

# Sample-New Home



Prepared for: Your Name Here  
Inspector: Jeff Prokaski TREC# 9866  
Phone 512-731-0513

*Prokaski Home Inspections*

# Prokaski Home Inspections

8403 Millway Dr.  
Austin, TX 78757

Jeff Prokaski TREC License #9866

Phone: 512-731-0513

Inspection Date

00/00/2014

## Customer Invoice

CUSTOMER NAME: Your Name Here

PROPERTY INSPECTED: Sample-New Home

Description	Amount
Inspection	
<b>Paid with credit card</b>	

**TOTAL**

**T h a n k   y o u   f o r   y o u r   t r u s t**

Payment of this invoice is due upon receipt.

# PROPERTY INSPECTION REPORT

**Prepared For:** Your Name Here

(Name of Client)

**Concerning:** Sample-New Home

(Address or Other Identification of Inspected Property)

**By:** Jeffrey Kent Prokaski TREC #9866

(Name and License Number of Inspector)

(Date)

(Name, License Number and Signature of Sponsoring Inspector, if required)

## PURPOSE, LIMITATIONS AND INSPECTOR / CLIENT RESPONSIBILITIES

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information.

This inspection is subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC"), which can be found at [www.trec.texas.gov](http://www.trec.texas.gov).

The TREC Standards of Practice (Sections 535.227-535.233 of the Rules) are the minimum standards for inspections by TREC-licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is NOT required to turn on decommissioned equipment, systems, utility services or apply an open flame or light a pilot to operate any appliance. The inspector is NOT required to climb over obstacles, move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector shall indicate, by checking the appropriate boxes on the form, whether each item was inspected, not inspected, not present or deficient and explain the findings in the corresponding section in the body of the report form. The inspector must check the Deficient (D) box 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 TREC Standards of Practice. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing components, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

Some items reported may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards or Deficiencies below.

THIS PROPERTY INSPECTION IS NOT A TECHNICALLY EXHAUSTIVE INSPECTION OF THE STRUCTURE, SYSTEMS OR COMPONENTS. The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods.

Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

### **TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES**

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions.

Examples of such hazards include:

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

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as “Deficient” when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been “grandfathered” because they were present prior to the adoption of codes prohibiting such conditions.

While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms require a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

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## ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

### SCOPE OF INSPECTION

These standards of practice define the minimum levels of inspection required for substantially completed residential improvements to real property. 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 parts, components, and systems in addition to those described by the standards of practice.

**To view the TREC Standards of Practice, please visit [www.trec.state.tx.us/pdf/inspectors/535.227-535.233.pdf](http://www.trec.state.tx.us/pdf/inspectors/535.227-535.233.pdf)**

PHI does not test for Asbestos, Radon gas, Lead based paints, or Mold. If you have any concerns with any of these items, we recommend further review by a specialist in the Air Quality Field.

**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 CONTRACT 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 **PHI** 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 to arrange for a consultation. If you choose not to consult on the inspection report, **PHI** cannot be held liable for your understanding or misunderstanding of the reports content.

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 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.

Items in each section of the report are inserted in order of observation during the inspection or imaging attachments and are not necessarily listed in order of priority. **The inspector does not prioritize one deficiency over another.**

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### **EDITING ERRORS**

Sometimes during the course of transposing information from field notes to the computer-generate report, data can be left out. If such data is found after the report is sent to you, we reserve the right to send you a corrected addendum. This report was prepared on a computer and infrequently a word or part of a sentence may be accidentally deleted or altered. Should you encounter such a condition, please contact me as soon as possible to make the necessary correction and provide you with a replacement page(s).

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I

NI

NP

D

Inspection Item

## I. STRUCTURAL SYSTEMS

### A. Foundations

Comments:

Type of Foundation(s): Slab-on grade

#### Foundation Performance Opinion:

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 or no effects of adverse performance and I perceived the foundation to contain no significant unlevelness after walking the 1<sup>st</sup> level floors. This is a cursory and visual observation of the conditions and circumstances present at the time of this inspection. Opinions are based on observations made without sophisticated testing procedures.

*No visible deficiencies were found at the time of inspection.*

#### 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 & Drainage

Comments:

*No visible deficiencies were found at the time of inspection.*

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### C. Roof Covering Materials

*Comments:*

*Type(s) of Roof Covering:* Asphalt composition shingle

*Viewed From:* Walked on roof

There was no kickout flashing observed. The lack of this kickout flashing can allow water to penetrate at these points.



