

Professional Inspection Report

Prepared for:

**Robert Malone
5015 Ossineke Ct
Spring, TX 77386**

September 7, 2018



ProVantage Inspections, PLLC

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PROPERTY INSPECTION REPORT

Prepared For: Robert Malone
(Name of Client)

Concerning: 5015 Ossineke Ct, Spring, TX 77386
(Address or Other Identification of Inspected Property)

By: Lee Rushing, Lic #21601 09/07/2018
(Name and License Number of Inspector) (Date)

(Name, License Number of Sponsoring Inspector)

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.

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, bathroom, 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;
- lack of electrical bonding and grounding; and
- lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

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 requires 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.

This confidential report is prepared exclusively for Robert Malone on 09/10/2018.

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

Reinspection Comments from Friday, September 7, 2018

This property at 5015 Ossineke Court was previously inspected by ProVantage Inspections on April 3, 2018. The report from that inspection was reviewed for this reinspection.

The full property was not inspected at the time of the reinspection and the comments noted in this report are relative to the deficient items observed and described in the April 3, 2018 report for items that appeared to have been corrected / repaired. There were multiple deficient items described with photographs in the original report that appeared to be in the same / similar deficient condition at the time of this reinspection.

The deficient items in the April 3, 2018 report that appeared to be in the same condition as they were in the first inspection are not mentioned again in this report. This report should be considered as an addendum to the original report and not a replacement report. The original report should be consulted for deficient items that need to be addressed.

General Reinspection Information

Inspection Start Time: 9:00 am **Stop Time:** 1:00 pm

Present at Inspection: Buyer's Agent

Property Status: Occupied

The inspection of this property was limited in some ways due to the fact that it was currently occupied or staged with furniture. Some walls, floors, windows, electrical components, plumbing fixtures and other areas / items could not be inspected because they were restricted or inaccessible because of furniture or stored items.

Weather Conditions: Clear

Outside Temperature: 90° to 95° Degrees

Interpreting this Inspection Report

Orientation Directions: All directional references in this report as to right, left, front, or rear are from a **FRONT VIEW** perspective, i.e. - as if you were standing in the front yard looking at the house.

Photographs: Photographs used for information and/or clarification for depicting issues and conditions are provided as a convenience and may not depict all the occurrences of a condition. For example, if several electrical receptacles are not

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working correctly, siding is deteriorated in multiple locations, or more than one window spring is broken, there may not be a picture of every deficiency.

Items marked “Deficient”: Please understand that some items marked as “Deficient” does not necessarily mean that they were deficient when the home was built. TREC requires inspectors to mark some items deficient for safety reasons. Building codes change for new construction practices. The seller should not be expected to bring items up to current codes when it may not have been required at the time of construction.

What does the Seller have to repair that is called out as deficient in this inspection report?: Nothing ... every transaction is different - the seller's financial situation, the debt and value of a property, the condition of the market at the current time, and other things. A seller may sell a property in "As Is" condition without repairing anything, may pay for and fix a few items, may not repair anything but negotiate a concession off the price of the property, or may repair everything. Every deal is different. The buyer must work with his / her agent to determine how to apply the inspection report to the sale of the specific property.

Purpose of the Inspection and Report

The purpose of this reinspection is to make visual observations of the deficiencies noted in the original inspection and note the items that were repaired / corrected. The intent of the inspection report is to inform the client of the inspector's opinions concerning the apparent condition of the house and property on the day of the inspection, given the specific conditions of that day.

Limitations, Guarantees, or Warranties

The inspector cannot and does not anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. There are no guarantees or warranties, express or implied, as to future performance of any item, system or component.

This report is paid and prepared for the exclusive use of Robert Malone.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

I. STRUCTURAL SYSTEMS

A. Roof Covering Materials

Comments:

- The area of shingles and roof decking sheathing on the left side of the house that was visible from the attic area from the upstairs craft room appeared to have been satisfactorily repaired and corrected.

