

Solid Home Inspections

13407 Nottoway Circle Cypress, TX 77429

(832)732-9475



2021 build - 4232 sf Cypress, TX 77433

PROPERTY INSPECTION REPORT

Prepared For:	Sample Report
•	(Name of Client)
Concerning:	2021 build - 4232 sf, Cypress, TX 77433 (Address or Other Identification of Inspected Property)
By:	David Gibbs, Lic #7406 TREC Professional Inspector 01/28/2021 (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.

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

For purposes of identification and reporting, we will describe the locations of this property, left or right, front or rear, as though viewing the building from the street.

Weather: Clear

<u>Temperature</u>: The outside temperature was 40 to 55 degrees

Present: The Inspector and Multiple Seller's Contractors

Note: This building was recently constructed. After a "break in" period, conditions may develop which were not present, visible and/or apparent during our inspection. Latent defects that become evident after inspections should be brought to the attention of the builder for repair under builder's warranty agreement.

<u>Structure Type</u>: The house described was platform type wood framing with exterior veneer and/or siding and gypsum board interior wall / ceiling covering.

Note: This inspection is visual in nature and in the absence of visual indicators, can not determine if the house was previously flooded. No inspection or testing for presence of wood destroying insects/organisms, mold, biological or chemical contamination was performed and conditions may exist in inaccessible areas inside walls that are not reported. We recommend buyer obtain additional information regarding previous damage claims on the property and review the seller's disclosure. A CLUE Report (Comprehensive Loss Underwriting Exchange) from the seller or insurance agent can provide dates of claims, insurance company(ies) involved, type of policy, whether loss was related to a named catastrophe (hurricane, etc.), the amount paid and cause of the loss.

FOR REFERENCE WHILE REPORT READING:

Health & Safety related items are printed in bold print.

Items that are underlined may be recommended repair or further investigation to prevent more extensive damage or indicate non-compliance with current building standards.

Regular text indicates minor repair or preventive maintenance type items.

Comments in italics are generally FYI (for your information) and don't require any action.

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I=Inspected

NI=Not Inspected NP=Not Present

D=Deficient

I. STRUCTURAL SYSTEMS

 \square \square \square A. Foundations

Type of Foundation(s): Slab on grade

Comments:

The foundation was performing intended function, adequately supporting house. No evidence was observed suggesting significant foundation movement at time of inspection.

Determining whether elevation of foundation is adequately raised above flood plain as required by today's standards was not determined. We recommend make inquiry with builder and obtain documentation related to foundation / finished floor elevation related to flood plain. Foundation slabs are not completely level, rigid or perfectly stationary. As the underlying soils move, slabs will move up and down and may tilt (uniform deflection) or bend (differential deflection). Soils movements are caused by conditions including: 1] the shrinking and swelling of expansive soils as they dry and get wet; 2] by the settlement of fill dirt that has not been fully compacted; 3] the heaving of soils where the land has been cut and 4] pressure from roots of large trees. As underlying soils move, any slab that they support will shift. Because slabs, and the structures that rest on them, are more rigid than the soils on which they rest, the manner in which slabs and soils interact is complex. Determining adequacy and composition of soils below foundation and materials inside foundation is outside the scope of this inspection. The presence and/or type and condition of vapor barrier installed during construction was not determined and was not accessible to inspector. If any of these are a concern, we recommend further investigation by a qualified contractor.

Observed uneven surface at foundation edge / aggregate visible. This is primarily a cosmetic condition.



☑ □ □ ☑ B. Grading and Drainage Comments:

NI=Not Inspected

NP=Not Present

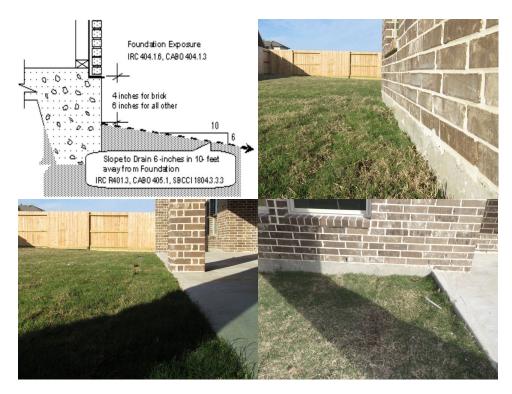
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NI NP D

GRADING AND DRAINAGE:

Note: Proper grading is required to minimize water buildup near the foundations. Soil should slope away from the building to create consistent soil moisture content around perimeter for best foundation performance. Roofing system gutter discharge should also be directed away from the foundations to minimize excessive moisture buildup.

Soil grading had depressions or inadequate / negative slope in some rear areas and did not appear to properly direct runoff water away from foundation as required according to today's standards (6" drop in 10' Ref: IRC 401.3). This may promote water penetration, adversely affect the foundation and cause differential settlement. We recommend repair as necessary.



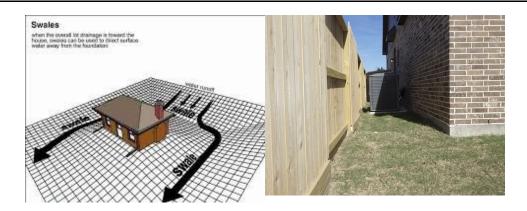
The drainage swale was not continuously sloped to street as required according to today's standards, may cause water ponding at rear of house. We recommend repair as necessary to promote proper drainage away from foundation and extend service life of fence.

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NI NP D



ROOF DRAINAGE AND GUTTERS:

We recommend addition of rain gutters where not present to help improve drainage and foundation performance. Gutters with downspouts and splashblocks at bottom will minimize erosion and foundation movement associated with expansive soils.

Runoff water from the roof gutters discharged next to the building. For improved foundation performance we recommend install splash blocks to direct runoff water sufficiently away from the building prevent erosion and saturation of the soil at foundation.



\square \square \square \square \square \square \square C. Roof Covering Materials

Types of Roof Covering: Asphalt / Fiberglass Composition Shingles *Viewed From*: Edge of Roof On Ladder / Remote Extension Camera *Comments*:

The roof was inspected from edge of roof on ladder (lower levels) and from ground (upper levels) due to height and steep slope. Some areas had limited visibility. For additional information, we recommend obtain full inspection from a qualified roofing contractor.

