

HOUSTON INSPECTIONS

Houston Home Inspections, PLLC d/b/a Houston Inspections
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TREC Inspection



INSPECTED FOR

Denico Autry
9603 Plaza Point Dr
Missouri City, TX 77459



PROPERTY INSPECTION REPORT FORM

Denico Autry

Name of Client

05/16/2024

Date of Inspection

9603 Plaza Point Dr, Missouri City, TX 77459

Address of Inspected Property

Ronnie Hagelberger

Name of Inspector

TREC 9025

TREC License #

R. Shawn Emerick

Name of Sponsor (if applicable)

#4623

TREC License #

PURPOSE OF INSPECTION

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

RESPONSIBILITY OF THE INSPECTOR

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

The inspector IS required to:

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

The inspector IS NOT required to:

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

RESPONSIBILITY OF THE CLIENT

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

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

REPORT LIMITATIONS

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

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

This inspection IS NOT:

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

imply insurability or warrantability of the structure or its components.

NOTICE CONCERNING HAZARDOUS CONDITIONS, DEFICIENCIES, AND CONTRACTUAL AGREEMENTS

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

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

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

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

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

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR **GENERAL INFORMATION**

Present at Inspection: No other parties present during inspection.

Building Status: Vacant

Weather Conditions: Cloudy

Ambient Temperature At Time of Inspection: 80 to 90

Wind Conditions (Approximate Speed): 0- 10 MPH

How To Interpret This Report:

Building Codes, TREC Standards, Installation Standards or Safety Issues= Blue Text

Items that do not comply with current building codes, TREC Standards, other standards (manufacturer, trade associations, etc.), or that are safety issues.

Items Damaged, Non-Functional, or Operating Improperly= Red Text

Items in need of repairs either because they are broken, not functioning, or damaged.

General Comments & Specific Limitations= Black Text

These are general information, limitations, or notices.

NOTICE

The Client, by accepting this Property Inspection Report or relying upon it in any way, expressly agrees to the

SCOPE OF INSPECTION, GENERAL & SPECIFIC LIMITATIONS, and the INSPECTION AGREEMENT included in this inspection report. This report is not valid without the signed inspection agreement, and the report is not transferable.

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. The Client is advised of the following:

- When recommendations have been made for repairs and/or service, we recommend that you contact a qualified tradesman prior to closing so actual costs involved can be anticipated.
- Future performance and/or life expectancy of items listed in this report is beyond the scope of this inspection and cannot be predicated.
- All repairs, alterations and recommended work within this report should be done by a licensed (where necessary) and qualified tradesperson in accordance with state and local codes.
- If an error message is received when downloading this report or the boxes with check marks on the left side of each section is not shown when this report is printed please contact our office so that a hard copy can be sent to the client.
- When the word damage is used in this report, it can be referring to the following: wood rot, decay, moisture damage, etc.
- The digital pictures in this report are a sample of the damages in place and should not be considered to show all of the damages and/or deficiencies found. There will be some damage and/or deficiencies not represented with digital imaging.
- Check marks in boxes adjacent to comments indicate the condition or item is present at this property.
- 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.
- No environmental inspection of any kind were performed during this inspection. Even if comments are made regarding certain aspects or issues, inspections and / or any determination of the presence or possible dangers of materials organisms or microbial organisms including, but not limited o Chinese drywall, asbestos, lead, formaldehyde, mildew, mold, fungi, etc. are specifically excluded from the inspection and from this report. **No indoor air quality test were performed. If deficiencies are found during inspection, i.e. water penetrations, evidence of previous water penetrations, discolorations, staining, microbial growth, etc. or you have concerns about the presence of microbial growths, you should, as part of your due diligence, have environmental inspections of your choice, i.e. mold inspection, lead testing, etc. performed on this property prior to closing.**
- Underground items (such as utilities), gas lines, fuel quality, environmental items (such as fuel tanks), telephone systems, televisions and / or satellite systems, elevators, bulkheads / docks and piers, fences / yard enclosures, intercoms, sound systems, security, and playground equipment are specifically excluded from this report.
- The client should understand that we do not inspect the fencing if present, i.e. wood fences, iron fencing, gates, etc.. We have not formal training on fencing and this is beyond the scope of this inspection.
- This is not a pest inspection. We are not licensed to inspect for insect infestations, rodent activity, or animal infestations. If this is a concern a pest control company should be contacted to further evaluate this property. The wood destroying insect report does not address nuisance insect, rodents or other animals.

