

## **“ GENERAL CONDITIONS TO THE SCOPE OF INSPECTION “**

### **Provided by Robert John Daehn Jr. C.B.O. dba Texas Inspection Agency**

**By accepting or relying on the Inspection report I will provide to you, you are indicating your acceptance to the terms of the “ Real Estate Inspection Agreement “, and these additional “ General Conditions “. Please read this entire section carefully and contact me immediately if you have any questions. You are expected to fully understand these conditions, clarifications and limitations Prior to Closing on the property.**

**GENERAL :** This is not a comprehensive safety inspection and the risks of hazards such as fire, electrocution, collapse, trip/slip/fall, personal injuries and/or property damage risks are not eliminated by this inspection. Identification and reporting of product recalls, ADA ( Americans with Disabilities Act ) compliance, pending litigation or defective materials are not part of this inspection. This home could be made safer by bringing it up to the very latest codes and or construction standards. For additional fees and outside the scope of this limited real estate inspection, we can provide you with a detailed list of items or areas of the house that need repairs to bring this home into compliance with today's codes.

**STANDARDS OF PRACTICE:** The Standards of Practice, as defined by 22 TAC Sections 535.227-535.231, are mentioned throughout this document , the “ Inspection Agreement ” and the inspection report and a copy of these are available to you upon request or at <http://www.trec.state.tx.us>. These standards will provide you with a complete list of all items to be inspected under the Texas Real Estate Commission (TREC) guidelines. In addition, they clarify items that are not inspected under the scope of this inspection. In addition to the TREC Standards of Practice, we have provided in this document additional statements that clearly spell out what is and what is not included in our inspection. If you have any questions whatsoever, it is your responsibility to ask us for clarification. Should a conflict arise between TREC Standards of Practice and a Inspection Standard as we have defined them in this General Condition section, the TREC Standard for that given item or area shall prevail.

**WOOD DESTROYING INSECTS :** Examination or identification of animals, rodents, insects, wood destroying insects or organisms or associated damage are beyond the scope of our Real Estate inspection as defined by the Standards of Practice. As a courtesy, we may provide a referral to a third party Inspector or under a separate fee we may provide a WDI inspection report. A WDI inspection is not meant to be a warranty or guarantee that wood destroying insects DO NOT CURRENTLY EXIST nor will the house remain free of wood destroying insects. The inspection is a non-invasive visual inspection based on readily visible and accessible conditions at the time of the inspection only.

**TOXIC SUBSTANCES & OTHER ENVIRONMENTAL ISSUES :** We do not inspect, test or report on the presence of mold, fungus or other biological contaminants, environmental and health hazards or conditions, including the testing or discovery of reactive, combustible, flammable and corrosive contaminants & chemicals, radon, asbestos, volatile organic compounds from any source, carbon monoxide, carbon dioxide, lead paint, formaldehyde, wild fire potential, flood, flood plain , geological hazards, buried fuel tanks or other airborne contaminants. We do not report on noise transmission, noise pollution or foul odors. Comprehensive inspections of these concerns can be obtained from specialists. It is the responsibility of the CLIENT to hire other professional third party inspectors to perform those inspections. In lieu of testing you should assume that any house constructed prior to 1978 contains lead based paints. It is your responsibility to arrange for an inspection of all conditions listed above by qualified experts.

**FOUNDATION :** A foundation inspection is a visual inspection only and is limited specifically to area that are readily accessible and viewable by the inspector. Perimeters of the foundation that have weeds, bushes, landscaping or other visuals blocks are not inspected and are specifically not covered in our foundation inspection. Once these areas are made visible and accessible, the area can be re-inspected for a re-inspection fee. Structural comments are of conditions seen at the time of inspection and those comments are comprised of opinion and not necessarily fact. Factual determinations are available from specialized engineering studies that you can obtain beyond the scope of this inspection. The stability of the soils below the home or the potential for future movement are specifically not determined by this inspection. Analysis of the underlying soils conditions or the foundation's current or future capabilities to maintain and or support the current structure are also specifically not part of this inspection. These services may be obtained for additional fees from a certified Structural Engineer. All crawl spaces with less than 18 inches vertical clearance in all areas is considered to be unsafe and obstructed. Crawl spaces that do not meet these minimum requirements will be inspected from the crawl space access opening. Crawl space inspections are observed in a cursory manner and are very limited as in most cases large portions of the crawl space may not be fully accessible and in almost all cases there are numerous key girders or floor joists that cannot be fully inspected on all edges. Any one of these components in the pier & beam system may contain a failing member that is hidden and may lead to a serious failure and expense. More comprehensive inspections on crawl spaces can be obtained for additional fees, however, they may require removal of existing components to fully inspect. It is advisable to assume that in many areas of Austin and the surrounding area, foundations that are not carefully maintained with respect to site drainage and special watering programs are subject to movement and possible serious foundation failures. Also be advised that we do not inspect or report on areas of the foundation that we cannot see. You should expect that cracks and settlement fractures may currently exist on the foundation and be hidden under floor coverings, furniture or other items. If you have concerns that these areas have not been inspected due to visual blockage or access, you need to contact the seller and request those areas be made viewable and or accessible and then call us for a re-inspection.