ROOF SURFACE:

NI=Not Inspected

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NI NP D

Note: Inspector did not lift shingles to check roof fastener installation, due to potential for damage to the shingles and the sealant bonding that secures them. Inspector may not be able to determine if a roof overlay exists (2 layers of shingles). If further information is desired, we recommend consult a qualified roofing contractor for additional information.

Observed shingles with tears and surface damage in some areas, likely due to foot traffic during construction. (Photos are examples only and do not represent all instances of damage.) Shingles with UV protective mineral coating missing may wear out prematurely and damage may not be covered under warranty. We recommend further inspection by a specialist contractor and repair or replace as necessary.



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I NI NP D



Observed multiple nail holes in shingles. These are likely from use of toe boards (lumber improperly nailed to roof surface to create walkway during construction). We recommend repair or replace as necessary to prevent water penetration.



Observed shingles improperly installed, lifted/loose at lower edges in some areas. Loose shingles are prone to water penetration and more likely to be damaged in a windstorm. We recommend repair or replace as required according to manufacturer's requirements to prevent damage and water penetration. (The following example is from GAF installation instructions.)

[•] WIND RESISTANCE/HAND SEALING: These shingles have a special thermal sealant that firmly bonds the shingles together after application when exposed to sun and warm temperatures. Shingles installed in fall or winter may not seal until the following spring. If shingles are damaged by winds before sealing or are not exposed to adequate surface temperatures, or if the self-sealant gets dirty, the shingles may never seal. Failure to seal under these circumstances results from the nature of self-sealing shingles, and is not a manufacturing defect. If shingles are to be applied during PROLONGED COLD periods or in areas where airborne dust or sand can be expected before sealing occurs, the shingles MUST be hand sealed. See Nailing Instructions / Hand Sealing.

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VISIBLE FLASHING / ROOF PENETRATIONS:

Lower edge of some flashings were lifted or not sealed down at rear. Wind driven rains can cause water penetration. We recommend repair / seal as necessary.



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I=Inspected NI=

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NI NP D

Flashings were improper in some areas where roof meets wall, leaving gaps that will promote water penetration. We recommend repair or replace as necessary.



MISCELLANEOUS:

We make every effort to identify roof leaks, however this visual inspection can not guarantee that there are none. We recommend monitor for leakage and take action as necessary.

\square \square \square \square D. Roof Structures and Attics

Viewed From: Water Heater / Furnace Platforms and Walkways Approximate Average Depth of Insulation: 12 Inches Comments:

ROOF STRUCTURE AND FRAMING:

Visible attic framing appeared to be in serviceable condition. No deficiencies were noted.

ATTIC VENTILATION / INSULATION:

Attic insulation / ventilation appeared to be in serviceable condition. No deficiencies were noted.

ATTIC ACCESS, LADDERS & WALKWAYS:

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

NI NP D

Not all areas of attic were accessible to inspection.

☑ □ □ ☑ E. Walls (Interior and Exterior)

Comments:

Note: Our review of the walls is a visual inspection. The inside of the finished walls were not accessible (except as noted below).

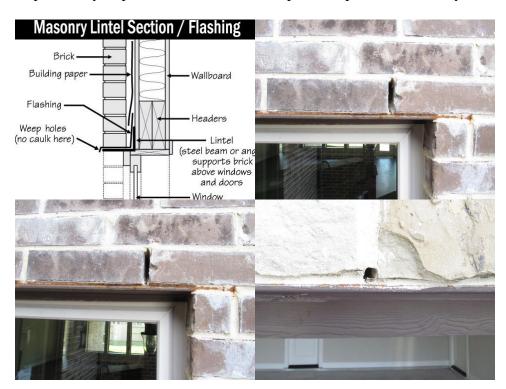
INTERIOR:

Some areas may not be visible because of furnishings and/or stored items. Cabinets drawers / doors and cosmetic items are typically not included.

EXTERIOR:

The insulation, water proofing and flashings were concealed behind wall covering and were generally inaccessible, could not be fully inspected.

Flashing is required above steel lintels and below lowest brick course to shed moisture that may get inside wall and also minimize corrosion / deterioration of lintel (Ref IRC R703.8.5). Rust inhibiting paint is required prior to installation on all surfaces (Ref: IRC R703.8.3). No flashing was visible over garage doors and some windows with brick at top and lintels were observed to be corroded in one or more areas. We recommend further inspection by a specialist contractor and repair or replace as necessary.



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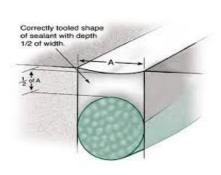
D=Deficient

NI NP D

Mortar joints between brick ends was deficient in some areas leaving gaps or cracks. These gaps will promote water penetration. We recommend repair or replace as necessary.



Caulking was observed to be missing from expansion joint(s) and / or inside corners of brick veneer in some areas. Ensure any mortar present in expansion joint is first removed before sealing with backer rod to allow movement.





NI=Not Inspected

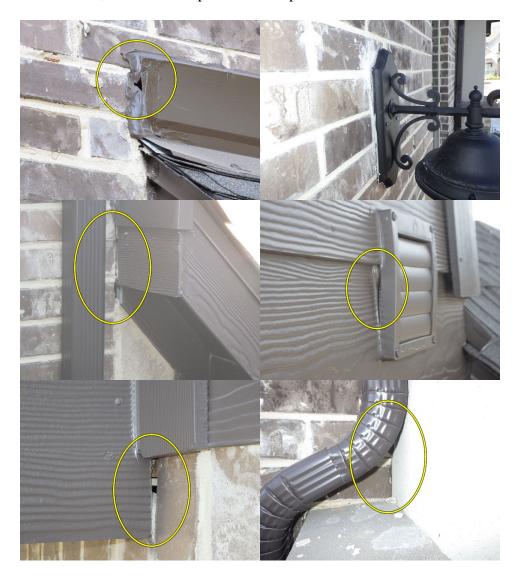
NP=Not Present

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NI NP D



Observed caulking was missing or deficient around wall penetrations in some areas. We recommend all wall gaps for joints between cladding materials / vents / plumbing / electrical etc, be caulked to prevent water penetration.