Items Deficient, Damaged, Non-Functioning, or Operating Improperly:

- The flashing on the front vertical wall outside the upstairs front bedroom was unsatisfactorily installed and appeared to be a location where moisture would be entering the wall that is causing damage and deterioration to the ceiling in the downstairs formal dining area. Recommend repair to properly flash and seal this area to prevent moisture penetration.



Note: The life expectancy of roofing material is not determined in a property inspection. If there are any concerns about the roof covering life expectancy or potential for future problems, a qualified roofing specialist should be consulted. The inspector does not 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. The buyer is encouraged to have the Property 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.

B. Roof Structures and Attics

Comments:

- The deteriorated roof sheathing observed on the left side of the house appeared to have been satisfactorily repaired and corrected.

C. Walls (Interior and Exterior)

Comments:

- The damaged material in the wine storage room appeared to be in satisfactory condition and the wine cooling / refrigeration equipment was functioning satisfactorily at the time of the reinspection.
- There was evidence of patching to a few locations of the locations mentioned in the April 3, 2018 report on the exterior stucco finish on the left side of the house. These areas were cosmetically corrected and, in this inspector's opinion, should be more satisfactorily finished.

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I	NI	NP	D
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- The brick / tiles on the edge of the front upstairs balcony were repaired satisfactorily.



D. Ceilings and Floors

Comments:

- The ceiling finish in the upstairs bedroom appeared to have been repaired satisfactorily. Recommend removal of paint from air registers.
- The trim and finish work in the upstairs right bedroom appeared to have been repaired satisfactorily.
- The wine storage room appeared to have been repaired satisfactorily.

Items Deficient, Damaged, Non-Functioning, or Operating Improperly:

- The ceiling in the downstairs formal dining room that had been deteriorated from moisture damage at the time of the April 3, 2018 inspection was repaired cosmetically. This area was scanned with a Tramex moisture meter and appeared to have a high level of moisture at the time of the reinspection. See note above under "Roof Covering Materials" describing what may be the cause of the moisture penetration.

E. Doors (Interior and Exterior)

Comments:

- The door to the garage bathroom appeared to be opening / closing in satisfactory condition.

Items Deficient, Damaged, Non-Functioning, or Operating Improperly:

- The door knob hardware to the door entering the garage from the downstairs game room was broken and needs to be repaired.

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I	NI	NP	D
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I	NI	NP	D
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II. ELECTRICAL SYSTEMS

A. Branch Circuits, Connected Devices, and Fixtures

Type of Branch Circuit Wiring: *Copper*

Comments:

- The motion sensor switch in the master bathroom toilet room was replaced with a regular on/off switch and functioned satisfactorily.

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I NI NP D

III. PLUMBING SYSTEM

A. Plumbing Supply, Distribution Systems and Fixtures

Comments:

- The water leakage that appeared two times at the time of the original inspection on both sides of the rear garage did not appear at the time of the reinspection.
- The sink and faucet in the upstairs craft room that was loose appeared to be secure on the countertop.
- The faucet / drain leakage in the master bathroom small lavatory was not leaking and appeared to have been repaired satisfactorily.
- The stopper in the large lavatory in the master bathroom was functioning satisfactorily.
- The shower diverter in the upstairs front bedroom bathroom appeared to function satisfactorily.
- The sink in the garage bathroom that was loose appeared to have been secured satisfactorily.

Note: The inspector has attempted to discover and report conditions requiring further evaluation or repair. 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.

B. Hydro-Massage Therapy Equipment

Comments:

- The stopper in the whirlpool tub appeared to function satisfactorily.

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I NI NP D

IV. OPTIONAL SYSTEMS

A. Landscape Irrigation (Sprinkler) Systems

Comments:

- The sprinkler system spray heads appeared to have been repaired and were functioning satisfactorily.

Items Deficient, Damaged, Non-Functioning, or Operating Improperly:

- There were multiple areas in the front and back yards that appeared to be overwatered that were excessively saturated. Recommend programming the sprinkler system zones satisfactorily to eliminate ground saturation and provide more effective watering.