**GRADING & DRAINAGE :** Drainage comments are made regarding viewable conditions surrounding the immediate building being inspected and at the time of inspection only. In periods of drought or limited rainfall grading & drainage patterns are difficult to determine and further analysis is needed to fully comprehend the sites ability to perform during periods of heavy rain. We do not inspect or report on issues regarding soil stability & compaction underneath any foundation. Poor compaction and soil stability due to numerous factors can cause significant structural issues as the soils compact, shift or wash out. We do not inspect or report on issues of flood plains, functionality of above ground or underground drainage piping & termination points or water penetrations to sub-grade concrete or masonry block walls. We do not inspect or report on poor drainage histories unknown to this inspector, flooding or water penetration potential of crawl spaces, soil conditions of above or below ground sources, water tables or the capacity of the home site to discharge rain waters. During heavy rains, water accumulation on the lot may be unavoidable. It is important to understand that areas of ponding may occur in locations not reported on the inspection report and may be due to unusual circumstances that are beyond the scope and intent of this inspection. We do not determine capability of crawl space or below grade living/ storage areas to adequately block or discharge water. Special inspections such as soil analysis, water penetration, topographical surveys, flood plain inspections and sub surface water table tests are available from other sources. We advise you to discuss the property's history of performance during periods of heavy downpour as we are unable to duplicate what nature can do at any moment.

**ROOF COVERING :** We do not walk roof surfaces with a slope of 5/12 or greater, roofs that are tile, slate, metal or wood, inaccessible by a 16' ladder, roofs that are damp, loose or degraded to a point of threat to the inspectors safety. We do not provide life expectancies on existing or new roofs nor warrant or guarantee that the roof is currently leak free or that it will continue to perform as intended. We recommend you refer to

the seller's disclosure for information about prior leaks, repairs, hail activity or insurance claims filed by the Sellers as this information may provide you useful insights into repairs that may have been performed. In addition, be advised that we are not trained in assessing a roof for hail damage beyond the obvious signs of dimples, pock marking and perhaps granule loss. Also be advised that we do not perform a leak test on any roof. A leak test is the only conclusive way a roof can be tested for active leaks. Because many areas of the attic may be very difficult to access hidden or concealed damage to the roof decking and attic structure may exist. Be advised that due to limited attic access or roof viewing the inspection performed may not have discovered existing leaks or areas of the roof on the verge of failing. Assessing a roof's current state and it's ability to perform is highly subjective and if you are uncomfortable with our opinion we advise you seek an expert opinion from a qualified licensed roofing contractor. We do not inspect for latent or concealed manufacturing defects, fastener appropriateness or placement, hail damage, condition or appropriateness of felt underlayments or the condition, existence or appropriateness of flashing details. We do not provide any assurance or guarantee that the roof will be insurable for home owners coverage. It is your responsibility to contact a insurance provider so that they can inspect the structure themselves.

**ROOF STRUCTURE & ATTIC :** We do not enter attic spaces with less than 60" headroom at the ridge line and where, in the opinion of the inspector there are unsafe conditions. The attic area inspected is a limited and cursory visual inspection only and is not meant to be exhaustive and complete. We do not walk trusses or joists and the entire visual inspection is performed from the mechanical service walkway or the access opening provided.