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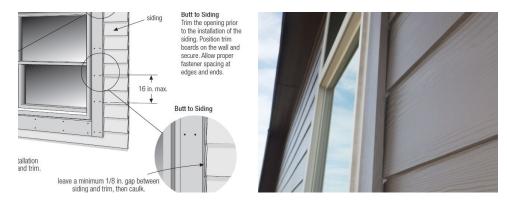
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Observed gap in wall below flashing where air conditioner refrigerant / electric supply lines pass through exterior wall. We recommend install foam sealant and/or metal mesh to prevent rodent entry.



The cement board window trim appears to have been installed wrong, applied on top of siding leaving gaps. This may promote water penetration, pest entry and affect warranty. Typical installation instructions require siding to be cut to fit with ends flush and caulked against trim (diagram below is from James Hardie). We recommend further inspection by a qualified contractor and repair or replace as necessary.



The wall at right side of right garage door did not appear square (vertical). This is

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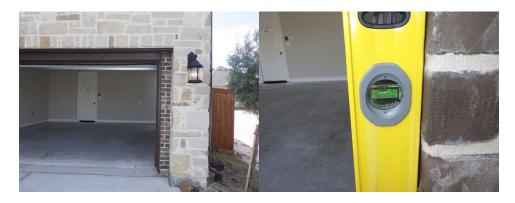
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primarily a cosmetic condition. If this is a concern, we recommend further inspection by a specialist contractor and repair or replace as necessary.



MISCELLANEOUS:

Moisture in drywall and wood may promote microorganism growth, often in concealed areas. Inspecting for the presence of mold is outside the scope of this inspection and is regulated by the Texas Department of State Health Services. If further information is required, we recommend contacting a licensed contractor.

Wood form board(s) were observed against the foundation. These are left over from construction of foundation or adjacent flatwork and are considered a conducive condition for termites. We recommend remove any wood in contact with soil next to the house.



✓	┖	╵┕	╵╙	F.	Ceilings	and	Floor
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Comments:

CEILINGS:

The ceilings appear to be in serviceable condition. *Typically minor cosmetic concerns are not noted in this report.*

FLOORS:

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

I NI NP D

The floors appear to be in serviceable condition. *Typically minor cosmetic concerns are not noted in this report.*

☑ ☐ ☑ G. Doors (Interior and Exterior)

Comments:

INTERIOR:

Doors appeared to be in serviceable condition. No deficiencies were noted.

EXTERIOR:

The right garage passage door self-closing mechanism did not close the door completely. We recommend the self-closing feature be repaired or replaced for safety in case of fire in the garage.



The back door did not appear square with exterior wall. This is primarily a cosmetic condition. If this is a concern, we recommend further inspection by a specialist contractor and repair or replace as necessary.



GARAGE:

Garage overhead doors appeared to be in serviceable condition. No deficiencies were noted.

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H. Windows

Comments:

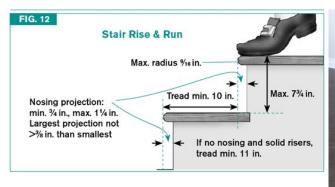
Note: Window coverings / blinds etc, were not checked / inspected. Windows blocked by personal items were not inspected. Detecting presence of and determining proper installation of Low-E glass is outside the scope of, and not included in this inspection. For buildings with dual pane windows, failed seals (condensation) on insulated glass units are common, often difficult to see and sometimes can only be seen when the weather conditions are correct and the windows are clean. Failed seals are primarily a cosmetic consideration (loss of insulating quality is negligible). We make every effort to identify failed seals, however; we can make no guarantee that all windows with failed seals have been identified.

(work in progress) Window screens were missing. We recommend they be installed.

I. Stairways (Interior and Exterior)

Comments:

Observed inconsistent construction of stair tread heights, a possible tripping hazard (second step was noticeably taller). Current industry standard requires the greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch. This may have been allowed at the time of construction, but for enhanced safety, we recommend use caution or alter according to today's standards if possible.





J. Fireplaces and Chimneys

Comments:

The interior of the chimney flue was only examined from the fireplace which allowed only limited access and visibility. With access and an opportunity for examination, reportable conditions may be discovered.

Fireplace appeared to be in serviceable condition except deficiencies noted below.

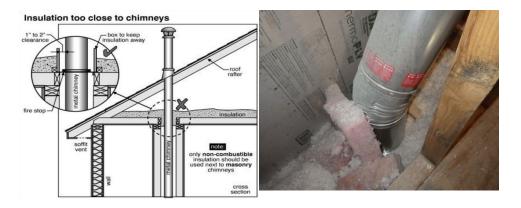
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Insulation was observed to be improperly contacting fireplace vent in the attic according to today's standards (code) and as required according to manufacturer's recommendations (Ref: IRC G2426.4). We recommend repair as necessary.



\square \square \square \square \square K. Porches, Balconies, Decks, and Carports

Comments:

There was a crack from front to rear at the back patio (part of house foundation / slab). These can be caused by shrinkage during construction and/or foundation movement. These can be patched or painted for cosmetic reasons only. We recommend monitor for changes.



Mortar joints between brick ends is deficient in one or more areas leaving gaps or cracks. We recommend repair or replace as necessary.

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□ □ □ □ L. Other

Comments:

II. ELECTRICAL SYSTEMS

☑ ☐ ☐ ☐ A. Service Entrance and Panels

Comments:

- Service Wiring: Underground service lateral
- Main Electric Service Panel: In Garage
- Feeder Wire Material: Aluminum
- Approximate Service Capacity:200 Amps

Approximate service capacity was based on main breaker / panel rating. No service voltage or amperage testing was performed. It was not determined if breaker labels are accurate (including AFCI coverage).

The exposed and accessible electric distribution panels were in serviceable condition.

☑ □ □ ☑B. Branch Circuits, Connected Devices, and Fixtures

Type of Wiring: Copper Non-Metallic Sheathed Cables

Comments:

BRANCH WIRING:

No deficiencies noted. Branch wiring appeared in serviceable condition.

FIXTURES / OUTLETS / SWITCHES:

Outlets located in inaccessible areas (e.g., garage ceilings, exterior soffits, etc.) are not individually tested. Landscape lighting, wiring and timers were not checked / inspected. Some exterior lights with photo cell sensor, motion sensor or timer controls. These fixtures were not checked / inspected.

