-Action Houston (herein known as the Inspector) for the purpose of performing a general property condition inspection concerning 2534 Halstead Dr (herein known as the property).

I. SCOPE OF SERVICES

- A. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the Client with information regarding the general condition of the Property at the time of inspection.
- B. In exchange for the inspection fee (\$586) paid by the Client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission. Inspector will attempt to identify major defects and problems with the Property. However, Client acknowledges that the Inspection Report may not identify all defects or problems.
- C. The inspection is limited to those items which are easily accessible, seen, viewed or capable of being approached, entered and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. The Inspector will not climb over obstacles, move furnishings or large, heavy, or fragile objects, remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. The inspector will not turn on decommissioned equipment, systems, utility services. Systems, components and conditions which are not specifically addressed in the Inspection Report are excluded.
- D. The Inspection Report may indicate one of the following opinions of the Inspector regarding a particular item:
 - 1. The item is performing its intended function, achieving an operation, function or configuration relative to accepted industry standard practices with consideration of age and normal wear and tear from ordinary use at the time of the inspection;
 - 2. The item is in need of replacement, maintenance or repair; or
 - 3. Further evaluation by an expert is recommended.

II. INSPECTION REPORT

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

III. DISCLAIMER OF WARRANTIES

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

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

IV. LIMITATION OF LIABILITY

BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTOR IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING HOME INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY, THE INSPECTOR WOULD BE FORCED TO CHARGE CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S SERVICES. CLIENT ACKNOWLEDGES BEING GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF HIS OR HER OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE PAID BY THE CLIENT. \$586

V. DISPUTE RESOLUTION

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

VI. ATTORNEY'S FEES

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

VII. EXCLUSIVITY

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

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

Client Signature: _____

Date: 03/23/2023

Inspector: Brendan Andrew Hirshey

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

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

2534 Halstead Dr
Inspected Address

Spring
City

77386
Zip Code

SCOPE OF INSPECTION / AGREEMENT

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

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

2534 Halstead Dr
Inspected Address

Spring
City

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

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

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

2534 Halstead Dr Inspected Address Spring City 77386 Zip Code

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

1C. 1305 Edwinstowe Ln Houston Texas 77043 713-730-3151 Address of Inspection Company City State Zip Telephone No.

1D. Brendan Andrew Hirshey Name of Inspector (Please Print) 1E. Certified Applicator Technician (check one)

1F. Thursday, March 23, 2023 Inspection Date

2. Maria Fernandez Name of Person Purchasing Inspection Seller Agent Buyer Management Co. Other

3. N/A Owner/Seller

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

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

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

- Main House (Excluding all Detached Structures, Sheds, Shrubs, Trees, Barns, Fences and Decks)
Main House & Detached Garage (Excluding all other Detached Structures, Sheds, Shrubs, Trees Barns, Fences and Decks)
Other Inspected Structures: N/A

5B. Type of Construction:

Foundation: Slab Pier and Beam Pier Type: Basement Other:
Siding: Wood Fiber Cement Board Brick Stone Stucco Other:
Roof: Composition Wood Shingle Metal Tile Other:

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

If treating for subterranean termites, the treatment was: Partial Spot Bait Other N/A
If treating for drywood termites or related insets, the treatment was: Full Limited N/A

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

This company has a contract or warranty in effect for control of the following wood destroying insects:
Yes No List Insects: SHARPEYE PEST CONTROL CARRIES NO WARRANTY ON THIS PROPERTY EXPRESSED OR IMPLIED.

If "Yes", copy(ies) of warranty and treatment diagram must be attached.

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

Signatures:

7A. Brendan Andrew Hirshey #0765323 Inspector (Technician or Certified Applicator Name and License Number)

Others Present:

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

Notice of Inspection Was Posted At or Near:

8A. Electric Breaker Box Water Heater Closet Beneath the Kitchen Sink
8B. Date Posted: 03/23/2023

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

2534 Halstead Dr
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9A. Were any areas of the property obstructed or inaccessible? Yes No
(Refer to Part B & C, Scope of Inspection) If "Yes" specify in 9B.

9B. The obstructed or inaccessible areas include but are not limited to the following:

- | | | | |
|---|--|---|--|
| Attic <input type="checkbox"/> | Plumbing Areas <input checked="" type="checkbox"/> | Planter box abutting structure <input type="checkbox"/> | Slab Joints <input checked="" type="checkbox"/> |
| Attic Partially Accessible <input checked="" type="checkbox"/> | Bath-trap(s) <input checked="" type="checkbox"/> | Below or Behind High Soil Grade <input checked="" type="checkbox"/> | Cracks in Slab <input checked="" type="checkbox"/> |
| Insulated areas of attic <input checked="" type="checkbox"/> | Construction Voids <input checked="" type="checkbox"/> | Wood Pile in Contact with Structure <input type="checkbox"/> | Crawl Space <input type="checkbox"/> |
| Inside Eaves <input checked="" type="checkbox"/> | Recent Renovation(s) <input type="checkbox"/> | Behind Personal Effects / Furniture <input checked="" type="checkbox"/> | Sub Floors <input type="checkbox"/> |
| Deck <input type="checkbox"/> | Blocked/Stored Areas <input checked="" type="checkbox"/> | Debris Piled Next to Structure <input type="checkbox"/> | Weepholes <input type="checkbox"/> |
| Behind Storage in Garage <input checked="" type="checkbox"/> | Under Floor Covering <input checked="" type="checkbox"/> | Crawl Space Partially Accessible <input type="checkbox"/> | Heavy Foliage <input checked="" type="checkbox"/> |
| Raised Concrete, Brick and/or Stone at Patio/Porch(s) <input checked="" type="checkbox"/> | | Behind Bathroom Tile Enclosures <input checked="" type="checkbox"/> | |
| Behind Foundation Beam Cosmetic Repair <input type="checkbox"/> | | Behind Cabinetry <input checked="" type="checkbox"/> | |
| Behind Wood Paneling (Wall Covering) <input type="checkbox"/> | | Foundation Corner Pops <input type="checkbox"/> | |
| Foundation Plumbing Penetrations <input checked="" type="checkbox"/> | | | |
| Other <input type="checkbox"/> | Specify: _____ | | |

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

10B. Conducive Conditions include but are not limited to:

- | | | |
|--|--|---|
| Wood to Ground Contact (G) <input type="checkbox"/> | Standing Water in Crawl Space (SW) <input type="checkbox"/> | Wood Pile in Contact with Structure or within Dripline (Q) <input type="checkbox"/> |
| Formboards left in place (I) <input type="checkbox"/> | Planter box abutting structure (O) <input type="checkbox"/> | Wooden Fence in Contact with the Structure (R) <input type="checkbox"/> |
| Excessive Moisture (J) <input type="checkbox"/> | Debris under or around structure (K) <input checked="" type="checkbox"/> | Footing soil line too high (L) <input type="checkbox"/> |
| Footing soil line too low (L) <input type="checkbox"/> | Insufficient ventilation (T) <input type="checkbox"/> | Tree Branches in Contact with Roof Structure (TB) <input type="checkbox"/> |
| Heavy Foliage (N) <input checked="" type="checkbox"/> | Wood Rot (M) <input checked="" type="checkbox"/> | Flowerbed Wood Formers within Dripline (F) <input type="checkbox"/> |
| Other (C) <input type="checkbox"/> | Specify Other: _____ | |

- Other: Wood Fence within Drip Line (Conducive by Design) (WF)
- Other: Wood Deck in Contact with Structure (Conducive by Design) (WD)
- Other: Planter Box abutting Structure (Conducive by Design) (OD)
- Other: Wood in concrete expansion joints. (Conducive by Design)
- Other: Plumbing penetrations (Conducive by Design)

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

- | | Active Infestation | | Previous Infestation Previous Treatment | | | |
|------------------------------------|------------------------------|--|---|--|------------------------------|--|
| | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 11A. Subterranean Termites | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 11B. Drywood Termites | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 11C. Formosan Termites | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 11D. Carpenter Ants | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 11E. Other Wood Destroying Insects | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

Specify: WDI Beetle

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

N/A

11G. Visible evidence of: Previous Wood boring Beetle Infestation has been observed in the following areas: back entrance area

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

12A. Corrective treatment recommended for active infestation or evidence of previous infestation with no prior treatment

as identified in Section 11. (Refer to Part G, H and I, Scope of Inspection) Yes No

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

Specify reason: The heavy foliage should be trimmed at least 18-inches off the exterior walls. , The high soil line(s) should be corrected. If active wood destroying insects are discovered during the correction process, treatment is recommended. , The wood pile/debris adjacent to the structure should be removed. If active wood destroying insects are discovered during the process, treatment is recommended.

Refer to Scope of Inspection Part J

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

2534 Halstead Dr
Inspected Address

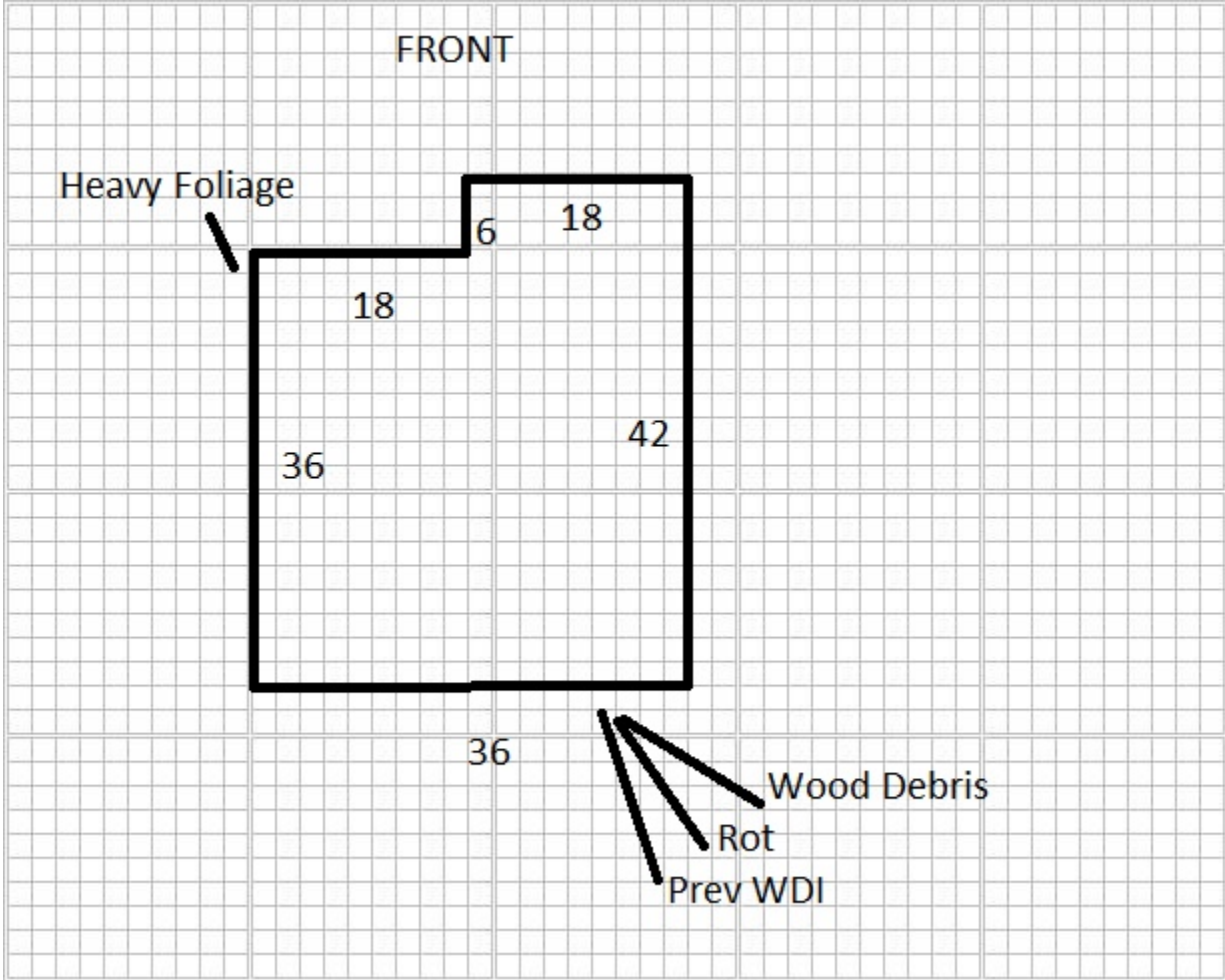
Spring
City

77386
Zip Code

Diagram of Structure(s) Inspected

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

Other(s) - Specify _____



Additional Comments There is visible evidence of a previous WDI infestation at the time of this inspection without signs of previous treatment or records of previous treatment. Treatment is recommended at this time. See diagram for location(s).

Notice to Client: There is always a possibility of the presence of undetectable activity of wood destroying insects. **THIS IS NOT A STRUCTURAL DAMAGE REPORT OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.** If visible evidence of active or previous infestation of listed wood destroying insects is reported, it should be assumed that some degree of damage is present, whether visible or non-visible.

Statement of Purchaser

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

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

Signature of Purchaser of Property or their Designee _____

Date _____

Customer or Designee not Present **Buyers Initials** _____

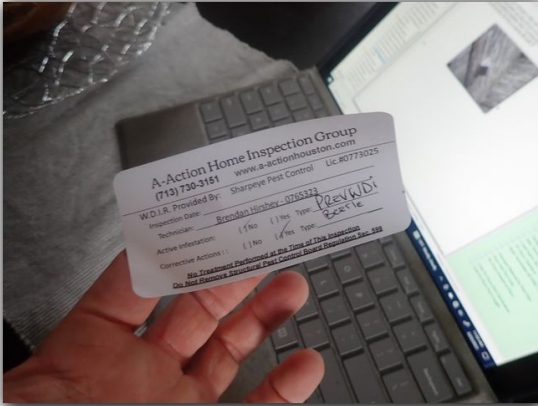
TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

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



TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

2534 Halstead Dr
Inspected Address

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WOOD-DESTROYING INSECT INSPECTION AGREEMENT

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

- 1. **Property Address.** The address of the property to be inspected is: **2534 Halstead Dr Spring, TX 77386** ("Property").
- 2. **Fee.** The fee for the inspection service has been included in the cost of the home inspection to be performed by A-Action Realty Inspection Services, LLC. By signing this Agreement, Client acknowledges that A-Action Realty Inspection Services, LLC and Acme Pest Control are separate and distinct entities.
- 3. **Purpose.** The purpose of the inspection is to attempt to detect the presence of wood-destroying insects by performing a visual inspection of the Property without removing or defacing any part of the structure.
- 4. **Scope of Inspection.**
 - A. The inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection.
 - B. The inspection is limited to those parts of the structure that are visible and accessible at the time of the inspection. Examples of inaccessible areas include, but are not limited to, the following: (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). The inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.
 - C. Client understands and agrees that due to the characteristics and behavior of various wood destroying insects, the inspection may not detect the presence of infestation because the Inspection Company is unable to deface or remove parts of the structure being inspected. Client understands that often, previous damage to trim, wall surface, etc., is frequently concealed with putty, spackling, or other decorative material. Therefore, wood-destroying insects are often not discoverable until sheetrock or other coverings are removed.
 - D. If visible evidence of active or previous infestation of wood destroying insects is reported, it should be assumed that some degree of damage is present.
 - E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
 - F. **THE INSPECTION IS NOT A STRUCTURAL DAMAGE INSPECTION OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.**
- 5. **Report.** The CLIENT will be provided with a written report of the INSPECTION COMPANY's visual observations and opinions. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the Property. By signing this Agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.
- 6. **Exclusivity.** The report is intended for the sole, confidential and exclusive use and benefit of the CLIENT and the INSPECTION COMPANY has no obligation or duty to any other party. INSPECTION COMPANY accepts no responsibility for use by third parties. There are no third party beneficiaries to this Agreement. This Agreement is not transferable or assignable.

7. **LIMITATION OF LIABILITY.**

IT IS UNDERSTOOD THE INSPECTION COMPANY IS NOT AN INSURER AND THAT THE INSPECTION AND REPORT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF ANY KIND. BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTION COMPANY IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING WOOD-DESTROYING-INSECT INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY, THE INSPECTION COMPANY WOULD BE FORCED TO CHARGE CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S SERVICES. CLIENT ACKNOWLEDGES BEING GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF HIS OR HER OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE (\$586) PAID BY THE CLIENT OR \$500.00, WHICHEVER IS GREATER. THE CLIENT AGREES TO HOLD THE INSPECTION COMPANY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, AND EXPENSES INCIDENT THERETO FOR INJURIES TO PERSONS AND FOR LOSS OF, DAMAGE TO, DESTRUCTION OF PROPERTY, COST OF REPAIRING OR REPLACING, OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS INSPECTION.

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

2534 Halstead Dr
Inspected Address

Spring
City

77386
Zip Code

- 8. **Disclaimer of Warranties.** The Inspector makes no guarantee, warranty or promise, express or implied, that all signs of past or present termite infestation have been found or that the Inspector will pay for treatment or cost of repairs.
- 9. **Dispute Resolution.** In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify the Inspector within ten (10) days of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to re-inspect the property. Client agrees to allow re-inspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct the re-inspection himself or can employ others (at Inspector's expense) to re-inspect the property, or both. In the event a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute or controversy shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.
- 10. **Attorney's Fees.** The INSPECTION COMPANY and CLIENT agree that in the event any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in that dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.
- 11. **Entire Agreement.** This Agreement represents the entire agreement between the PARTIES. No statement or promise made by the INSPECTION COMPANY or its respective officers, agents or employees shall be binding.

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

Client Signature: _____

Date: 03/23/2023

Inspector: Brendan Andrew Hirshey Date: 03/23/2023