



New Builder Community

Humble, TX

June 29, 2010

This Limited, Visual Inspection Report is prepared exclusively for

Mr. First time homeowner

The front door faces west while the back door is on the east side. The garage is on the north side of the house and the living room is on the south side for reference to this report.

Real Estate Inspection Service Agreement

The reason for this service agreement is to help you, our client(s), understand what an inspection is and what it can and cannot do for you.

INTENT OF INSPECTION:

The expressed intent and purpose of this report is to inform our client(s) of visual observations and opinions made on the day of the inspection by your inspector. The opinions given are as to whether or not the mechanical, electrical, plumbing and structural components of this property are performing their intended function or are in need of repair. It is not the intent, nor within scope, of this inspection and report to determine if the property is warrantable, insurable, habitable, or to determine the economic life span. The client is advised to solicit information, advice, and cost estimates from licensed professionals in the appropriate trades for all areas of concern prior to the closing process.

SCOPE, METHOD OF INSPECTION AND LIMITATIONS:

The content of this report is based solely upon visual observations and the perceived performance of the different components and not engineering fact. The inspector's opinion is based on his or her personal knowledge, experience, and training, and not upon any code requirements or performance standards. The inspection will be conducted under the standards set forth by the Texas Real Estate Commission. The inspector is not a code compliance officer. Any federal, state or local codes, and / or other legal requirements are not within the scope or intent of this report. The inspector may reference common building code violation for information purposes.

The inspection methodology is limited to openly visible areas of the property. Observations are made on both the inside and outside of the structure. Observations were limited to only those areas open to view without disassembling any component or moving any items which are obstructing the view. The inspector may use basic tools or instruments to aid in the inspection process. Note: stored items, furnishings, recent updating and or repairs may mask typical signs of distress. Because the inspection procedure is visual only and was not intended to be diagnostic and or technically exhaustive some inherent risk remains that undiscovered problems exist and or future problems will develop. There is no guarantee or warranty stated or implied that **all** defects or problems have been found or that Yearly Inspection & Services, LLC will pay for the repair of, or be liable for, any defect not discovered. The report is prepared for the exclusive use for client(s) and Yearly Inspection & Services, LLC and is not transferable to anyone else in any form. Yearly Inspection & Services, LLC assumes no responsibility for its use and / or misinterpretations by third parties.

Recent concerns have included the adverse effects on indoor air quality and the potential of inherent health risks. The client(s) should understand that high moisture conditions for whatever reason may cause various forms of mildew, and / or mold, to flourish. If the client has concerns with such environmental issues, we recommend they contact a qualified professional for further evaluations of this property. Note: houses built prior to 1978 may contain lead based paint. This company does not inspect for lead, mold or any other environmental health hazards. The inspector is not qualified or certified for such evaluations.

Yearly Inspection & Services, LLC will conduct re-inspection services for a reasonable fee. However we do not certify workmanship or warrant another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs.

DISPUTE RESOLUTION

In the event a dispute arises regarding an inspection that has been performed client(s) agrees to notify Yearly Inspection & Services, LLC within seven (7) days of the time of discovery to give Yearly Inspection & Services, LLC a reasonable opportunity to re-inspect the property and resolved the dispute amicably. Any unresolved disputes relating to this agreement shall be submitted for mediation and then neither party shall have a right to bring suit in court. This provision shall be specifically enforceable and damages for breach of this provision shall include but not limited to court costs and attorney's fees. The client(s) agrees that Yearly Inspection & Services, LLC liability, if any, shall be limited to the amount of the inspection fee paid.

ACCEPTANCE OF THE REPORT

In the absence of a client signature on this service agreement prior to or at the time of the inspection, this contract shall be included and become part of the report. Acceptance of the report, and or payment for the inspection is an acknowledgment, acceptance, and agreement by the client(s) to the terms and conditions of this service agreement. Including the limitations listed in the report, and an acknowledgment that the inspection includes only those items listed as inspected in the inspection report.

Client Name: New homeowner

Property address:

Phase I Inspection Fee: \$350.00

CK# _____

Make Check payable to: Yeary Inspection & Services, LLC

Client Signature(s):

_____ Date: ____/____/ 2008

_____ Date: ____/____/ 2008

By signing I confirm that I have read, understand, and agree to the above pre-inspection service agreement and that I agree to be bound by these terms and conditions.

We will be sending the report out over the internet via E-mail, most of our clients want a copy sent to their realtor. We will gladly provide a copy to your realtor as long as you provide us with an E-mail address for them.

Your E-mail addresses:

Your Realtors E-mail address:

_____ Do not send the report to my realtor.

We will gladly send a copy to the seller, seller's realtor, or any other party that you direct us to:

E-mail addresses of other report recipients:

Inspector: Kyle Yeary TREC Professional Inspector License #9819 Date: 6/29/2010

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:

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

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

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms 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 form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>)

TREC Form No. OP-I

This form is available on the TREC website at www.trec.state.tx.us

General and Framing:

⌋ Approved plans and specifications cannot be verified on site;only partial in trash pile;torn and tattered.



⌋ Approved portable bathroom not on site;

⌋ Improper drainage from foundation and not a decline at all locations away from slab and/or a 6 inch decline at 10 feet away or less than a 5% slope to swale when barrier prevents 6in/10ft;back yard grading will need adjusting;



⌋ Post tension ends should be clipped and sealed along with pocket and all nails around and should be clipped and patched in front along with honey combing before driveway is poured;



⌋ Ground wire not connected correctly to grounding rod/concrete encased electrode not verified between walls and an improper (bronze or zinc) clamp in use which should be an acorn clamp;



⌋ Debris inside and outside which needs cleaning,



⌋ Studs must fully bear on Min 2 in sole plate and was off;observed several are loose or damaged;(loose between living room and garage,1 missing,1 damaged at top,and some off cuts in garage which are shimmed) and most marked .