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Observed junction box for refrigerator outlet in wood surface not flush mounted with no setback according to today's standards (Ref IRC 3907.3). We recommend install spark ring to reduce possible fire hazard.



SMOKE AND CARBON MONOXIDE ALARMS / DETECTORS:

Smoke alarm was missing outside front bedroom upstairs (closest was about 25' away). We recommend alarms be installed 'outside sleeping area in the immediate vicinity of the bedrooms' (Ref: IRC R314.3).



Note: Smoke / carbon monoxide alarms that are connected to alarm systems or automation are not operated or tested. We recommend further inspection / testing to verify operation. We do not check the function of the smoke or carbon monoxide alarms, except to push test button. Only alarms accessible (within reach without ladder) were tested. Alarms are not tested with actual smoke or carbon monoxide. Alarm over 10 years old and as little as 7 years old may begin to lose effectiveness and should be replaced. The installation of smoke alarms is required inside all bedrooms and outside within the proximity of the doors to those rooms with at least one alarm per level. The installation of carbon monoxide (CO) alarm is required in homes with fuel-fired appliance(s). We do recommend testing all smoke alarm(s) upon occupying the home for the first time. All batteries in the smoke alarm(s) that are battery powered and/or battery back up should also be changed when first occupying the home. We recommend the batteries be replaced two times a year, as well as testing the function of all smoke alarm(s) as recommended by the manufacturer. The installation of Type ABC fire extinguisher(s) at the kitchen,

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laundry, and garage, if applicable, is also advised. For more information, go to http://www.cpsc.gov//PageFiles/119009/559.pdf and http://www.cpsc.gov/en/Safety-Education/Safety-Guides/Home/Carbon-Monoxide/

OTHER ELECTRICAL ITEMS:

The automation / data / audio / video / telephone / alarm system wiring and components are outside the scope of this inspection and were not operated, checked or inspected.

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

 \square \square \square

A. Heating Equipment

Type of Systems: Forced Air Furnace Energy Sources: Gas / Electric

Comments:

The furnace appeared to be properly installed except as noted below and operating normally. No service record was found at the furnace. To maximize service life we recommend the furnace be serviced and an annual service log started.

Note: The heat exchanger, also referred to as the combustion chamber, is the area in the heater where combustion takes place. The nature and configuration of most furnaces is that the openings of the heat exchanger prevent visual access to most of its surface. Thus, any observations available to the building inspector will be limited and we can make no guarantee that the heat exchanger(s) is crack free. No carbon monoxide testing was performed. A cracked heat exchanger is considered unsafe. the local utility or heating contractor can perform a more detailed and definitive evaluation of the heat exchanger.

- Heating Unit: Upstairs
- Approximate Year Manufactured: 2018
- Approximate BTU Input: 44,000
- Heating Unit: Downstairs
- Approximate Year Manufactured: 2020
- Approximate BTU Input: 88,000

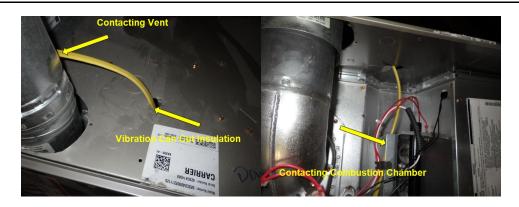
Electric power supply wiring at downstairs furnace was missing clamp / bushing, not secured to casing as required according to today's standards. Loose conductors can be a shock/fire hazard. We recommend repair as necessary to prevent damage / disconnection to wiring.

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THERMOSTAT(S):

The HVAC system electronic controls operate motorized dampers for fresh air intake and to control zones where air is delivered. Evaluation of the dampers / electronic controls of these types is beyond the scope of this inspection. For further evaluation we recommend the services of a HVAC technician familiar with this particular type of controller.

□ ☑ □ □ B. Cooling Equipment

Type of Systems: Compressed Gas / Central Forced Air Comments:

Air conditioning units were not operated due to cold outside temperatures at time of inspection. Running A/C unit when outside ambient temperature is below 60 degrees can damage the compressor and will not give proper readings. We recommend have the system further evaluated by a licensed HVAC technician.

The evaporator coil is the part of the air conditioner system in the attic where expanding refrigerant cools the coils and then the air fan blows across it. Typically the evaporator coil is enclosed in a case and is not accessible during a home inspection. The condensing unit case is not disassembled or opened, refrigerant charge is not checked or tested for leaks. The air filter should be changed regularly to allow proper airflow and keep the evaporator coil debris - free. Evaporator Coils and Condensing Unit Coils (outside) need to be regularly serviced and cleaned for proper air flow, maximum efficiency and cooling. Air conditioner temperature differentials are determined by testing at return air and (lowest temperature) supply with an infrared thermometer. This can be less accurate testing than can be done by a licensed HVAC technician with specialized equipment and methods, many factors including multi stage condensing units, fresh air intake operation and filter condition can affect this test.

- Condensing Unit Front: Upstairs
- Approximate Year Manufactured: 2020
- Approximate Capacity: Approximately 1.5 tons

Report Identification: 210128DG, 2021 build - 4232 sf, Cypress, TX

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

NI NP D

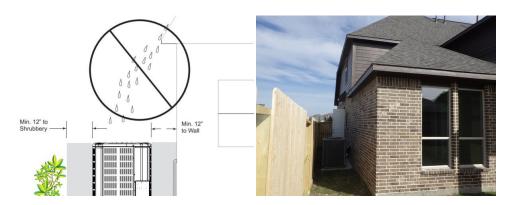
- Evaporator Coil: Upstairs
- Approximate Year Manufactured: 2020
- Approximate Capacity: Approximately 2.5 tons
- Temperature Differential (Input Output Temperature)

XXXX - XXXX = XXXX

- Condensing Unit Rear: Downstairs
- Approximate Year Manufactured: 2020
- Approximate Capacity: Approximately 5 tons
- Evaporator Coil: Downstairs
- Approximate Year Manufactured: 2020
- Approximate Capacity: Approximately 5 tons
- Temperature Differential (Input Output Temperature)

XXXX - XXXX = XXXX

The air conditioner condensing unit was located below roof drip edge with no gutter. Manufacturers recommend against placing condensing unit where roof runoff drains directly into it. We recommend add gutter or relocate unit.