**FRAMING SUPER STRUCTURE :** All framing is observed in the cursory manner for evidence of existing performance failure that appears to need repair at the time of inspection. This inspection does not determine proper or improper spans, supports, fasteners and or direct load placements that may already be affecting the superstructure. In many cases large portions of superstructure framing our visually inaccessible therefore all superstructure framing inspection comments will be limited specifically to those areas that are clearly viewable and as required by the TREC Standards of Practice.

**INSULATION :** We do not report on the type, R- value, energy efficiency or quantity in crawl spaces or wall cavities. We do not report on the presence of asbestos, fire spread risks potentials, vapor barriers or ventilation blockages at concealed soffit and plate levels.

**FLOORS & CEILINGS :** Areas blocked by coverings, furniture, boxes, clothing or equipment have not been inspected and damage may be present at time of inspection that is not found or reported.

**INTERIOR & EXTERIOR WALLS :** Areas blocked or covered by furniture, boxes, rugs, bedding, equipment, landscaping, debris or unsafe conditions have not been inspected. We do not determine prior water penetration or poor drainage history. We do not inspect or report on interior or exterior wall cavities. We do not provide an estimate on life spans of any materials, fastening of, or their capacity to continue to perform. We do not report on minor cosmetic damage to interior or exterior trim, or interior sheetrock. We do not inspect or report on EIFS stucco wall systems and flashing details as these should be inspected by a specialist. We do not inspect the sizing, installation or materials used for masonry support lintels.

**DOORS :** We do not inspect or report on minor damage, door and lock adjustments or adequacy of safety & security on exterior doors locksets. We do recommend that all exterior doors be solid core doors fitted with a thumb latch deadbolt for security purposes. We recommend to re-key locks before move in.

**WINDOWS :** A random check only is performed in each room to determine egress capability. Failed thermal pane seals in insulated glass are not always detected due to poor lighting, atmospheric conditions, being blocked by window coverings or blocked access. Windows are reported as they are observed at time of inspection. No guarantee or warranty is implied as to current or future performance. Some subtle failures may go unseen and undetected during the inspection. We do not determine or report on the presence or absence of LOW E or tinted glass, security panels & lock mechanisms. We do not determine adequacy of safety or security of windows or report on flashing details above or below windows. We do not water test windows to locate or confirm leaks. We do not confirm emergency egress dimensions in each required bedroom. Egress comments are specifically limited to the TREC Standards of Practice. Any comments made by the inspector that exceed the standards of practice with respect to egress are done so as a courtesy and should be considered to be incomplete.

**FIREPLACE/CHIMNEY :** A fireplace inspection is very limited. We do not perform flue draft testing and do not inspect free standing fireplace units or determine clearance to combustibles in concealed or inaccessible locations . A more thorough inspection and evaluation of the interior flue and chimney can be obtained by consulting with a Professional Chimney Sweep. We recommend a camera and draft test inspection on all chimneys. We do not test or operate log lighter valves.

**DECKS & TREATED MATERIALS :** The inspector will perform a visual inspection where possible to view for conditions of missing fasteners or support hangers, but the Inspection does include confirming the fasteners, mechanical hangers or flashing materials are suitable for use on new pressure treated materials. The new treated materials have specific requirements for fasteners and materials in contact with the treated lumber. We also do not determine what type of treated materials are present. If your deck was constructed before January 2004, it is highly likely that the materials are CCA ( the type that are now banned for residential use ).

**ELECTRICAL SERVICE :** We do not perform voltage drop, branch or service load calculations, determine service capacity or report on these items.

**MAIN & DOWNSTREAM PANELS :** We do not confirm breaker labeling. Breakers may be controlling circuits that are mislabeled. These situations can lead to serious problems. This type of inspection is beyond the scope of our inspection and should be performed by a licensed electrician. This potential exists in any house and if you have these concerns, we recommend you contact a licensed electrician to schedule a complete evaluation. We perform a strictly visual inspection on all panels and do not remove breakers to inspect them. Determining main panel grounding to the house is visual and based on the ability of the inspector to view the grounding electrode and or a cold water connector clamp. Continuity testing is beyond the scope of the inspection.