The following items were re-inspected during today's inspection as agreed upon between the buyer and seller:

- This report is not a complete inspection. The inspection performed was to re-evaluate an area or items that was either found deficient during the initial inspection or was inaccessible. All other items **not listed above** and noted as "Deficient" in the original report was not inspected today. The original full report should still be utilized and considered the primary report for this property. This is not a substitute for the full TREC inspection report.

[illegible]

The inspector is not required to:

- (A) inspect:
 - (i) items other than those listed herein;
 - (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; or
 - (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, or solar panels;
 - (vii) concrete flatwork such as; driveways, sidewalls, walkways, paving stones or patios
 - (viii) test secondary drain lines, floor drains, and / or overflow drains.
- (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 gypsum board "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 part, 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 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;
- (H) 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.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

I. STRUCTURAL SYSTEMS

☐ ☒ ☐ ☐

A. Foundations

Comments:

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B. Grading and Drainage

Comments:

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C. Roof Covering Materials

Comments:

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D. Roof Structures and Attics

Comments:

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E. Walls (Interior and Exterior)

Comments:

Exterior Cladding's: Stucco Veneers - Hard Coat, Cement Board, Siding, Trim, Wood Trim

Interior Cladding's: Drywall, Tile, Wood Trim

Items Damaged, Non-Functional, or Operating Improperly

Exterior Walls

Crack repaired at front stucco wall noted on the Original TREC report.



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I	NI	NP	D

Damaged and missing sealant was found at portions of the wall penetrations. All penetrations into a stucco wall should be sealed and maintained regularly.



Interior Walls

Damaged and missing grout/caulking was noted in the upstairs rear right guest bathroom shower/bathtub enclosure.



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I	NI	NP	D
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Damaged and missing grout/caulking was noted at the upstairs rear right guest bathroom counter top



Specific Limitations

The inspector cannot determine the condition of wood or structural components hidden within wall cavities. No opinion as to the condition of the wood, structural members, vapor barriers, insulation, or other components in hidden areas is implied or intended by this report. **This report does not address environmental hazards of any kind such as mold, lead based paint, asbestos, etc.**

If the client has concerns about these issues, a qualified licensed tradesman should be consulted to perform these inspections. The inspector will not determine the cosmetic condition of paints, stains, or other surface coatings. Stored items, wall coverings, furniture will limit the ability to inspect some of the wall components.

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F. Ceilings and Floors

Comments:

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G. Doors (Interior and Exterior)

Comments:

☐ ☒ ☐ ☐

H. Windows

Comments:

☐ ☒ ☐ ☐

I. Stairways (Interior and Exterior)

Comments:

☐ ☒ ☐ ☐

J. Fireplaces and Chimneys

Comments:

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☐ ☒ ☐ ☐

K. Porches, Balconies, Decks, and Carports

Comments:

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L. Other

Comments:

II. ELECTRICAL SYSTEMS

☐ ☒ ☐ ☐

A. Service Entrance and Panels

Comments:

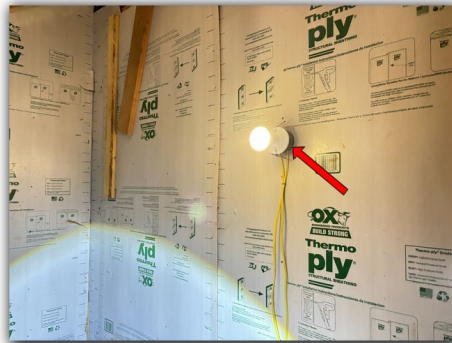
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B. Branch Circuits, Connected Devices, and Fixtures

Comments:

General Comments

The light is working properly and cover plate installed over exposed wire connections in attic above the garage



GFCI's (Ground Fault Circuit Interrupters) are modern electrical devices, either a receptacle or a circuit breaker, which are designed to protect people from electric shock. GFCI's are now required in wet or damp environments. In the event of a fault in an appliance that you are touching, the GFCI would detect the current that passes through your body to ground, and shut the circuit off, protecting you from a potentially fatal shock. We strongly recommend that all receptacles located on kitchen countertops, bathrooms countertops, garages, at hydro-therapy motors, hot tubs, fountains, pools, crawl spaces, outdoors, and other damp locations be upgraded to the ground fault circuit interrupter type.

Smoke detector batteries should be changed when moving into the home. It is recommended that the batteries be changed every six months. Smoke Detectors are tested using the test button present on the unit.

Specific Limitations

The inspector will evaluate only accessible receptacles during the inspection. We cannot move furniture to access hidden or blocked receptacles or switches. Only visible electrical components which are interior to or attached to the exterior walls of the property were inspected. Wiring and all associated components underground, interior to walls, floors and ceilings, not attached to the property or not readily visible in the attic, or otherwise inaccessible or hidden from view, could not be observed by the inspector and are excluded from this inspection. Attic insulation and

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I NI NP D

shrouds/covers are not removed to determine if fans are correctly installed. Discrepancies related to the electrical system should be considered as safety hazards. A GFCI that is tested from a remote location in an occupied property could result in damage to the current owner's property or create other problems if the reset button cannot be located. Yard lights, intercom systems, speaker wiring, and other low voltage are beyond the scope of this inspection and were not inspected.

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C. Other

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

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A. Heating Equipment

Comments:

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B. Cooling Equipment

Comments:

Type of System(s): Split System Electric

Unit #1 and # 3 Not Inspected

Unit #2 (Upstairs)

Approximate System Size: 2 1/2 Ton

Approximate Manufactured Date: 2016 for exterior and 2021 for interior

Approximate Seer Rating: 16

Today's Temperature Differential (Delta T): 13 degrees (59.5 supply and 72.5 return)

Location: Exterior and Attic



Performance Opinion

The air conditioning system is not functioning properly as evident by an inadequate temperature differential. The temperature drop measured across the evaporator coil of the air conditioning system is lower than considered typical. A qualified heating and cooling technician should be consulted to further evaluate this condition and the remedies available for correction.

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Primary Drain Line(s) Point of Termination(s):Guest Bathroom Sink Drain(s)

Secondary Drain Line(s) Point of Termination(s):Soffit(s)

General Comments

Temperature differential readings are a fundamental standard for testing the proper operation of the cooling system. Unusual conditions such as excessive humidity, low outdoor temperatures, and restricted airflow may indicate abnormal operation even though the equipment is functioning basically as designed and occasionally may indicate normal operation in spite of an equipment malfunction. If the system does not have a documented history of regular cleaning and maintenance, cleaning and service by a licensed HVAC technician is required. Recommend annual cleaning and servicing by a licensed HVAC technician.

Specific Limitations

The model, age, size, and seer rating information included in this report are estimations from information gathered from the data plate on the equipment and the accuracy cannot be guaranteed. The system fan and evaporator coil are not readily accessible for inspection without disassembly of the unit. Because we do not disassemble equipment, the condition of the system interior is unknown. The inspector will not pressure test the system coolant, determine the presence of leaks, or operate setback features on thermostats or controls. Because this is a limited visual inspection any problems noted on the report should be fully evaluated by a licensed HVAC contractor to determine all necessary repairs. We cannot predict the life expectancy of the equipment nor accurately estimate the cost of repairs.

While we will inspect the visible portions of the secondary and primary drain lines installed at the HVAC systems / drain pans. It is impossible for us to visually evaluate lines that are buried or concealed within insulation, wall spaces, etc. Furthermore, we do not perform functional testing of these lines.

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C. Duct Systems, Chases, and Vents

Comments:

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D. Other

Comments:

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I	NI	NP	D
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IV. PLUMBING SYSTEMS

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A. Plumbing Supply, Distribution Systems and Fixtures

Comments:

Location of Water Meter: Front of Property

Locations of Main Water Supply Shut Off Valve: Front Exterior

Static Water Pressure Reading: 72

Type of Supply Piping Material: PEX

Gas Valve Present In Laundry Room For Use with Dryer: ☒ Yes ☐ No ☐ Not Visible

Items Damaged, Non-Functional, or Operating Improperly

Kitchen

The sink faucet sprayer attachment leaks during use.. Repair is recommended.



The pot filler is secured at the rear of the stovetop.



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I	NI	NP	D
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Laundry/Utility Room

No Leaks noted at the faucet of the laundry room sink.



Master Bathroom

The right sink faucet is secured.

The tub valve handle is secured.



Upstairs Rear Right Guest Bathroom

No leaks were noted at the shower head.



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I NI NP D

Specific Limitations

The inspector will not operate any main, branch, or shut-off valves; inspect any system that has been shut down or otherwise secured; inspect any components that are not visible or accessible; inspect any fire sprinkler systems; inspect the quality or the volume of the water; determine the portability of any water system; inspect water conditioning equipment; inspect solar water heaters, determine the effectiveness of anti siphon device, operate free-standing appliances; inspect the gas supply system for leaks. Portions of the plumbing system concealed by finishes and/or storage (below sinks, etc.), below the structure, and beneath the yard were not inspected. The inspection of the washing machine connections are limited to a visual inspection of the valve and visible / accessible piping. The washing machine valves are not operated and the washer is not operated. Water filtration systems and/or softeners installed are beyond the scope of this inspection are were not inspected.

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B. Drains, Wastes, and Vents

Comments:

☒ ☐ ☐ ☒

C. Water Heating Equipment

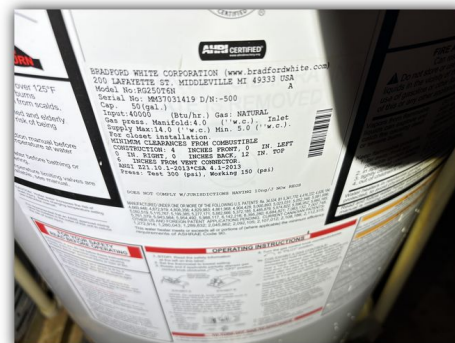
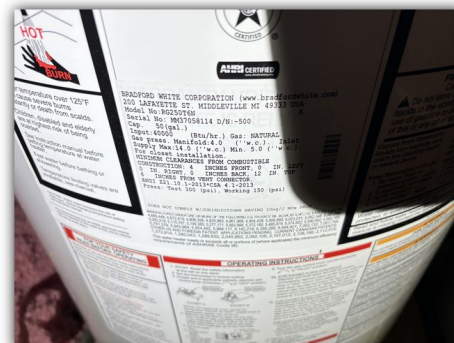
Comments:

Energy Source: Gas with Flex / Black Iron

Capacity: 50 Gallons x 2

Location of Water Heater(s): Attic

Manufactured Date: 2015 x 2



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I	NI	NP	D
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Performance Opinion:

Noise was heard from the (Right) water heater during operation due to mineral deposits within the tank. A licensed plumber should be consulted to determine possible solutions for this problem.

Replacement of the tank could become necessary to eliminate this problem.



General Comments

It is recommended that water heater tanks be drained and flushed yearly to reduce mineral deposits and extend the life of the unit. Homes left vacant for extended periods of time may have a buildup of hydrogen sulfide gas inside the water heater tank. This gas causes an unpleasant "rotten eggs" odor. Generally, flushing the unit a few times will alleviate this problem. If the problem persists, contact a licensed plumber for further evaluation of the water heater.

Specific Limitations

Temperature & Pressure Relief valves are not operated due to the likelihood of leaks at this valve after testing and the potential to cause damage on the interior of the residence during testing.

While we will inspect the visible portions of the emergency drain and T & P drain lines installed at the water heater(s) / drain pan(s). It is impossible for us to visually evaluate lines that are buried or concealed within insulation, wall spaces, etc. Furthermore, we do not perform functional testing of these lines.

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D. Hydro-Massage Therapy Equipment

Comments:

☐ ☒ ☐ ☐

E. Gas Distribution Systems and Gas Appliances

Comments:

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F. Other

Comments:

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V. APPLIANCES

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A. Dishwashers

Comments:

Type of Back Flow Prevention: Airgap / Line Looped

Rust / Corrosion Present at Following Components: None Found

Disconnect Location: Cord Below Sink

The laundry room dishwasher handle is secured properly.

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B. Food Waste Disposers

Comments:

☒ ☐ ☐ ☐

C. Range Hood and Exhaust Systems

Comments:

Range Hood Type: Vents to Exterior and Downdraft Vents to Exterior



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D. Ranges, Cooktops, and Ovens

Comments:

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E. Microwave Ovens

Comments:

☐ ☒ ☐ ☐

F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

☐ ☒ ☐ ☐

G. Garage Door Operators

Comments:

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H. Dryer Exhaust Systems

Comments:

Dryer Vents To: Exterior Wall

Items Damaged, Non-Functional, or Operating Improperly

Lint accumulation was found at the laundry room lower cabinet right of the dryer.
Improvement/correction is recommended.



General

The dryer duct and vent hood should be cleaned every 6 months or sooner if necessary. Dirty ducts and lint build up can become fire hazards and reduce the efficiency of the dryer.

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I. Other

Comments:

Outdoor Cooking Equipment

A courtesy test was performed on the outdoor grill. The grill burners, searer and rear rotisserie lit during testing.



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I	NI	NP	D
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VI. OPTIONAL SYSTEMS

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A. Landscape Irrigation (Sprinkler) Systems

Comments:

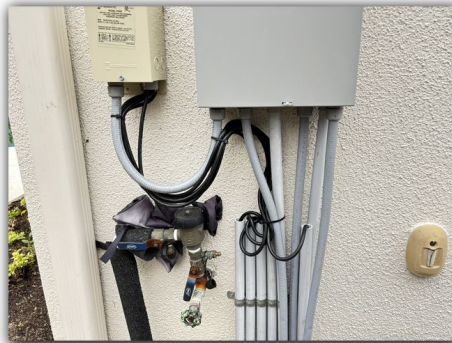
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B. Swimming Pools, Spas, Hot Tubs, and Equipment

Comments:

General Comments

Conduit was secured properly.



No leaks noted at pool equipment.



The exterior gates on each side of the property leading to the pool area/backyard are self closing and locking.

Safety Recommendations:

Water is a foreign environment for the human species, and immersion into this environment is potentially dangerous. Swimming and other activities such as diving, sliding, or water games require entering this environment with a proper understanding of water safety.

The first step in the prevention of an accident is to prevent people from being in the pool area when they should not be. The installation and maintenance of the barriers should be considered a priority. However, barriers are only deterrents and should never be considered to be a guarantee of protection.

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Safety in the water is the responsibility of everyone. According to the CDC, drowning is the second leading cause of unintentional death with children between 1 - 14 years of age. Teaching children and adults to swim is an important first step in the prevention of drowning. The following are a few recommendations for safety & rescue equipment that should be located near the pool area:

- light strong non-telescopic reaching pole not less than 12'
- a rope with an approved floatation ring attached

Many chemicals used to maintain a pool and spa are classified as toxic and dangerous. Chemical accidents are a result of the injured person having chemicals on their skin or in their eyes or inhaling or swallowing the chemical. Caution should always be used when handling chemicals.

Additional information can be found at the National Swimming Pool Foundation website www.nspf.com

Specific Limitations

All pools, spas, and related equipment are inspected visually only. The water is not removed from these items to examine the interior surfaces. **The pool, spa, and plumbing were not inspected for underground leaks.** The comments made relate to the condition of visual items at the time of inspection only. No comments regarding the future condition of pools, spas, and related equipment are made in this report. The inspector will not fill the pool, spa, or hot tub with water. **He will not determine the presence of sub-surface water tables or determine the presence of sub-surface leaks.** The inspector will not dismantle or otherwise open any components or lines and will not operate any valves. He will not uncover or excavate any lines or other concealed components of the system. All ancillary equipment, i.e. computer controls, covers, chlorinators or other chemical dispensers, or water ionization devices or conditioners are not inspected.

The inspection of a pebble surface at the pool is limited due to the fact it is difficult to accurately report the condition of the plaster from the pool's edge

RESIDENTIAL INSPECTION AGREEMENT

SCOPE OF SERVICES PROVIDED

SCOPE OF THE INSPECTION: A home inspection is a non-invasive, visual observation and operation of the accessible systems and components of real property, including buildings and other improvements. Its purpose is a) to identify conditions that, in the professional opinion of the Inspector, are significantly deficient or b) to identify systems and components that are at the end of their service lives.

The Inspection is strictly limited to the examination of readily accessible, installed systems and components of homes by using normal operating controls and opening readily operable access panels, where applicable, of the following components of the Property: structure, foundation, exterior, roof, attic, major mechanical systems (heating, air conditioning, electrical, and plumbing), built-in appliances, and interior (floors, ceilings, walls, windows, and doors). All components will be inspected pursuant to the Standards of Practice set forth for Home Inspectors by the Texas Real Estate Commission as contained in the Texas Administrative Code, §§535.227 through 535.233. Where multiple instances of the same component exist, a representative number shall be inspected. The observations of conditions are limited to those areas of the home which can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the Property or personal injury to the Inspector. Any additional services outside the list of components in this contract or in those rules must be specifically agreed to in writing between the Inspector and the Client.

The Inspector will prepare and provide the Client with a written report for the sole use and benefit of the Client. The written report shall document any deficiencies discovered in the Property's systems and components. A deficiency is a condition that, in the reasonable judgment of the Inspector, is not functioning properly or is unsafe. However, the fact that a system or component is near, at, or beyond the end of its normal service life is not, in itself, a deficiency in the system or component.

Nothing in the report and no opinion of the Inspector should be construed as advice to the Client to purchase, or not to purchase, the Property, or serve as a prediction of future conditions or the value of the Property. Further, any descriptions of deficiencies of the Property should not be interpreted as estimates for the costs of repairs to any system or component of the Property.

CLIENT'S DUTY: The Client understands and accepts that the Inspection and report, in accordance with this Agreement, are intended to reduce, but cannot eliminate, uncertainty regarding the condition of the Property. The Client is responsible for reviewing the permit history and for researching any legal actions or insurance claims involving the Property.

The Client agrees to read the entire written report when it is received and to promptly contact the Inspector with any questions or concerns regarding the Inspection or written report. The written report shall be the exclusive findings of the Inspector. Verbal representations not recorded within the Inspection report are not part of the Inspection.

The Client acknowledges that the Inspector is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information on the condition of the Property. Should the Inspector's report reveal any additional conditions that require further investigation or repair, the Client agrees that any further evaluation, inspection, and repair work needs to be provided by competent and qualified professionals who are licensed and/or certified to perform the work.

In the event the Client becomes aware of a reportable condition not contained in the written inspection report, the Client agrees to promptly notify the Inspector and allow the Inspector and/or the Inspector's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. If the Client fails to so notify the Inspector and fails to allow an additional inspection, then any costs of such repairs, alterations or replacements will be entirely at the Client's cost without recourse against the Inspector.

LATENT DEFECTS: The Client agrees that the Inspection is not a technically exhaustive investigation or evaluation of every aspect of the Property. The Client acknowledges and agrees that the Inspection and the written report will not reveal every existing deficiency and future condition affecting the Property. The Inspector is not responsible for the non-discovery of any latent defects of the Property or any problems that may occur or become evident after the date of the Inspection. Latent defects of the Property include, but are not limited to: cracking, leaking, surface dislocations, or landslides resulting from, without limitation to, water leaks, land subsidence, or other geological problems. The Inspector is not responsible for any defects that may manifest themselves in the future, any structural failures that may occur in the future, or damages that result from future repairs.

COMPLIANCE WITH BUILDING CODES: Consistent with the scope of the Inspection, as provided in this Agreement, the Inspector will identify items that may present a health or safety issue. However, the Inspector will not provide an opinion on compliance with any particular building code.

INSURABILITY: The Client understands that the Inspection will not determine the insurability of the Property. Insurance companies have different underwriting criteria, and the Inspector cannot be expected to determine how a particular system or component may affect insurability.

ENVIRONMENTAL AND HEALTH CONDITIONS: The Client agrees that the Inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding the Property, including, but not limited to the presence of: asbestos, radon, lead, or urea-formaldehyde; wood destroying organisms, fungi, molds, mildew, feces, urine, vermin, pests, or any animal or insect; drywall that may have been manufactured with contaminated materials (including carbon disulfide, carbonyl sulfide and hydrogen sulfide), polychlorinated biphenyl's (PCBs), or other toxic, reactive, combustible, or corrosive contaminants, materials; or substances in the water, air, soil, or building materials. The Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

If the Client wishes to have an inspection for any specific health or environmental condition, that must be covered by a separate addendum to this Agreement.

In addition to the above limitations on the scope of services, the Inspection will not include any engineering or architectural analysis. The report will not offer any opinion about the adequacy of the structural systems and components of the Property.

RE-INSPECTION OF COMPONENTS: In the event that the Inspector is asked by the Client to re-inspect a component or condition that has been repaired, the Inspector's scope of re-inspection will be limited to the components or conditions identified. The Inspector will not be responsible for any changed conditions in other components or conditions since the date of the original Inspection. Any re-inspection of repaired components or conditions will not determine if the repair is adequate, proper, or compliant with current building codes. Any re-inspection will only determine if visually identifiable deficiencies still exist.

LIMITATION OF LIABILITY

THE FOLLOWING CLAUSE LIMITS THE LIABILITY OF THE INSPECTOR – PLEASE READ CAREFULLY

THE CLIENT AGREES AND UNDERSTANDS THAT THE INSPECTOR IS NOT AN INSURER AND IS NOT WARRANTING OR GUARANTEEING THE ADEQUACY, PERFORMANCE, OR LIFE EXPECTANCY OF ANY STRUCTURE, ITEM, COMPONENT, OR SYSTEM OF THE PROPERTY. THE CLIENT FURTHER AGREES THAT, IF THE INSPECTOR OR ANY OF THE INSPECTOR'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OFFICERS, OR SHAREHOLDERS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO NEGLIGENCE OR THE FAILURE TO PERFORM THE INSPECTOR'S OBLIGATIONS IN THIS AGREEMENT, INCLUDING THE IMPROPER OR NEGLIGENT PERFORMANCE OF THE INSPECTION OR THE IMPROPER OR NEGLIGENT REPORTING OF CONDITIONS OF THE PROPERTY, **THE INSPECTOR'S MAXIMUM LIABILITY SHALL BE LIMITED TO TWICE THE AMOUNT OF THE PAID INSPECTION FEE.** THIS LIMITATION SHALL NOT APPLY TO ANY DAMAGES SPECIFICALLY ALLOWED BY STATUTE.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: DAMAGED PROPERTY, LOSS OF USE OF THE PROPERTY, LOST PROFITS, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, GOVERNMENTAL FINES AND CHARGES, PUNITIVE DAMAGES, ATTORNEY'S FEES, AND COURT COSTS.