C. Duct Systems, Chases, and Vents

Comments:

Air distribution was checked with infrared thermometer in cooling or heating mode depending on weather conditions. Some ducts were concealed in walls/ceilings/floors and inaccessible. The interior of ducts are inaccessible to inspector, collect debris / dust over time and need periodic maintenance. Air flow metering at supply is outside the scope of this inspection.

Observed several / multiple areas in attic where flex duct touch and are missing required 1" clearance from other ducts according to today's standards. This is required to prevent condensation between ducts that touch. We recommend maintenance as necessary.

NI=Not Inspected

NP=Not Present

D=Deficient

NI NP D



IV. PLUMBING SYSTEMS

\square \square \square A. Plumbing Supply, Distribution Systems and Fixtures

Location of water meter: At Street

Location of main water supply valve: Right Side of House

Static water pressure reading: Approx. 60 PSI tested at hose bib

Comments:

The water and gas supply piping were inspected in a visual manner only according to TREC standards of practice. The majority of water and gas supply piping was inaccessible (inside attic / walls / foundation) and not inspected. The gas lines were not pressure tested (that can only be done by a licensed plumber). Tub overflow drains are not tested when there is no access due to possibility of causing damage to finished surfaces. Shutoff valves for water supply to sinks and toilets are not tested due to possibility of leaks leading to damage (these have limited service life and can break or leak when turning valve). Bidet toilet seats are excluded and not inspected. If additional information about the water and gas supply system is desired, we recommend consulting a licensed plumber.

WATER SUPPLY PLUMBING:

Supply Pipe Material: PEX (Cross-Linked Polyethylene)

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NI NP D

Possible leakage was observed at the water supply meter. We recommend further inspection by a licensed plumber and repair or replace as necessary.



GAS SUPPLY PLUMBING: Supply Pipe Material: Iron

A long section of gas line in the attic (to downstairs furnace) was not adequately supported. We recommend that all pipe be supported in accordance with present building standards to prevent damage / leaks at joints.



FAUCETS & FIXTURES: (work in progress) upstairs right tub/shower not checked / inspected



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NI=Not Inspected

NP=Not Present

D=Deficient

NI NP D

The downstairs right bathroom toilet was loose at the floor. We recommend toilet be secured to prevent movement and leakage.



(work in progress) The shower heads were missing. We recommend they be installed.



B. Drains, Wastes, and Vents

Comments:

The main sewer cleanout was observed in front yard. Drain / vent material was PVC (Plastic).

The exposed and accessible drain, waste and vent lines were in serviceable condition except as noted below, however, most of the drain lines were inaccessible because they were installed under the concrete slab. Laundry room floor drain and washing machine drain was not checked. Hydrostatic pressure test / camera test of sewer lines specifically excluded. If further inspection for leaks is desired, we recommend you retain the services of a Leak Detection company.

There was damage and leakage on floor/in wall observed at the garage cleanout for upstairs bathroom drains. We recommend further inspection by a licensed plumber and repair or replace as necessary.

NI=Not Inspected

NP=Not Present

D=Deficient

NI NP D



☑ □ □ ☑ C. Water Heating Equipment

Energy Sources: Natural Gas Capacity: 50 gallons x 2 units

Comments:

Approximate Year Manufactured: 2020

The water heaters appeared to be installed and operating properly except as noted below.

The water heater tank should be drained yearly. This prevents the build up of minerals in the bottom of the storage tank. Minerals built up in the tank will reduce efficiency and can promote corrosion of the tank. The sacrificial anode inside the tank should be inspected periodically as required according to manufacturer's recommendations and replaced if necessary to minimize corrosion.

Observed water heater vent pipe was improperly installed, not seated on draft hood as required according to manufacturer's recommendations. This leaves a gap at connection to draft hood that may allow exhaust spillage into house, a carbon monoxide hazard. The vent was contacting wood framing and/or roof decking. This is a possible fire hazard. We recommend repair as necessary.



NI=Not Inspected

NP=Not Present

D=Deficient

NI NP D

TEMPERATURE & PRESSURE RELIEF VALVE(S):

The water heater was equipped with a temperature and pressure relief valve. This device is an important safety device and should not be altered or tampered with. The drain line was correctly configured and in serviceable condition. We do not attempt to operate water heater Temperature & Pressure relief valves because valve operation often times results in leakage. Manufacturer's recommend testing yearly. If the valve fails to reset and leaks, replacement is necessary. Manufacturer's recommend the valve be serviced (disassembled and inspected) or replaced every three years. If there is no record of this, we recommend it be serviced.

T&P Relief Valve Reinspection

Temperature and pressure relief valves should be reinspected at least once every three years by a licensed plumbing contractor or authorized inspection agency to ensure that the product has not been affected by corrosive water condition and to ensure that the valve and discharge line have not been altered or tampered with illegally. Certain naturally occurring conditions may corrode the valve or its components over time, rendering the

valve inoperative. Such conditions are not detectable unless the valve and its components are physically removed and inspected. An unauthorized person must not attempt to conduct this inspection.



Mineral build-up can render T&P Valve inoperative.

Contact a plumbing contractor for a reinspection to assure continuing safety. Failure to reinspect as directed could result in unsafe temperature or pressure build-up that can result in serious injury or death and/or severe property damage.

			D.	Hydro-Massage Therapy Equipment Comments:
	\square		E.	Other Comments: Filtered water dispenser faucet was present at kitchen sink. Filter assembly was not yet installed. System was not checked / inspected. Water filters require regular maintenance and should be serviced to maintain proper operation.
				V. APPLIANCES
\square			A.	Dishwashers Comments: The dishwasher appeared to be in serviceable condition and responded to its basic controls. No attempt was made to test all functions of the dishwasher or run through a full cycle.
			В.	Food Waste Disposers Comments: The disposal appeared to be properly installed and in serviceable condition.