The downspout(s) should discharge water at least five (5) feet from the house. Storm water should be encouraged to flow away from the building at the point of discharge. Extension tubes are recommended.



**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 Structure & Attic**

*Comments:*

*Viewed From:* Entered attic and performed a visual inspection

*Approximate Average Depth of Insulation:* 14 inches

*Approximate Average Thickness of Vertical Insulation:* 6-8 inches

**Note:**

*An opinion on the performance of the roof covering is not a warranty against future leaks or damage to the roof covering. Active leaks are not visible during an inspection when there is no rain, and all the areas of the attic may not be accessible for inspection.*

There is evidence of past or present vermin activity in the attic (holes in the insulation). This condition is very common. A pest control specialist should be consulted in this regard.

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

*Comments:*

**Stucco (Hard Coat or EIFS) Observation and Opinions**

There is a stucco type product installed as the exterior veneer / cladding for this structure. A full evaluation of this product is outside the scope of this inspection. At this time a general limited visually based survey of the accessible exterior stucco veneer / cladding will be performed without the use of any specialized tools or procedures. Due to the known general misapplication of residential stucco products, associated deficiencies and water intrusion problems; full evaluation of this product requires a specialty inspection from a Properly Certified Third Party Stucco Inspector. You may consider contacting a Properly Certified Third Party Stucco Inspector to schedule a specialty inspection of the stucco product.

The Inspectors findings will be listed below but all possible deficiencies will not be limited to the following:

Trim boards at the front entrance of the home should be sealed as needed to prevent vermin and insect activity into the attic space.



There was an insufficient amount of weep holes found at the foundation level at the front entrance. Weep holes allow moisture to drain from the wall cavity due to penetration or condensation. Drilling weep holes post construction is routine and simple. This is a common observation.



There was an insufficient amount of weep holes found above the lintels at the front of the home. Weep holes allow moisture to drain from the wall cavity due to penetration or condensation. Drilling weep holes post construction is routine and simple. This is a common observation.



The header over the window at the front of the home should be sealed to prevent water penetration.



Openings in the mortar joints along the south side of the house should be sealed as necessary to prevent water penetration.



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**F. Ceilings & Floors**

*Comments:*

*No visible deficiencies were found at the time of inspection.*

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

*Comments:*

The casing for the door at the front of the house should be sealed to prevent water and air penetration.



Door hardware at the front of the house should be adjusted to work properly.  
Door hardware to the garage should be adjusted to work properly.

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**H. Windows**

*Comments:*

**Notice:**

*Window seal failure, when noted, is detected by visual contamination between the panes of glass. Dirty windows, wet conditions and screens may inhibit the inspector's ability to identify all deficiencies. Upon further review by a certified glass company, additional failures may be found.*

The windows and window sills on the exterior of the house are in need of re-caulking or re-pointing to avoid water penetration.



A damaged screen was found on a window in the northeast bedroom.

A damaged screen was found on a window in the breakfast room.

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

*Comments:*

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**J. Fireplace/Chimney**

*Comments:*

Under today's standards, a minimum clearance of two inches between the metal chimney and insulation is required. Improvement is recommended.



Fire stopping in the attic surrounding the chimney flue is not properly installed. *This should be corrected as this poses a fire hazard.*



Gap excessive

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

*Comments:*

*No visible deficiencies were found at the time of inspection.*

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**I. Other**

*Comments:*

## II. ELECTRICAL SYSTEMS

### A. Service Entrance and Panels

*Comments:*

*Box rating and or Main Disconnect Rating: 200 amps*

*Panel Location: North side of home*

*No visible deficiencies were found at the time of inspection.*

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

*Comments:*

*Type of Wiring: Copper*

Outlet cover plates at the rear of the house under the outdoor kitchen countertop that are marked with GFCI stickers are not actually protected outlets. The stickers should be removed for safety reasons. It should be confirmed with the builder if GFCI outlets are actually needed in this location.

A light at the front of the house is inoperative. If the bulb is not blown, the circuit should be investigated.

The door bell was loose on the wall and should be secured.

**Notice:**

***In occupied structures; some of the receptacles in the home were inaccessible and could not be reached for inspection due to personal effects, heavy storage, furniture or conditions outside the control of the inspector.***

**Smoke Detectors Note:**

***Smoke detectors may not be checked when there is a security system or sprinkler system present. The smoke detectors should be periodically checked and the batteries replaced on a regular basis. Some smoke detectors may not be accessible for inspection. It is recommended that smoke detectors be replaced after ten years old.***

### III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

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#### A. Heating Equipment

*Comments:*

##### Main Central Heating System

*Type of System:* Central forced air system

*Energy Source:* Gas

*Location:* Attic space

*Manufacturer:* Carrier

*Manufacturing Date /* 2013

*This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.*

The fan for the HVAC system was not turning off despite the system being off for over ten minutes. This condition should be further investigated.

- 

#### B. Cooling Equipment

*Comments:*

##### Main Central Cooling System

*Today's temperature differential:* 14 Degrees Low; Recommend Servicing

*Approximate system size:* Five Ton

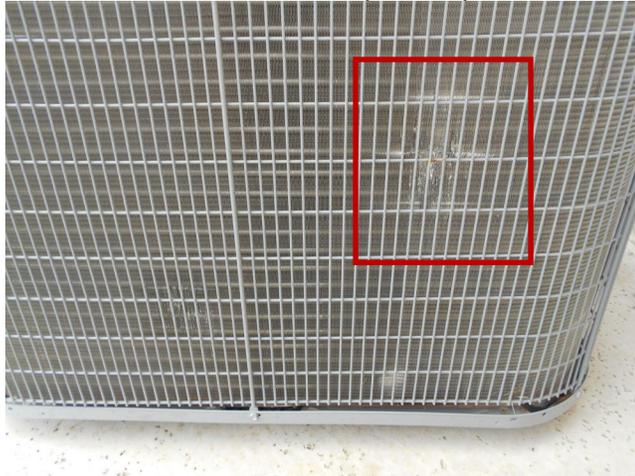
*Type of System:* Central forced air system

*Manufacturer:* Carrier

*Manufacturing Date /* 2013

***This system should be checked and serviced by a licensed HVAC technician. The findings to support the rendering of this opinion are listed, but not limited to the items below.***

The fins of the outdoor portion of the air conditioning system were observed to be slightly damaged. This condition can reduce the efficiency of the system. Recommend straitening the fins.



The coil housing was observed to be damaged. Improvement is recommended.



The temperature drop measured across the evaporator coil of the air conditioning system is lower than considered typical. This usually indicates that servicing is needed. A qualified heating and cooling technician should be consulted to further evaluate this condition and the remedies available for correction.

**Notice:**

*Temperature differential readings are a fundamental standard for testing the proper operation of the cooling system. The normal acceptable range is considered approximately **between 15 to 23 degrees F.** total difference between the return air and supply air. Unusual conditions such as excessive humidity, low outdoor temperatures, and 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.*

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**C. Duct System, Chases, and Vents**

*Comments:*

*No visible deficiencies were found at the time of inspection.*

## IV. PLUMBING SYSTEM

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

*Comments:*

*Location of water meter:* Southwest corner

*Location of main water supply valve:* In front of meter. Additional water shut off in garage.

*The static water pressure for the plumbing system:* 55 psi Normal 40-80 psi.

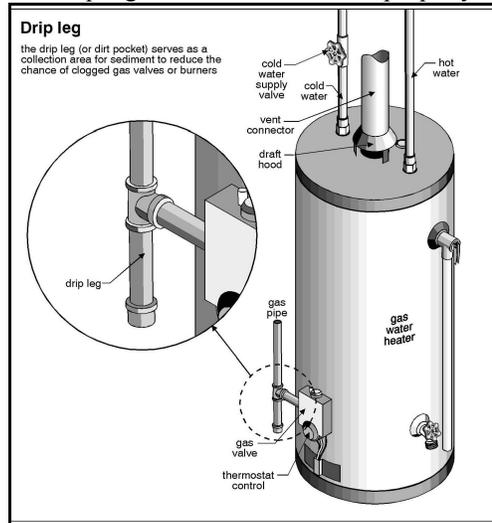
*Location of gas meter:* North side of home

*Gas:* Natural gas

The box that houses the water supply shut off valve should be cleared of dirt and/or debris to allow proper operation of the valve handle.

#### Gas lines

The drip leg at the furnace was not properly installed. Improvement is recommended.



#### 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.*

#### Gas Scope:

*The Inspector shall inspect and report deficiencies in the condition of all accessible and visible gas pipes and test the gas lines using a local and/or industry accepted procedure. The Inspector will use a combustible gas leak detector on all the accessible gas lines, joints, unions and connectors and report as in need of repair, any deficiencies found at the time and date of the inspection.*

#### Specific Limitations for gas lines:

*The inspector is not required to inspect sacrificial anode bonding or for its existence. The Inspector does not and will not perform a pressure test on the gas lines. The Inspector cannot detect gas leaks below the finished grade (underground) or 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, we recommend the buyer have the gas system further evaluated by the local controlling gas supplier and/or a qualified licensed master plumber. It is highly recommended to have carbon monoxide detectors installed when a home is using fuel burning appliances. i.e. Water Heaters, Furnaces, cook tops, etc.*

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

*Comments:*

*Location of main clean out: Southeast corner*

*No visible deficiencies were found at the time of inspection.*

**Notice:**

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

- 

**C. Water Heating Equipment**

*Comments:*

**Garage unit**

*Energy Source: Gas*

*Capacity: 50 Gal*

*Location: Garage*

*Manufacturing Date / 2013*

**Attic unit**

*Energy Source: Gas*

*Capacity: 50 Gal*

*Location: Attic space*

*Manufacturing Date / 2010*

*The T&P (temperature and pressure) valve was not tested at the time of inspection.*

*These components appear to be performing adequately at the time of this inspection. They are achieving an operation, function, or configuration consistent with accepted industry practices for their age.*

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**D. Hydro-Massage Therapy Equipment**

*Comments:*

- 

**E. Other**

*Comments:*

## V. APPLIANCES

### A Dishwasher

Comments:

*This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.*

### B. Food Waste Disposer

Comments:

*This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.*

### C. Range Hood and Exhaust Systems

Comments:

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

### D. Ranges, Cooktops, and Ovens

Comments:

*These components appear to be performing adequately at the time of this inspection. They are achieving an operation, function, or configuration consistent with accepted industry practices for their age.*

### E. Microwave Oven

Comments:

*This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.*

### F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

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

### G. Garage Door Operators

Comments:

**Note:**

*Garage doors and automatic openers may require annual adjustment and/or lubrication. Recommend reading the owners manual for further information.*

*These components appear to be performing adequately at the time of this inspection. They are achieving an operation, function, or configuration consistent with accepted industry practices for their age.*

The lights for the garage door openers were missing.

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**H. Dryer Exhaust Systems**

*Comments:*

**Notice:**

*Operation of the dryer vent operation cannot be determined during this inspection. The dryer vent will be visually inspected, where available and observed deficiencies will be reported below.*

*No visible deficiencies were found at the time of inspection.*

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**I. Other**

*Comments:*

**VI. OPTIONAL SYSTEMS**

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**A. Landscape Irrigation (Sprinkler) Systems**

*Comments:*

Clogged sprinkler heads were noted on station 4. This condition should be remedied to ensure adequate spray coverage for the entire sprinkler system.

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

*Comments:*

*Type of Construction:*

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**C. Other**

*Comments:*

# INSPECTION CONTRACT

## **I. Scope of Services**

A. In exchange for the Inspection Fee paid by 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. **Initial** \_\_\_\_\_

B. The inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. Inspector will not remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. Systems and conditions which are not specifically addressed in the Inspection Report are excluded.

C. The Inspector may indicate one of the following opinions of the Inspector regarding a particular item:

1. The item is performing its intended function at the time of the inspection;
2. The item is in need of replacement 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. Unless specifically stated, the report will not include and should not be read to indicate opinions as to the environmental conditions, presence of toxic or hazardous waste or substances, presence of termites or other wood-destroying organisms, or compliance with codes, ordinances, statutes or restrictions or the insurability, efficiency, quality, durability, future life or future performance of any item inspected.

B. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully read for any material facts that may influence or effect the desirability and/or market value of the Property.

C. 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.

## **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.**

**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 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 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 named 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 selling Real Estate Agent.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THE ATTACHED DOCUMENTS, IF ANY; 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: \_\_\_\_\_

Address of Inspection: \_\_\_\_\_

## ADDENDUM: REPORT SUMMARY

*The following is an itemized list copied from the main body of the report. Some items may need to be budgeted for over the short term. Other improvements, outside the scope of this inspection, may also be necessary. Please refer to the body of this report for further details on these and other recommendations.*

### **Roof Covering Materials**

There was no kickout flashing observed. The lack of this kickout flashing can allow water to penetrate at these points.

The downspout(s) should discharge water at least five (5) feet from the house. Storm water should be encouraged to flow away from the building at the point of discharge. Extension tubes are recommended.

### **Roof Structure & Attic**

There is evidence of past or present vermin activity in the attic (holes in the insulation). This condition is very common. A pest control specialist should be consulted in this regard.

### **Walls (Interior & Exterior)**

Trim boards at the front entrance of the home should be sealed as needed to prevent vermin and insect activity into the attic space.

There was an insufficient amount of weep holes found at the foundation level at the front entrance. Weep holes allow moisture to drain from the wall cavity due to penetration or condensation. Drilling weep holes post construction is routine and simple. This is a common observation.

There was an insufficient amount of weep holes found above the lintels at the front of the home. Weep holes allow moisture to drain from the wall cavity due to penetration or condensation. Drilling weep holes post construction is routine and simple. This is a common observation.

The header over the window at the front of the home should be sealed to prevent water penetration.

Openings in the mortar joints along the south side of the house should be sealed as necessary to prevent water penetration.

### **Doors (Interior & Exterior)**

The casing for the door at the front of the house should be sealed to prevent water and air penetration.

Door hardware at the front of the house should be adjusted to work properly.

Door hardware to the garage should be adjusted to work properly.

### **Windows**

The windows and window sills on the exterior of the house are in need of re-caulking or re-pointing to avoid water penetration.

A damaged screen was found on a window in the northeast bedroom.

A damaged screen was found on a window in the breakfast room.

### **Fireplace/Chimney**

Under today's standards, a minimum clearance of two inches between the metal chimney and insulation is required. Improvement is recommended.

Fire stopping in the attic surrounding the chimney flue is not properly installed. *This should be corrected as this poses a fire hazard.*

### **Branch Circuits, Connected Devices, and Fixtures**

Outlet cover plates at the rear of the house under the outdoor kitchen countertop that are marked with GFCI stickers are not actually protected outlets. The stickers should be removed for safety reasons. It should be confirmed with the builder if GFCI outlets are actually needed in this location.

A light at the front of the house is inoperative. If the bulb is not blown, the circuit should be investigated.

The door bell was loose on the wall and should be secured.

**Heating Equipment**

The fan for the HVAC system was not turning off despite the system being off for over ten minutes. This condition should be further investigated.

**Cooling Equipment**

The fins of the outdoor portion of the air conditioning system were observed to be slightly damaged. This condition can reduce the efficiency of the system. Recommend straitening the fins.

The coil housing was observed to be damaged. Improvement is recommended.

The temperature drop measured across the evaporator coil of the air conditioning system is lower than considered typical. This usually indicates that servicing is needed. A qualified heating and cooling technician should be consulted to further evaluate this condition and the remedies available for correction.

**Plumbing Supply, Distribution Systems and Fixtures**

The box that houses the water supply shut off valve should be cleared of dirt and/or debris to allow proper operation of the valve handle.

Gas lines

The drip leg at the furnace was not properly installed. Improvement is recommended.

**Garage Door Operators**

The lights for the garage door openers were missing.

**Landscape Irrigation (Sprinkler) Systems**

Clogged sprinkler heads were noted on station 4. This condition should be remedied to ensure adequate spray coverage for the entire sprinkler system.

## ADDENDUM: REPORT OVERVIEW

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### **THE HOUSE IN PERSPECTIVE**

New construction

NOTE: For the purpose of this report, it is assumed that the house faces west.

### **THE SCOPE OF THE INSPECTION**

All components designated for inspection in accordance with the rules of the TEXAS REAL ESTATE COMMISSION (TREC) are inspected, except as may be noted by the "Not Inspected" or "Not Present" check boxes. Explanations for items not inspected may be in the "TREC Limitations" sections within this report.

This inspection is visual only. A representative sample of building components are viewed in areas that are accessible at the time of the inspection. No destructive testing or dismantling of building components is performed.

It is the goal of the inspection to put a home buyer in a better position to make a buying decision. Not all improvements will be identified during this inspection. Unexpected repairs should still be anticipated. The inspection should not be considered a guarantee or warranty of any kind.

Please refer to the pre-inspection contract for a full explanation of the scope of the inspection.

### **WEATHER CONDITIONS DURING INSPECTION**

Dry weather conditions prevailed at the time of the inspection. The estimated outside temperature was 80 degrees F. Occasional rain has been experienced in the days leading up to the inspection.