AT THE CLIENT'S OPTION, A **COMPREHENSIVE INSPECTION** WITHOUT LIMITATION OF LIABILITY IS AVAILABLE. A **COMPREHENSIVE INSPECTION** INCLUDES A CONTRACTOR, ENGINEER, AND ARCHITECT REVIEWING THE PROPERTY FOR A MINIMUM FEE OF \$2,500 (REQUIRES QUOTE). A **COMPREHENSIVE INSPECTION** REQUIRES A SEPARATE CONTRACT.

THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY DAMAGES CAUSED BY THE GROSS NEGLIGENCE OF THE INSPECTOR IN THE PERFORMANCE OF THE INSPECTOR'S OBLIGATIONS IN THIS AGREEMENT.

RESOLUTION OF DISPUTES

Any controversy or claim arising out of or relating to this Agreement shall be resolved through **Small Claims Court** (or similar court of limited monetary jurisdiction) in the jurisdiction applicable to this Agreement. In the event that the amount in dispute exceeds the jurisdiction of the applicable **Small Claims Court**, the dispute shall be settled by **binding arbitration** administered by Construction Dispute Resolution Services, or if unavailable, Resolute Systems, before a single arbitrator using its Commercial Arbitration Rules. The arbitrator shall have at least three years of knowledge and experience in the home inspection industry or similar knowledge and experience in construction. Each party agrees to pay its own costs of arbitration.

Any legal action or proceeding shall be brought in the County in which the Property is located.

ENFORCEMENT FEES AND COSTS

Any party failing to follow the RESOLUTION OF DISPUTES process identified above, shall be **liable for all fees and costs** associated with compelling or enforcing compliance with the RESOLUTION OF DISPUTES process.

TIME TO INITIATE ACTION

Any action regarding or arising from the condition of the Property and the Inspection and/or the written report must be filed and initiated by the Client no later than **two (2) years** following the date of the Inspection. Otherwise, the claim will be barred. If the matter is in arbitration, the arbitrator will be bound by the terms of this paragraph as a limitation on the arbitrator's ability to render an award in favor of the Client.

NO WARRANTIES OR GUARANTEES

The Inspection and the written report are not intended, nor shall they be used or treated by the Client or anyone else, as a guarantee or warranty expressed or implied, regarding the adequacy, performance, or condition of any aspect of the Property. The Client acknowledges and agrees that the Inspector is not an insurer of any inspected or non-inspected conditions of the Property.

RELIANCE BY THIRD PARTIES

The Client agrees and understands that the Inspection report provided to the Client under this Agreement is solely for the Client's exclusive use in evaluating the physical condition of the property. No representation is made by the Inspector as to the value of the Property.

If anyone other than the Client relies upon the inspection report, that person agrees to be bound by all of the terms and conditions in this Agreement.

Fees or Other Valuable Consideration Disclosure

In connection with this inspection, Houston Home Inspections, PLLC d/b/a Houston Inspections may accept or pay referral fees and/or give or receive valuable consideration to and from third parties. By signing below the client is acknowledging being informed of this arrangement between the company and the third party, and hereby consents to these arrangements. Your inspector may have an affiliation with a third-party service provider ("TPSP") in order to offer you additional value-added services. Houston Home Inspections, PLLC, dba Houston Inspections is not liable for work performed by third party contractors.

ENTIRE AGREEMENT AND SEVERABILITY OF PROVISIONS

This Agreement contains the entire Agreement between the Client and the Inspector. This document supersedes any and all representations, both oral and written, among the parties. This Agreement may be modified, altered, or amended only in writing and having been signed by both the parties. Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Agreement, and all such other provisions shall remain in full force and effect.

The provisions of this Agreement will be binding upon any party that takes title to the Property with the Client or claims title to the Property through the Client.