Report Identification: 210128DG, 2021 build - 4232 sf, Cypress, TX **D=Deficient** I=Inspected NI=Not Inspected **NP=Not Present** NI NP D C. Range Hood and Exhaust Systems Comments: The non-metallic flexible duct visible at the kitchen exhaust fan is not an approved material and possible fire hazard. We recommend replacement with smooth walled galvanized steel as required according to today's standards (Ref IRC M1503.2). D. Ranges, Cooktops, and Ovens Comments: COOKTOP: The cooktop appeared to be in serviceable condition and responded to its basic controls. OVEN: The oven appeared to be in serviceable condition and responded to its basic controls. No attempt was made to test all functions of the oven. E. Microwave Ovens Comments: The microwave appeared to be functioning properly. It was only tested by heating a damp object. Any further testing (cooking modes / wattage / microwave leakage) is beyond the scope of this inspection. \square \square \square F. Mechanical Exhaust Vents and Bathroom Heaters Comments: The bathroom / laundry fans appeared to be properly installed and in serviceable condition.

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

NI NP D

G. Garage Door Operators

Comments:

Note: Remote control hand held units were not checked.

Both automatic garage door openers did not reverse properly when tested according to most manufacturer's recommendations with a 2x4 board laid flat on the floor. We recommend adjustment, repair or replacement to restore proper function and safety.

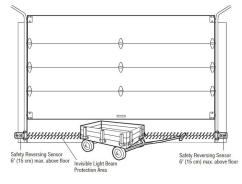
SAFETY REVERSE TEST

Repeat every month or after any repair or adjustment of the garage door opener and/or garage door is made.

- With the door fully open, place a 1-1/2" (3.8 cm) object (or a 2x4 laid flat) on the floor, centered under the garage door. The door MUST REVERSE ON CONTACT WITH THE OBSTRUCTION.
- If the door stops and does not reverse on the obstruction, INCREASE THE DOWN TRAVEL, see the Adjustment Section of your owner's manual, REPEAT TEST



The garage door's infrared reversing beams were installed too high (more than 6") above the floor which decreases the devices effectiveness in preventing entrapment or injury. We recommend the beams be lowered to between four and six inches above the floor.





Report Identification: 210128DG, 2021 build - 4232 sf, Cypress, TX I=Inspected NI=Not Inspected **NP=Not Present D=Deficient** NI NP D H. Dryer Exhaust Systems Comments: The accessible parts of dryer duct appeared to be in serviceable condition except as noted below. The inside of the dryer duct was not visible and some pipe sections were concealed (inside walls / floors / attic, etc) and were not accessible. Clogged dryer ducts can be a fire hazard and, we recommend cleaning duct after moving in, and regularly as used. The dryer vent back draft damper did not close properly when not in use. We recommend it be repaired or replaced. I. Other Comments: VI. **OPTIONAL SYSTEMS** A. Landscape Irrigation (Sprinkler) Systems Comments: Landscape irrigation system was operated in manual mode, checked for visible broken sprinkler heads / pipes, zone operation, presence of backflow device and rain sensor, etc. We do not check for complete coverage of all areas. Proper operation of rain sensor was not confirmed. We recommend further observation of system during regular use. Observed some spray heads of irrigation system have settled or were spraying house.

(Photos are examples only and do not represent all instances of condition.) We recommend adjustment for reduced over spray on house and better landscape coverage.

NI=Not Inspected

NP=Not Present

D=Deficient

NI NP D



Summary

The Summary of Findings is a limited listing of reportable conditions discovered during our inspection that, we believe are the most significant. Reportable conditions are selected for the Summary because they may be a threat to health and safety, or because, if not attended to now, they could become much more significant very quickly, or because they could effect the habitability or enjoyment of the property. The decision(s) surrounding who is responsible for correction of the items and who will pay for these items is a matter best addressed by you and your agent and/or legal representative.

IMPORTANT: The Summary of Findings does not contain every reportable condition observed during the inspection and it is not a substitute for the written report. We recommend you read the Summary of Findings after reading the full written report. Together, these documents will provide you with a more complete picture and a better understanding of the condition of this property.

NOTE: It is the policy of our company to not re-inspect Summary items. We recommend that Summary items be taken care of by qualified and licensed individuals familiar with this type of work. These individuals by virtue of their licensing and expertise can warrant the repairs and/or upgrades that have been completed in a "workmanlike" manner and can also provide written guarantees.

Health & Safety Comments Branch Circuits, Connected Devices, and Fixtures

1. Smoke alarm was missing outside front bedroom upstairs (closest was about 25' away). We recommend alarms be installed "outside sleeping area in the immediate vicinity of the bedrooms" (Ref: IRC R314.3).

Water Heating Equipment

2. Observed water heater vent pipe was improperly installed, not seated on draft hood as required according to manufacturer's recommendations. This leaves a gap at connection to draft hood that may allow exhaust spillage into house, a carbon monoxide hazard. The vent was contacting wood framing and/or roof decking. This is a possible fire hazard. We recommend repair as necessary.

Range Hood and Exhaust Systems

3. The non-metallic flexible duct visible at the kitchen exhaust fan is not an approved material and possible fire hazard. We recommend replacement with smooth walled galvanized steel as required according to today's standards (Ref IRC M1503.2).

Garage Door Operators

4. Both automatic garage door openers did not reverse properly when tested according to most

manufacturer's recommendations with a 2x4 board laid flat on the floor. We recommend adjustment, repair or replacement to restore proper function and safety.

5. The garage door's infrared reversing beams were installed too high (more than 6") above the floor which decreases the devices effectiveness in preventing entrapment or injury. We recommend the beams be lowered to between four and six inches above the floor.

Repair Comments

Grading and Drainage

- 6. Soil grading had depressions or inadequate / negative slope in some rear areas and did not appear to properly direct runoff water away from foundation as required according to today's standards (6" drop in 10' Ref: IRC 401.3). This may promote water penetration, adversely affect the foundation and cause differential settlement. We recommend repair as necessary.
- 7. The drainage swale was not continuously sloped to street as required according to today's standards, may cause water ponding at rear of house. We recommend repair as necessary to promote proper drainage away from foundation and extend service life of fence.