**BRANCH CIRCUITS :** We advise GFCI & ARC fault protection devices on all required locations per the new NEC electrical requirements. We do not determine the condition of sheathing, cables or conductors that are not clearly visible to the inspector at the service panels. We do not warrant or represent that every outlet or device has been inspected and is working properly as we only perform a random sampling of available electrical outlets in each room. We do not inspect or confirm that outlets designated as isolated ground are truly isolated. We do not remove any switch cover plates and inspect wiring techniques or troubleshoot malfunctions. We do not inspect fire detection, security, telephone, intercoms, computer circuits or wiring, cable, satellite or low voltage wiring.

**LOW VOLTAGE WIRING :** Low voltage electrical systems, such as TV antenna, TV signal cables, telephones, intercoms, security systems, speaker wires, audio or entertainment systems, automated equipment, landscape lighting, HVAC thermostats, lightning rods, etc. are beyond the scope of our inspection.

**ELECTRICAL FIXTURES :** We do not check for proper or complete grounding at lighting fixtures or switches. A normal practice prior to the inception of the NEC 2005 Electrical code has been to twist ground together in boxes and not connect them directly to switch yokes. We do not advise this practice and recommend that all switches be grounded at the device. The inspector may not have identified the purpose of every switch in the house. In many cases bulbs, or fixtures are inoperable and some switches only serves as a dummy (to fill a slot). In other cases, remote control devices on lighting and fans can defeat a switch from working and the switch may be written as in need of repair when repairs are not needed.

**SMOKE DETECTORS :** We strongly advise interconnected smoke detectors be installed in all houses per current International Residential Electrical code. We advise that a detector be installed in each sleeping room and in the immediate area outside each sleeping quarter and one detector located on each floor level. We advise to check all batteries and replace as required on move in and to regularly test and change batteries.

**OTHER FIRE SAFETY ISSUES:** We do not inspect or report or evaluate fire-resistive & fire rating qualities of any floor, wall or roof system or structure on any part of the building, including all forms of chimney flues. Specifically concealed portions of residential vertical firewalls and fire rated ceilings and floor assemblies. These are beyond the scope of our inspection.

**CARBON MONOXIDE DETECTORS:** We strongly recommend that all houses have a carbon monoxide detector installed that have a gas fired appliance ( Gas furnace, water heater, cook top, oven , range or fireplace). Although we may recommend them, we do not inspect or test Carbon Monoxide under this inspection.

**GAS FLUES :** We do not perform draft testing on flues to ensure positive upward draft nor do we inspect flues for backdrafting. If visual signs of improper combustion or spillage are evident at the time of the inspection it will be reported on the inspection report and you will be directed to consult with a mechanical contractor for further investigation.

**HEATING SYSTEM :** We do not inspect heat exchangers/elements or provide estimates on equipment life. We do not inspect Heat pump units in heat mode if outdoor temperature are above 70 degrees. If the seller cannot provide documentation of a regular maintenance schedule, we advise the heating and cooling system be inspected by a licensed HVAC technician prior to purchasing. We do not inspect, measure or report on the presence of Carbon Monoxide under this inspection. When outdoor temperatures exceed 80°, the heat mode temperature test is very limited. Due to the high summer temperatures, our policy is to run the gas or electric strip heat for only a very brief time to determine that heat mode is producing warm air at the register. **WARNING:** Many residential service companies ( Home Warranty) will not provide coverage on pre-existing conditions and this inspection will likely not meet the underwriting requirements for coverage

**COOLING SYSTEM :** Since our HVAC inspection is visual and we do not perform invasive inspections, we do not open equipment service panels and we do not inspect evaporator coils, check for Freon or vapor leaks, or provide estimates on equipment life and or system sizing. We do not run or inspect air conditioning or heat pump units in AC mode if outdoor temperatures are below 60 degrees. We do not confirm the condition of any concealed ducting, piping or condenser refrigerant lines. We do not perform any pressure testing, determine refrigerant leaks or confirm proper routing or conditions of any concealed portions of evaporator coil primary & secondary lines. We recommend a float switch be installed on all evaporator coils located above wood framed areas.

**DUCTS & VENTS :** We do not inspect for mold or fungus in ducts or plenums or inspect all supply or return lines for tears, holes or loose tape or mastic seams. If we do view defects, they are reported. We do not determine air supply velocities, quality or inspect in-line damper controls. The desired temperature differential between the return and supply air should fall between 15-20 degrees. Outside of this range and we will recommend further evaluation by a licensed Mechanical Contractor.

**WATER SUPPLY :** We do not determine water quality, potability, quantity or adequacy of water supply to house or bath groups. We do not inspect or report on any water lines that are not clearly viewable. We do not inspect the condition or absence of water meters, connections to water supply systems or the condition of main shut-offs. We do not turn on any plumbing control valves or shut offs that have been turned off or are in disrepair. We do not inspect or report on the presence or absence of pipe insulation in crawl, walls or attic spaces unless they are clearly visible. We do not inspect or report on the condition or quality of polybutylene or plastic piping. We do not inspect water manifolds or confirm routing. We do not confirm the presence of dielectric unions in concealed areas. We only inspect and report on unions that are clearly visible and readily accessible to the inspector.

**PLUMBING FIXTURES :** We do not report on blemishes, scratches or other defects unless they effect functionality. We do not fill sinks past the overflow due to several failures we have encountered. A flood test on sinks should be performed by the seller or the sellers plumbing contractor as damage to the cabinets, floor coverings and ceilings can occur.

**DRAINS / WASTES / VENTS:** This inspection is not a certification of this plumbing systems ability to continue to perform. This is a very limited visual inspection based solely on the conditions clearly viewable by the inspector at the time of inspection. We do not inspect or report on the condition of underground sewer lines, sewer taps, branch building drains , vent systems. We do not report on conditions of concealed tub, shower or sink traps. We recommend a licensed plumber perform a hydrostatic or camera inspection on all main building drains. This technique is the only way to ensure that the building drains are intact.

**SHOWERS & LEAK TESTING:** We do not perform leak detection tests on shower pans or built-ins such as, niches, recesses, or alcoves. These tests should be performed by a qualified, licensed plumbing contractor as substantial risk of damage can occur when flooding a shower pan.

**GAS PIPING, METERS & FLEX CONNECTIONS :** We do not inspect, test for leaks or report on any gas meters, gas piping, gas shut-offs, gas systems or gas service connections. We only inspect and report on accessible, visible portions of gas shut off & flex connections installed at gas appliances. Inspections of gas services should be performed by a qualified & licensed plumber.

**SEWERS, SEPTIC SYSTEMS :** We do not inspect private water or sewage related equipment, such as wells, septic systems, drain fields or sewage pumps.

**WATER HEATER :** We do not inspect dip tubes, anodes, elements or provide estimates on equipment life. Due to high failure rates on TMP valves on older units, we do not manually test TMP valves on units we believe are over 5 years old.

**HYDRO THERAPY EQUIPMENT:** We do not inspect concealed pumps, heat functions or the concealed portions of air distribution lines. We do not guarantee or determine appropriate distribution velocity at the discharge port.

**APPLIANCES :** We do not inspect ice makers, refrigerators, laundry equipment, microwave leakage, oven self clean, clocks or timer functions or time bake cycles. Dishwasher in disrepair or ovens without emergency gas shut-off will not be inspected due to potential leaks and safety concerns.

**SPRINKLER SYSTEMS :** We do not determine adequacy of spray coverage, patterns or head selection. Systems are manually cycled through various zones. We do not inspect or test programmable features or operation of clocks, rain delays or rain sensors. We do not inspect for underground leakage or freeze protection. Please note that one or more sprinkler heads may not have been located or inspected. It is sometimes impossible for an inspector to find all heads during this brief inspection. Many times heads are inoperable, buried under soil or hidden in concealed landscape. We do not confirm or report on mislabeled stations at sprinkler control boxes.

**POOLS AND OUTDOOR SPAS:** We do not perform swimming pool inspections. There are significant risks of life safety and repair expense associated with swimming pools. We recommend you contact a qualified expert for this service.

**OTHER SYSTEMS :** We do not inspect or report on water softeners, purification systems, humidity control systems or in wall whole house vacuum systems. We do not inspect or report on unique or technically complex systems or devices, such as fire sprinklers, heat exchangers, remote controls, motion sensing or photoelectric devices, alarm devices, computer systems, fire detection systems, solar systems, air quality control systems, radio or computer controlled devices, automatic timer controls, motorized dampers, elevators, dumb waiters, satellite dishes, automatic entry gates, etc.

**EXTERIOR SYSTEMS :** We do not inspect or report on fences, gates, retaining walls, driveways, sidewalks & patios

**ENGINEERING SERVICES :** We do not perform any form of civil, architectural or structural engineering, geological, hydrological analysis, soils conditions, wave action evaluations or land surveying.

**BUILDING CODES & BUILDING PERMITS :** This inspection is NOT a code compliance inspection. This inspection does not address building code violations unless they are specifically required under the guidelines of reporting by the Texas Real Estate Commission Standards of Practice for Real Estate Inspection. As building codes change frequently and most municipalities have large volumes of local amendments in place it would be humanly impossible to perform real estate inspections over a large service area and guarantee a fully code compliant building. All issues pertaining to previous building permits, certificate of occupancy, lack thereof or code compliance to previous work is specifically not part of this inspection. You may wish to contact the local municipal building department for this information.

**ZONING, EASEMENTS, TITLES :** Code or zoning violations, permit research, easements, rights of way, boundaries, conditions of title, occupancy designation are beyond the scope of this inspection.

**ACCESSIBILITY & USE :** We do not inspect or report on compliance with Americans with Disabilities Act (A.D.A.) In addition we do not warrant or guarantee this structure or property will comply with any current standards/codes.

**MANUFACTURER RECALLS & COMPLIANCE :** Compliance with manufacturer warnings, specifications of care and installation, or product updates are beyond the scope of this inspection. We recommend that you contact specific manufacturers or the Consumer product safety commission for up-to-date information on recalls.

**DOCUMENT REVIEW OF SELLERS DISCLOSURES, INSPECTION REPORTS & OTHER:** Obtaining or reviewing information from third parties, including but not limited to: sellers, occupants, Inspection reports, contractors, consultants, attorneys, agents, Buyers, Builders, Developers, Property or Homeowners Associations is beyond the scope of our inspection. Any type of document review that is requested will be performed at the discretion of the inspector and additional fees will be charged. All fees for document review are based on an hourly basis of \$125 per hour with a minimum charge of one hour.

**CONDOMINIUM & TOWNHOUSE INSPECTIONS :** Common areas such as foundations, exterior grading and drainage, exterior wall veneers, roofing systems, landscaping, sprinklers, exterior mounted plumbing, electrical or any portion of the exterior building that is maintained by a homeowner association are not inspected. Unless a unit is completely free standing with no units attached, we inspect all condominiums and town houses from the interior only beginning at the entry door inward. In addition, building drains & vents, concealed portions of wiring, plumbing or mechanical systems are not included in our condominium and townhouse inspections. Exterior electrical panels & HVAC units located outside will only be inspected if units are clearly identified. The inspector will assume no liability for a mislabeled panel or HVAC unit.

**ONE YEAR WARRANTY & PRE-LISTING INSPECTIONS :** The scope of inspection for these inspections will be the same as agreed to in the " Real Estate Inspection Agreement " and this " General Conditions of Our Inspection Agreement ". The sole difference between a Resale inspection and a Warranty or Pre-listing inspection is the reporting format that we use. The reporting format for Warranty and Pre-listing inspections will not be written on the required state promulgated form REI 7A-O, and the specific areas where performance judgments or general information are required by the Texas Real Estate Commission will not be listed. Our report will simply list the visible areas of repair or concern that are evident at the time and date of the inspection and if a system or component has not been identified as in need of repair it is to be assumed the system or component is functioning normally at the time of inspection.

**HOME WARRANTIES :** Home warranties are officially called Residential Service Contracts and the companies are regulated by TREC. We refer to them as home warranties because that is the language commonly used. There are independent home warranty companies that sell policies that offer very limited protection against failure of certain mechanical items in the home. Some companies offer optional limited coverage for the treatment of termites infestation but not for damage. Even though policies are very limited, we recommend you consider purchasing a policy to reduce your risk. Your Real Estate agent usually has a list of various warranty companies you may investigate. Our report is specifically forbidden to be used by a warranty or insurance company for the purpose of underwriting a policy. Our report does not address many of the exclusion clauses used by warranty companies to deny coverage. As a precaution, you should ensure the warranty company has accepted the conditions of the property without limitations or exclusions prior to closing. **WARNING:** We have found that home buyer expectations often exceed the limited coverage offered by warranty companies. Read your contract carefully before closing.