PROFESSIONAL INSPECTION AGREEMENT

Please read the following Agreement carefully before signing.

This Inspection Agreement (“Agreement”) is entered into on this day, 09/10/2018, between Robert Malone (“Client”) and ProVantage Inspections (“Inspector”) for the purpose of performing a general property condition inspection concerning 5015 Ossineke Ct (“Property”).

Scope of Services:

- I. 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.
- II. 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 (“SOP”) set forth by the Texas Real Estate Commission (“TREC”) (www.trec.state.tx.us). The Inspector will attempt to identify major defects and problems with the Property. Client acknowledges that the inspection report may not identify all defects or problems.
- III. 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 remove walls and wall coverings, floors and floor coverings, climb over large and/or heavy furniture and items, or fragile obstacles / objects and other obstructions in order to inspect concealed items. The Inspector will not turn on decommissioned equipment, systems, or utility services. Systems, components, and conditions which are not specifically addressed in the inspection report are excluded.
- IV. The inspection report may indicate one of the following opinions of the Inspector regarding a particular item at the time of the inspection:
 - ? The item performed its intended function or achieved an operation, function or configuration relative to accepted industry standard practices with consideration of age and normal wear and tear from ordinary use;
 - ? The item was in need of repair; or
 - ? Further evaluation by a licensed or qualified technician / expert is recommended.

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:
 - The presence, absence, or risk of environmental conditions such as asbestos, lead-based paint, mold, mildew, corrosive or contaminated drywall (i.e. “Chinese Drywall”) or any other environmental hazards, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, poison, presence of toxic or hazardous waste or substances;
 - Presence or absence of pests, termites, or other wood-destroying insects or organisms;
 - Compliance with any ordinances, statutes or restrictions, code, listing, testing or protocol authority, utility sources, property association guidelines or requirements, manufacturer or regulatory requirements;
 - Insurability, efficiency, warrantability, suitability, adequacy, compatibility, capacity, durability, quality reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, age, or
 - Anticipate future life or future events or changes in performance of any item inspected.
- I. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Disclosure statements should be carefully reviewed for any material facts that may influence or affect the desirability and/or market value of the property.
- J. As noted above, the inspection report may state that further evaluation of certain items is needed by a licensed or qualified technician/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, fire/smoke detection systems, septic systems and other observable items as noted in the report.

Disclaimer of Warranties:

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

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

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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 a 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.

In the event the inspector fails to fulfill the obligations under this agreement, Client's exclusive remedy at law or in equity against Inspector is limited to a maximum recovery of damages equal to two times the paid inspection fee or a maximum amount of \$1,000.00, whichever is less. This limitation of liability applies to anyone, including the Client, who is damaged or has to pay expenses of any kind, including attorney fees and costs, because of mistakes or omissions by Inspector in this inspection or report. Client assumes the risk of losses greater than the refund of the fee paid herein.

Fees or Other Valuable Consideration Disclosure:

ProVantage Inspections, PLLC, may accept referral fees or other valuable considerations in this real estate transaction and/or pay a portion of the fees received if an outside contractor has been arranged by the company to perform a third party inspection. By signing below, the Client(s) is acknowledging being informed of this arrangement between the company and the third party, and consent to these arrangements. The Inspector may have an affiliation with a third party service provider ("TPSP") in order to offer you additional value-added services. ProVantage Inspections, PLLC, is not liable for work performed by third party contractors.

Dispute Resolution:

In the event that 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 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.

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.

Exclusivity and Non-Transferability:

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 Buyer's Real Estate Agent/Representative.

By my signature below, I acknowledge that I have read this contract and any attached documents. I understand and am bound by the terms and conditions set forth. 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 members and that this agreement is a family obligation incurred in the interest of the family.

Client Signature: _____

Date: 09/10/2018

Inspector: Lee Rushing