Roof Covering Materials

- 8. Observed shingles with tears and surface damage in some areas, likely due to foot traffic during construction. (Photos are examples only and do not represent all instances of damage.) Shingles with UV protective mineral coating missing may wear out prematurely and damage may not be covered under warranty. We recommend further inspection by a specialist contractor and repair or replace as necessary.
- 9. Observed multiple nail holes in shingles. These are likely from use of toe boards (lumber improperly nailed to roof surface to create walkway during construction). We recommend repair or replace as necessary to prevent water penetration.
- 10. Observed shingles improperly installed, lifted/loose at lower edges in some areas. Loose shingles are prone to water penetration and more likely to be damaged in a windstorm. We recommend repair or replace as required according to manufacturer's requirements to prevent damage and water penetration. (The following example is from GAF installation instructions.)
- 11. Lower edge of some flashings were lifted or not sealed down at rear. Wind driven rains can cause water penetration. We recommend repair / seal as necessary.

12. Flashings were improper in some areas where roof meets wall, leaving gaps that will promote water penetration. We recommend repair or replace as necessary.

Walls (Interior and Exterior)

- 13. Flashing is required above steel lintels and below lowest brick course to shed moisture that may get inside wall and also minimize corrosion / deterioration of lintel (Ref IRC R703.8.5). Rust inhibiting paint is required prior to installation on all surfaces (Ref: IRC R703.8.3). No flashing was visible over garage doors and some windows with brick at top and lintels were observed to be corroded in one or more areas. We recommend further inspection by a specialist contractor and repair or replace as necessary.
- 14. <u>Mortar joints between brick ends was deficient in some areas leaving gaps or cracks. These gaps will promote water penetration. We recommend repair or replace as necessary.</u>
- 15. Caulking was observed to be missing from expansion joint(s) and / or inside corners of brick veneer in some areas. Ensure any mortar present in expansion joint is first removed before sealing with backer rod to allow movement.
- 16. Observed caulking was missing or deficient around wall penetrations in some areas. We recommend all wall gaps for joints between cladding materials / vents / plumbing / electrical etc, be caulked to prevent water penetration.
- 17. The cement board window trim appears to have been installed wrong, applied on top of siding leaving gaps. This may promote water penetration, pest entry and affect warranty. Typical installation instructions require siding to be cut to fit with ends flush and caulked against trim (diagram below is from James Hardie). We recommend further inspection by a qualified contractor and repair or replace as necessary.

Doors (Interior and Exterior)

18. The right garage passage door self-closing mechanism did not close the door completely. We recommend the self-closing feature be repaired or replaced for safety in case of fire in the garage.

Stairways (Interior and Exterior)

19. Observed inconsistent construction of stair tread heights, a possible tripping hazard (second step was noticeably taller). Current industry standard requires the greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch. This may have been allowed at the time of construction, but for enhanced safety, we recommend use caution or alter according to today's standards if possible.

Fireplaces and Chimneys

20. Insulation was observed to be improperly contacting fireplace vent in the attic according to today's standards (code) and as required according to manufacturer's recommendations (Ref: IRC G2426.4). We recommend repair as necessary.

Porches, Balconies, Decks, and Carports

21. Mortar joints between brick ends is deficient in one or more areas leaving gaps or cracks. We recommend repair or replace as necessary.

Branch Circuits, Connected Devices, and Fixtures

22. Observed junction box for refrigerator outlet in wood surface not flush mounted with no setback according to today's standards (Ref IRC 3907.3). We recommend install spark ring to reduce possible fire hazard.

Heating Equipment

23. Electric power supply wiring at downstairs furnace was missing clamp / bushing, not secured to casing as required according to today's standards. Loose conductors can be a shock/fire hazard. We recommend repair as necessary to prevent damage / disconnection to wiring.

Duct Systems, Chases, and Vents

24. Observed several / multiple areas in attic where flex duct touch and are missing required 1" clearance from other ducts according to today's standards. This is required to prevent condensation between ducts that touch. We recommend maintenance as necessary.

Plumbing Supply, Distribution Systems and Fixtures

- 25. Possible leakage was observed at the water supply meter. We recommend further inspection by a licensed plumber and repair or replace as necessary.
- 26. A long section of gas line in the attic (to downstairs furnace) was not adequately supported. We recommend that all pipe be supported in accordance with present building standards to prevent damage / leaks at joints.
- 27. The downstairs right bathroom toilet was loose at the floor. We recommend toilet be secured to prevent movement and leakage.

Drains, Wastes, and Vents

28. There was damage and leakage on floor/in wall observed at the garage cleanout for upstairs bathroom drains. We recommend further inspection by a licensed plumber and repair or replace as necessary.

Landscape Irrigation (Sprinkler) Systems

29. Observed some spray heads of irrigation system have settled or were spraying house. (Photos are examples only and do not represent all instances of condition.) We recommend adjustment for reduced over spray on house and better landscape coverage.

Solid Home Inspections Real Estate Inspection Service Agreement

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT PLEASE READ CAREFULLY

- 1. SCOPE / STANDARDS OF THE INSPECTION: The inspector will perform a general, visual inspection of the structure at the address listed below and provide Client(s) with a written opinion as to the apparent condition of the components and systems at the time of the inspection. The inspection will be performed in a manner consistent with the "Standard of Practice" and "Code of Ethics" of "TREC" Texas Real Estate Commission and prepare a written report of the apparent condition of the readily accessible systems and components of the Property unless otherwise indicated existing at the time of the inspection. A copy of these Standards is available at http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp Only systems and components that 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 will be inspected. Latent and concealed defects and deficiencies are excluded from the inspection, and Inspector is not liable for latent and concealed defects and deficiencies. Any area which is not exposed to view, concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or other things, or areas/items which have been excluded by "TREC" Texas Real Estate Commission standards and/or by the agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In the event that the property is a part of a condominium unit, inspection will not include any common areas covered by a joint use agreement or considered common areas.
- 2. CLIENT'S DUTY: Client agrees to read the entire report when it is received and promptly call the Inspector with any question or concern regarding the inspection or written report. The written report shall be the final exclusive findings of the Inspector. In the event client becomes aware of a reportable condition which was not reported by the Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) before making any repair, alteration, or replacement. Client acknowledges and agrees that the Inspector is a generalist and that further investigation of a reported condition by an appropriate certified licensed specialist may provide additional information that may affect a Client(s) decision to purchase the home. Client should seek further evaluation from licensed professionals regarding the deficiencies identified in the written report.
- 3. CHANGE IN CONDITION(S): The parties agree and understand that conditions of systems and components may change between the inspection date and the time of closing. It is the Client's responsibility to further investigate before closing and the Inspector is not liable for any changes and conditions.
- 4. NOT A WARRANTY: The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Client(s) understand that the inspection and inspection report does not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM, THE PRESENCE OR ABSENCE OF LATENT OR HIDDEN DEFECTS THAT ARE NOT REASONABLY ASCERTAIN IN A COMPETENTLY PERFORMED HOME INSPECTION, OR THE REMAINING USEFUL LIFE OF ANY SYSTEM OR COMPONENT OF THE PROPERTY.
- 5. NOT AN APPRAISAL: The Inspection will not include an appraisal of the value or a survey of building and/or property lines. This inspection or the inspection report may not be construed as an appraisal or survey and may not be used as such for any purpose.
- 6. NOT A COMPLIANCE INSPECTION: This inspection or inspection report is NOT a compliance inspection or certification for past or present governmental zoning, codes or regulations or homeowner's association covenants.