⌋ Anchor bolts not within 12 inches from the end of the sill plate (corner), not verified by left of front and back doors;as seen in 2nd picture.



⌋ Observed round and oval holes are not filled with the proper nail for the minimum load and/or square holes not filled for the max load in all connectors;most marked including garage,



⌋ Sill and Sole plates may not be protected against decay and termites;may compare to plans if required;
⌋ Hand railing is loose/missing at one or more locations;most likely a temp. handrail/guardrail;



⌋ Improper dimensions of stair treads or risers of more than 3/8 inch adjustment between;top 2 upstairs;

Note: Should not have any weakening in the middle or around the bearing support.

Bearing Wall /Support and Bracing:

⌋ Joists have knots or splits in living room that that may need attention;



⌋ The braced shear wall and/or wind brace was cut and needs attention or sheer osb now added in the living room at that location;



Notes: If OSB is used 6" nail pattern on center is required on edge and 12" in center or field. If 1/2 inch gypsum is used should be 3" OC at edge and 6" OC in center and no more than 20% of total nails can be overdriven more than 1/16" and if it is will require an additional strong-tie.

Structure/ Safety Repair:

⌋ Did not observe a shield plate over the plumbing pipes if within 1 1/2 inch from outside wall which most were marked;in laundry over shut off access,bathroom to name some and should be as seen in 4th picture. Also appears water lines are in the way of the upstairs shower pan and may need re-routing.



⌋ Missing nail plates over several electrical wires within 1 1/4 inches which were marked and should be like 2nd picture.



⌋ Missing shoes over notched plumbing pipes which will help bring back to full integrity; missing shoes over drain in living room wall and should be as others;



Fire Stopping:

⌋ Missing in concealed spaces every 10 feet horizontal and vertical; blocks not as long, (ex. 2x8 block vs. 2x12 which would match the joists) so not completely blocked in garage horizontal and others marked.

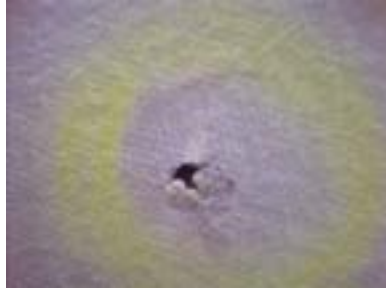




Exterior Walls and Roofing:

Type(s): ⌐ Brick ⌐ Cement Board

⌐ Sheathing is cracked, loose or needs sealing; split sheathing on side of living room to name some issues;



⌐ Some siding fasteners are backing out or overdriven all around which should have another nail driven beside and caulked/sealed;



⌐ All openings and penetrations around the exterior should be examined and improved as needed to provide a solid seal (caulk) against water penetration. This includes all trim, plumbing water and gas pipes, electrical boxes and air conditioning flashings that break the wall which most were marked. Also noticed window in front not completely wrapped around corners; 5th picture and should be like 6th picture.



⌋ Trim, soffit, fascia boards are in need of repair; wood drip edge on rake noticed and is always better to have a metal as seen on side, some scuffs throughout and several shingles not completely sealed and should be by final inspection at all locations including the edges.



⌋ Storm collars are not caulked on furnace/**water heater flues**;



⌋ Missing step flashing where a roof intersects at exterior wall and only J or L flashing in use now;



⌋ Drain,waste and vent roof jacks not yet painted;



Note: This is not a Windstorm Inspection. If Windstorm Certification is required in your area you should obtain any available certification that might be required for windstorm insurance, or contact State of Texas Department of Insurance.

Mechanical Inspection:

HVAC:

This unit is a Split level CARRIER brand model # and serial # and determined it was manufactured in March 2010 by analyzing the data plate.



⌋ Secondary drain line is connected and secure,however not completely aligned properly and terminating over the back window.



⌋ The bushing is missing in the furnace for the thermostat wires,the ground box cover is missing (laying in pan) and debris inside pan.



.Ventilation and Combustion:

⌋ Insufficient attic ventilation or ridge not properly opened; one ridge over center access not cut open on back side and should be open on both sides like 2nd picture; **The total net free ventilating area shall not be less than 1 to 150 of the area of the space ventilated except that the total area is permitted to be reduced to 1 to 300 provided at least 50 percent and not more than 80 percent of the required ventilating.**



⌋ The dryer vent may terminate too close to condenser unit; should not terminate next to and easily within 4 to 6 ft. away from;



Ducting and Vents:

Type of Ducting: ⌋ Flex Ducting ○ Duct Board ○ Metal Ducting

Plumbing:

⌋ Shower pan upstairs is in the process of being re-installed and a tub was placed while on site.



Water Heater: GE=2010, 40 GALLON

⌋ Unit drain pan has debris in pan and appears decking underneath is damaged/discolored from past leak.

Type: BRADFORD WHITE and the info in below picture and was manufactured this year per the data plate. **The TRP valve was NOT tested** and operated at the time of inspection and may not close properly leaving a constant water drip from the TRP line, however should always keep the pan clean and wiped down and test the TRP valve every 6 months as to keep the rust and sediment buildup to a minimum.