- 7. INSURABILITY: The inspection or inspection report does not determine whether the property is insurable. Windstorm Certificates or compliance are not checked.
- 8. THIRD PARTIES AND SUBROGATION: The inspection and written report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees, arising from such a claim.
- 9. LIMITATION OF LEGAL ACTION: The parties agree that any legal action must be brought within two (2) years from the date of the inspection, or will be deemed waived and forever banned.
- 10. LIABILITY: The parties agree that Solid Home Inspections and its employees and its agents assume no liability or responsibility for cost of repairing or replacing any defects specified in the written report, as well as no liability for the costs of further evaluation or investigation of the defects specified in the written report. Further, the parties agree and understand that the Inspector and its employees and its agents assume no liability for the costs of repairing or replacing any of the unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the Client that an installed system, or component of the premises which was inspected by the inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the client. Client agrees that prior to taking any action, legal or otherwise Client shall: submit a written claim to Inspection Company within 10 days of the deficiency discovery to 16219 Halpren Falls Lane, Cypress TX 77429. The written claim shall describe the suspected deficiency. Allow the Inspection Company, their agent or legal representative to perform a re-inspection of the deficiencies stated in the claim. Agree to not to disturb or repair the disputed item prior to a re-inspection except in cases where injury or subsequent property damage may occur.
- 11. DISPUTES AND ARBITRATION Any dispute, controversy, interpretation, or claim, including claims for but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under Arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall elect an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct judgment motions and enforce full discovery as a court would, as provided in state code civil procedure. The decision of the Arbitrator appointed there under shall be final and binding judgment on the award may be entered in any court of competent jurisdiction.
- 12. SEVERABILITY: If any court of competent jurisdiction determines that any section, provision or part of this Agreement is void, unenforceable, or contrary to Texas law, the remaining sections of this Agreement shall remain in full force and effect.
- 13. DAMAGES: If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, the maximum damage that the Client can recover from the Inspection Company shall not exceed the cost of the inspection fee paid by the Client. The Inspection Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.

- 14. CLIENT UNDERSTANDS: The integrity and moisture content of framing and sheathing behind finished wall coverings (exterior siding, stucco, cement stone coverings, fiber cement siding, drywall, interior bath and shower tile walls, etc) is not visible to inspect and beyond the scope of our services and is excluded within our services and is excluded within our inspection and inspection report. The lack of proper waterproofing, detailing and flashing is typically concealed and may result in water penetration behind siding resulting in water penetration and structural damage which Solid Home Inspections makes no guarantee, warranty, or implied in this inspection or inspection report.
- 15. EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION CLAUSE: In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for its time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday
- 16. RE-INSPECTIONS: Solid Home Inspections does not normally conduct re-inspection services. We are not in the business of certifying the workmanship and/or warranting another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs.
- 17. LIMITATION AND EXCLUSION CLAUSE: The Client expressly acknowledges and agrees that the following are not included in the scope of the inspection and the inspection report and further acknowledges that the Inspector makes no representations or warranties as to them. THE FOLLOWING SYSTEMS, ITEMS, AND CONDITIONS ARE NOT WITHIN THE SCOPE OF THE BUILDING INSPECTION: Systems not inspected include recreational and playground equipment, pools / hot tubs and related equipment, saunas, steam showers, landscape lighting, fountains, landscaping, cosmetic conditions of wall / floor / window covering, soiled or faded surfaces on the structure or equipment, retaining walls, underground utilities, security systems, fire detection / suppression systems, sump pumps, shower pan leak testing, intercoms, household automation systems, water purification systems, water softeners, underground storage tanks, energy efficiency measurements, motion or photo electric sensor lighting, security systems, water wells, private sewage / septic systems, buried plumbing pipes (sewer / water / gas), plumbing overflow drains, HVAC ultraviolet systems / humidifiers, heat pump systems, solar water heating systems, solar electric systems, furnace heat exchangers, wood burning stoves, landscape irrigation systems, central vacuum systems, telephone / internet / cable TV systems, TV antennae, lightning arrestors, surge protectors, EIFS stucco, manufactured stone veneer, wood fiber siding, flues or chimneys, fireplace drafting, circuit breaker operation, boundaries egress and ingress, quality of materials, adequacy of electric supply, non built in appliances, security locks and devices, thermostats, timers and gauges, Low-E window coatings, double pane glass vapor seals, compliance with manufacturer specifications / recalls, or design and architectural problems. ENVIRONMENTAL HAZARDS OR OTHER CONDITIONS NOT CHECKED include but are not limited to: indoor air quality / electromagnetic fields / formaldehyde / lead paint / asbestos / radon / mold / fungi / other toxic or flammable materials, noise pollution, fault lines / earthquake hazard, presence of or damage / injury caused by Chinese (sulfurous corrosive) drywall, flood plain certification, soil liquefaction, sink hole potential, pest infestation, latent and concealed defects, hidden water leaks. Client understands that these systems, items, and conditions, are excepted and excluded from this inspection and Inspection report. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT REPRESENT AN INSPECTION.
- 18. MISCELLANEOUS: Solid Home Inspections may accept a fee and or valuable consideration from a pest control inspection company or other independent contractors in this real estate transaction to compensate for administrative / scheduling services. Client, their representative, or others participation shall be at his/her own risk for falls, injuries, property damage, etc. We reserve the right to refuse service to anyone for any reason.
- 19. This Agreement, including the terms and conditions on all pages, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties.