Important!

If you did not get a chance to read the "Inspector's Agreement" before the inspection, please take the time to read it now before continuing on with the report.

The inspector always prefers to go over the "Inspector's Agreement" prior to the inspection to make sure the buyer knows exactly what the inspection includes and does not include.

Please read the following pages carefully **BEFORE** you read and/or accept the report. If you have any questions or concerns, please call the inspector so we can work out any issues.

1) So that you know what modern construction practices are, I compare the home I am inspecting with a new (i.e. perfect) home. Of course, the older a home is, the less it will compare favorably with a new one. You need to take this into consideration when reviewing this report. Examples are: Older homes do not have GFCI outlets or the latest standards for smoke alarms

2) I write down everything I find that is in need of repair no matter how trivial it may be. You decide how important each item is in your decision to buy the home.

This report is not intended to be a "pass or fail" determination for this home. Nor is it a "repair list" for the seller to complete, in fact, the seller is under no obligation to correct anything on this report.

This report is also not a "code inspection".

The home inspection is simply a complete physical exam of the general integrity, functionality, and overall safety of a home and its various components. The purpose of this process is to ensure that home buyers know exactly what is being purchased, prior to completing the transaction.

YOU SHOULD READ THIS REPORT COMPLETELY.

Don Powell TREC Lic # 8534 4933 Grapeland Dr. El Paso, TX 79924 Home (915) 821-7170 Cell (915) 474-4241 Name: Address: Page 2 of 21

Acceptance of this inspection report signifies the acceptance of the following terms and conditions

1) THIS AGREEMENT is made and entered into by and between Advantage Home Inspection (TREC License Number 8534) referred to as *"Inspector"*, and the *"Client"*.

In consideration of the promise and terms of this Agreement, the parties agree as follows: The client will pay the sum of \$ 000 for the inspection of the "Property" located at:

2) The Inspector will perform a visual inspection and prepare a written report of the apparent condition at the time of the inspection of the existing readily accessible and clearly visible installed systems and components of the property. **Installed systems and components**: structural components; exterior; interior; roofing; plumbing; electrical; heating and central air-conditioning (weather permitting); insulation and ventilation. Readily **accessible systems and components**: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility. **Latent and concealed defects and deficiencies are excluded from the inspection.**

3) The parties agree that the **"New Texas Real Estate Commission Home Inspection Standards of Practice"** shall define the standard of duty and the conditions, limitations, and exclusions of the inspection. A copy of the "Standards" will be provided either digitally or by hand upon request.

4) Disclaimer of Warranties -

The Inspector makes no guarantee or warranty, expressed or implied, as to any of the following:

a) That all defects have been found or that the inspector will pay for repair or replacement of **disclosed or undisclosed defects**. The inspection fee is nominal given the scope of the inspection and the risk of liability associated with performing a home inspection. Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies.

b) That any of the items inspected are designed or constructed in a good and workmanlike manner.

c) That any of the items inspected will continue to perform in the future as they are performing at the time of the inspection.

5) If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

6) This Agreement represents the entire agreement between the parties and there are no other Agreements either written or oral between them. The Inspection and 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 Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, 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.

7) Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, mold, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating system accessories; solar heating systems; heat exchangers; sprinkling systems; water softeners; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing codes, ordinances, statues and covenants and manufacturer specifications, recalls, EIFS. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and do not represent an inspection.

8) 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. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the "Texas Real Estate Commission Home Inspection Standards of Practice" and only is liable for the expense of the inspection. Furthermore, any legal action must be brought within two (2) years from the date of the inspection, or will be deemed waived and forever barred. The Client is hereby notified that there is a Real Estate Recovery Fund available, established under Section 23 of the Texas Real Estate License Act for reimbursement of certain aggrieved persons. The Texas Real Estate Commissions mailing address and telephone number are: 1101 Camino Lacoste, Austin, Texas, 78752; (512) 465-3960.

Client has read this entire Agreement and accepts and understands this Agreement.

Name: Address: Page 3 of 21

APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 10-27-08 P.O. BOX 12188, AUSTIN, TX 78711-2188

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 (No. OP-I) has been approved by the Texas Real Estate Commission for voluntary use by its licensees.

Advantage Home Inspections 4933 Grapeland Dr. • El Paso, TX 79924 • (915) 474-4241 PROPERTY INSPECTION REPORT

(Date)
-

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 <u>http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp</u>.

The TREC Standards of Practice (Sections 535.227-535.231 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 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 will note which systems and components were Inspected (I), Not Inspected (NI), Not Present (NP), and/or Deficient (D). General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing parts, 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 as Deficient may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards, form OP-I.

(Continued from previous page)

This property inspection is not an 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 action, 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.

Promulgated by the Texas Real Estate Commission (TREC) P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (http://www.trec.state.tx.us). REI 7A-1

Name: Address: Page 6 of 21

Additional pages may be attached to this report. Read them very carefully. This report may not be complete without the attachments. If an item is present in the property but is not inspected, the "NI" column will be checked and an explanation is necessary. Comments may be provided by the inspector whether or not an item is deemed in need of repair. In an occupied home, furniture and other articles may cover up items that would normally be inspected.

		I = Inspected		NI = Not Inspected NP = Not Present D = Deficient		
Ι	NI	NP	D	Inspection Item		
				1. STRUCTURAL SYSTEMS A. Foundations		

Type of foundation - Slab on grade

Comments: The foundation appears to be stable and is performing as designed. The slab, of course, can not be seen so I can only report on present and visible <u>indications</u> to render an opinion of adverse performance, such as open or offset concrete cracks; binding, out-of-square, nonlatching, warped, or twisted doors or frames; framing or frieze board separations; out-of square wall openings or separations at wall openings or between the cladding and windows/door frames; sloping floors, countertops, cabinet doors, or window/door casings; wall, floor, or ceiling cracks; rotating, buckling, cracking, or deflecting masonary chadding; separation of walls from ceilings or floors; and soil erosion, subsidence or shrinkage adjacent to the foundation and differential movement of abutting flatwork such as walkways, driveways, and patios.

COMMENTS ON DEFICIENCIES: No deficiencies were observed



B. Grading and Drainage

COMMENTS ON DEFICIENCIES:

1) The drainage on the North side of the house is deficienct. A large part of the roof drains into this area, there is no gate for the water to escape, and there is a hump in the yard preventing it from draining to the back. I believe that water will pond here after a rain. The solution to this issue would be to put a 4" drain pipe near the bottom of the wall to allow the water to escape to the front. I did not see any water damage to the house in this area. You may want to wait and see what this area looks like after a hard rain before you put a drain pipe in.

It would be a good idea to put a 4" drain pipe here to allow water to drain to the front.

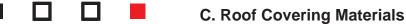


Name: Address: Page 7 of 21

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

I NI NP D

Inspection Item



Comments: Please look at Appendix B concerning roofs for more general information and more specific limitations.

Inspected from roof Percent roof visibility 100% Pitch -Flat Style of roof - Flat Roof covering material (type of roof covering) built up roofing Appropriate for pitch? Yes Roof material condition - Good How is the roof covering material fastened? Sealant

COMMENTS ON DEFICIENCIES:

1) There were three small areas that need caulking/sealing. One in the front and two in the back. This caulking/sealing will prevent water from getting into the house.



Roof shots



COMMENTS:

1) In the next several years you may want or need to apply a coat of Fibered Aluminum Roof Coating. This would be normal maintenance for a flat roof. This coating will fill any small cracks that have formed and will reflect the sun's rays much better, which will cool the house down.

2) It appears as if normal maintenance repairs have been made to the stucco on the top of the parapet wall in several locations. The repairs look professionally done.



				Name: Address:	Page 8 of 21	
		I = I	nspected	NI = Not Inspected	NP = Not Present	D = Deficient
Ι	NI	NP	D	Inspection Item		

Specific limitations: The inspector is not required to make a determination on the remaining life expectancy of the roof covering nor is he required to walk on a roof that he determines to be unsafe or that damage to the roof or roof covering may result from walking on the roof. The inspector is not required to determine the number of layers of roof covering material, identify latent hail damage or provide an exhaustive list of locations of water penetrations or previous repairs.

Since I can't see through the layers of the roof assembly, the comments concerning this roof are based on the assumption that the roof assembly was installed correctly using quality materials and following current standards of practice and manufacturer's instructions. There are many factors that go into the installation of a quality roof assembly, unfortunately, most of these factors are not visible to the inspector.

D. Attic and roof structure

Comments: There was no attic in which I could gain access to visually inspect the structure and its components. I walked the roof for the purpose of determining if the structure was sturdy and had any deflections or soft spots. The roof structure appears to be sound and have solid construction.

 E. Exterior Walls <u>COMMENTS ON DEFICIENCIES</u>: No deficiencies were observed
 Interior Walls <u>COMMENTS ON DEFICIENCIES</u>: No deficiencies were observed

<u>COMMENTS</u>: Less than the normal wear and tear were observed on the interior walls.

F. Interior Ceilings and Floors.

COMMENTS ON DEFICIENCIES:

1) There is a crack in the ceiling that runs from the front of the garage to the back. This crack does not appear to be foundation or water related. Not being one of these issues, one would assume the problem is installation related.

Specific limitations: concerning exterior and interior walls, ceilings, doors, and floors: The inspector is not required to determine the condition of floor, wall or ceiling covering unless such conditions affect structural performance or indicate water penetration, to report obvious damage to floor, wall or ceiling coverings, to determine the condition of paints, stains, and other surface coatings, to determine condition of cabinets or to determine the extent or type of insulation or vapor barriers in exterior walls. Its is not uncommon to observe cracks or for cracks to occur in concrete slabs or the exterior and interior wall. While cracks may not necessarily effect the structural integrity of a building, cracks should be monitored so that appropriate maintenance can be performed if movement continues at an abnormal rate.





Interior Doors

COMMENTS ON DEFICIENCIES:

1) The closet doors for the west bedroom do not close properly.

 H. Exterior Windows/ Screens

COMMENTS ON DEFICIENCIES:

1) There is one damaged screen in the back of the house.

		1-	Inspecte	Name: Address: Page 9 of 21 ed NI = Not Inspected NP = Not Present D = Deficient			
1	NI	NP	D	Inspection Item			
•				inspection term			
	Interior Windows (Only a sampling of windows are tested in each room) <u>COMMENTS:</u> The windows would be hard to open for a child. You may want to see if your solution.						
is ab	able to open them in case he needs to get out in an emergency. I. Interior and Exterior Stairways						
	J. Exterior Chimney COMMENTS ON DEFICIENCIES: No deficiencies were observed						
	Ц			Interior Fireplace (wood burning, gas lite)			
-	e firep	lace flu	e was v	DEFICIENCIES: ery dirty. It has probably never been cleaned. I recommend a certified ep to clean the flue out before you use it next winter.			
				A. Attached Porches, Decks, Carports, Driveways, Sidewalks, Balconies DEFICIENCIES: No deficiencies were observed			
				L. Other			
				Safety Glass			
	<u>CON</u>	<u>IMENT</u>	<u>s on e</u>	DEFICIENCIES: No deficiencies were observed			
				Smoke Alarms			
<u>COMMENTS ON DEFICIENCIES:</u> 1) The front corner bedroom did not have a smoke alarm in it nor did it have a smoke alarm outside in the vicinity of the bedroom. There should be a smoke alarm in every bedroom and one outside the bedroom.							
	2. ELECTRICAL SYSTEMS						

IMPORTANT NOTE: DUE TO THE DANGEROUS NATURE OF ELECTRICITY, THIS INSPECTOR CONSIDERS <u>EVERY ITEM</u> WRITTEN UP TO BE A <u>SAFETY HAZARD</u> AND SHOULD BE REPAIRED BY A LICENCED, BONDED ELECTRICAL CONTRACTOR. ELECTRICITY CAN CAUSE SERIOUS BODY INJURY AND HAS A POTENTIAL TO CAUSE FIRES.

A. Service Entrance
<u>COMMENTS ON DEFICIENCIES:</u> No deficiencies were observed

			Name: Address:	Page 10 of 21	
		I = Inspected	NI = Not Inspected	NP = Not Present	D = Deficient
I	NI	NP D		Inspection Item	

■ □ ■ Service Panels / Sub Panels ■ Breakers □ Fuses

Comments: Please look at Appendix A at the end of this report for more information concerning AFCI's and GFCI's.

COMMENTS ON DEFICIENCIES:

1) AFCI's were not in all the proper locations. This is a new standard that the city is not requiring the builders to install yet. I am required to report it because it is in the "Standard of Practice" for home inspectors in Texas. I talked to you about this.

Specific limitations: The inspector is not required to determine present or future sufficiency of service capacity amperage, voltage, or the capacity of the electrical system; test arc-fault circuit interrupter devices when the property is occupied or damage to personal property may result, in the inspector's reasonable judgement; report the lack of arc-fault circuit interrupter protection when the circuits are in a conduit; conduct voltage drop calculations; determining the accuracy of overcurrent devices; or operate overcurrent devices.



B. Branch Circuits - Connected Devices and Fixtures

COMMENTS ON DEFICIENCIES:

1)An outlet in the back near the water faucet has lost its weather seal. Since this outlet is exposed to the weather, I recommend that you replace this cover with a weather proof cover.



п

Your outlet has lost weather seal.

Recomment that you replace with a weather proof outlet cover, like sample on right.



3. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

A. Heating Equipment

Comments: Conventional gas furnaces typically last 20 to 25 years. Furnaces are usually replaced when the heat exchanger fails. Other minor components are typically replaced when they fail.

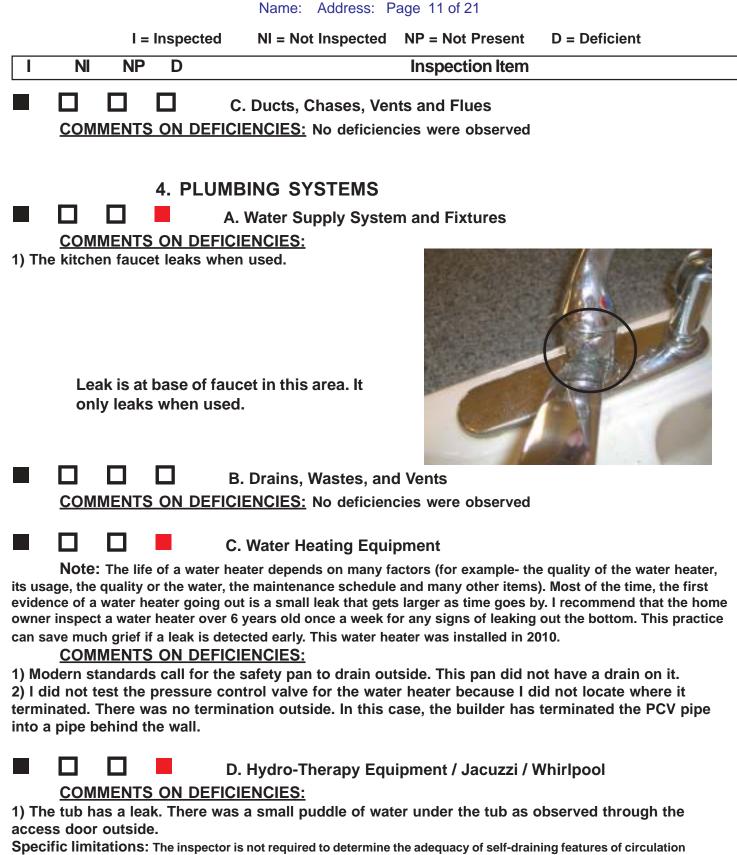
Type and Energy Source: Gas, forced air

<u>COMMENTS ON DEFICIENCIES</u>: No deficiencies were observed

B. Cooling Equipment (Refrigerated Air)



Cooling Equipment (Evaporative Cooler)



Specific limitations: The inspector is not required to determine the adequacy of self-draining features of circulation systems.

Name: Address: Page 12 of 21

		I =	Inspected	NI = Not Inspected	NP = Not Present	D = Deficient
Ι	NI	NP	D		Inspection Item	
			5. APPLIA	ANCES		
			ON DEFIC	. Dishwasher I <u>ENCIES:</u> No deficienc e just a couple of small		on the washer
				8. Food Waste Dispos IENCIES: No deficienc		
				C. Range Exhaust Hoo IENCIES: No deficienc		
). Range □ Electric I <u>ENCIES:</u> No deficienc	■ Gas ies were observed	
	П <u>соми</u>			Oven □ Electric IENCIES: No deficienc	■ Gas ies were observed	
	П <u>соми</u>			. Microwave Cooking IENCIES: No deficienc	• •	
			D F	. Trash Compactor		
	П <u>Соми</u>			. Bathroom Exhaust F IENCIES: No deficienc		rs
	П <u>соми</u>			. Garage and Garage IENCIES: No deficienc	-	
				Door Bell and Chime IENCIES: No deficienc	-	



L L J. Dryer Vent / Back-draft damper. <u>COMMENTS ON DEFICIENCIES:</u>

1) The dryer vent going out the roof is not the correct termination. Backdraft dampers must be installed in dryer exhaust ducts to avoid outdoor air infiltration during periods when the dryer is not operating and to prevent the entry of animals. These dampers should be designed and installed to provide an adequate seal when in a closed position to minimize air leakage. Screens and/or sheet metal screws are prohibited on the duct termination because lint from the dryer will eventually clog the screen or catch on the screws to the point that no exhaust air will be able to reach the outdoors. This will build up to the point that a fire hazard is created.



Your vent is on the left. As you can see, the screen was starting to get plugged up with lint.

A correct vent is on the right. There are several variaties. This is just an example.

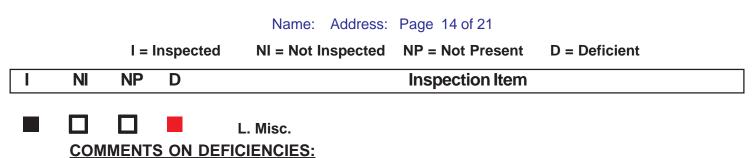


COMMENTS ON DEFICIENCIES: No deficiencies were observed



Steel braided hoses

* The standard black hoses typical on a washer hookup are not approved for use as permanent water lines; over time, hoses left pressurized will blister and ultimately explode. Washer hoses that are left pressurized all the time should be stainless-steel braided. The number one claim with all insurance companies is washing machine hoses bursting. The water is constantly under pressure. The normal black rubber hoses become weakened within a few years of installation. Replace those old rubber hoses with these braided steel "no burst" hoses.



1) The ceiling fan in the master bedroom does not work.

2) A blue hose to the water softener has a kink in it. I do not inspect water softeners, but I just noticed this item.



3) I do not inspect the sprinkler system either, but I want to point out that the current atmospheric vaccum breaker in use is not allowed anymore. If you upgrade your sprinkler system, you will probably be required to upgrade the vacuum breaker to the new one allowed. They cost about \$450. Also, I believe your sprinkler system has multiple leaks in it in this area. See photo.



Swimming pools, hot tubs and equipment

What is the type of construction? Concrete

Does all the equipment have the proper bonding? Yes

Does the barrier meet all the safety requirements? NO

Are there any water leaks in the visible plumbing equipment? No

Does there appear to be any deficiencies in the lighting fixture? YES

Is the GFCI present and does it operate properly? NO

Does there appear to be any deficiencies in the surfaces; tiles, coping, decks; slides, diving boards, steps, handrails; drains, skimmers, valves; filters, gauges, pumps, motors, controls, sweeps and any other equipment? No

Heater - No heater

COMMENTS ON DEFICIENCIES:

1) The pool barrier does not meet all the safety requirements. On the north side of the house (the side with no gate), the wall is too low and there are locations where entry can be gained by climbing over the fence. The gate on the south side does not self close as it should and some of the wall is too low. The house is considered part of the barrier so it should have alarms on the doors to indicate when someone is going out to the pool area. There are no alarms. See barrier rules below.

Swimming Pool Barrier requirements (Summarized)-

• Barrier fence must not be climbable and must be at least 48" high on the side of the barrier that faces away from the pool with no more than a 2" gap at the bottom. Maximum opening in the fence is less than 4".

Solid barriers shall not have indentations or protrusions such as on a masonry wall.

• The gate must be on the pool side, lockable, self-closing, have a self-latching device and open away from the pool. If the latch is less than 54" from the ground, it must be at least 3" from the top and on the pool side.

• Any vertical or horizontal members shall be located on the pool side of the fence. Vertical spacing and decorative cutouts shall not exceed 1 3/4". Maximum size for chain link fences is 2 1/4".

• Where a wall of a dwelling serves as part of the barrier, one of the three following conditions shall be met:

1) The pool shall be equipped with a power cover or

2) Doors with direct access to the pool through that wall shall be equipped with an audible

which produces a warning when the door and/or its screen are opened, or

3) Doors to the pool have self-latching and self-closing devices.





Left photo shows climbable wall. Center photo is a gate that is not selfclosing. Right photo shows the wall not being 48" high on the right hand side.



According to the Consumer Product Safety Commission, approximately 350 children under the age of 5 years of age drown each year in residential swimming pools, spas and hot tubs. The use of effective residential swimming pool barriers is the best way to reduce these tragic losses by reducing the potential for young children to gain uncontrolled access to the pool area.

COMMENTS ON DEFICIENCIES (continued):

2) The GFCI for the pool light does not function. It pops when the pool light is turned on. It could be the GFCI itself or some problem with the wiring to the pool light or it could be the pool light itself. 3) There is no anti-entrapment device present for the pool. All swimming pools and spas shall be equipped with proper anti-entrapment drain covers and circilation and drainage systems. Vacuum devices for suction inlet systems in pool water circulations are a safety hazard. Body entrapment or hair entrapment can cause serious injury. Therefore, it is important that protection be provided against possible entrapment at the pool entrances to suction inlets and that vacuum relief be provided for the vacuum system.



Sample of an anti-entrapment drain cover.



Sample of an anti-entrapment valve.

4) There is an area on the side of the pool wall that has rust on it. Somehow water is getting to the rebar in the side wall of the pool, which is causing rust to collect on the side. I am sure that this is a

repairable item and probably should be repaired. See photo. 5) The handle for the backflow to the drain for the pool filter is broken off. You will need to use a wrench to get this valve to turn. See photo.

6) I could not get the jacuzzi to function using normal controls. The code on the panel that came up indicated that a service technician needed to be called.







Broken handle



Pool equipment

Specific limitations: for the heater inspection - Full evaluation of the integrity of a heat exchanger requires the dismantling of the furnace and is beyond the scope of a visual inspection. The inspector is not required to inspect accessories ; to determine the efficiency or adequacy of a system; to program digital- type thermostats or controls or; to operate radiant heaters, steam heat systems or unvented gas-fired heating appliances.

Specific limitations: for the SWIMMING POOL inspection - The inspector is not required to dismantle or otherwise open any components or lines; operate valves; uncover or excavate any lines or concealed components or the system or determine the presence of sub-surface leaks; fill the pool, spa, or hot tub with water; inspect any system that has been winterized, shut down, or otherwise secured; determine the presence of sub-surface water tables; or inspect ancillary equipment such as computer controls, covers, chlorinators or other chemical dispensers, or water ionization devices or conditioners other than required by this section.

NOTE: According to the Consumer Product Safety Commission, almost half of the children who became victims of pool accidents were last seen in the house just before they were found in the pool, and 77% had been missing for five minutes or less.

Pool inspection agreement

The type of construction

I will report as deficient:

A pump motor, blower, or other electrical equipment that lacks bonding;

the absence of or deficiencies in safety barriers;

water leaks in above ground pipes and equipment;

deficiencies in lighting fixtures;

the lack or failure of required ground-fault circuit interrupter protection; and

deficiencies in - surfaces, tiles, coping, and decks, slides, steps, diving boards, handrails, and other equipment, drains, skimmers, and valves; and filters, gauges, pumps, motors, controls, and sweeps; and the pool heater.

WHAT I DO NOT INSPECT -

I do not dismantle or otherwise open any components or lines;

I do not uncover or excavate any lines or concealed components or the system or determine the presence of sub-surface leaks.

I do not fill the pool, spa, or hot tub with water.

I do not inspect any system that has been winterized, shut down or otherwise secured.

I do not determine the presence of sub-surface water tables.

I do not inspect any ancillary equipment such as computer controls, covers, chlorinators or other chemical dispensers, or water ionizations devices or conditioners other that required.

Client has read this special agreement for the pool inspection and understands the scope of the inspection.

Client Signature:

Date:_____

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Appendix A What are AFCI's and GFCI's?



AFCI Breaker

AFCI's

An arc fault occurs when electricity is unintentionally released from home wiring, cords, or appliances because of damage or improper installation. This release of electricity can cause surrounding material to catch fire. According to the National Fire Protection Association, electrical arcing is the source of ignition in more than 30,000 fires annually. These fires are responsible for the deaths and injuries of hundreds of people and cause more than \$750 million in direct property damage.

An arc fault circuit interrupter (AFCI) is a newly developed circuit breaker designed to prevent fires by detecting non-working electrical arcs and disconnecting power before the arc starts a fire. Arc faults in a home is one of the leading causes for household fires. AFCI breaker devices are primarily designed to protect against fire. <u>AFCI</u> installation of the combination type is required in bedrooms, family rooms, dining rooms, living rooms, parlors, libraries, dens, sunrooms, recreation rooms, closets, hallways, and similar rooms or areas of new residential construction. (NEC 210.12B) When an electrical switch is opened or closed, an arc, or discharge of electricity across a circuit, occurs. Unintentional arcs can occur at loose connections or where wires or cords have been damaged. Such arcs can lead to high temperatures and sparking, possibly igniting combustibles. AFCIs (arc-fault circuit-interrupters) protect against fire by continuously monitoring the electrical current in a circuit and shutting off the circuit

when unintended arcing occurs. These devices are designed to discriminate between unintended arcing and the type of arcing that occurs when a switch is operated. AFCIs are an important safety addition to homes in part because they address an additional type of electrical fault that can cause a fire and one which may not be detected and interrupted by a conventional circuit breaker, nor by a ground-fault circuit interrupter (GFCI's).



GFCI Outlet

GFCI's

Over the last three decades, Ground Fault Circuit Interrupters (GFCIs) have saved thousands of lives and prevented many more injuries. Found mostly in areas where electrical products might come in contact with water (i.e. bathrooms, kitchens, and outdoors), a GFCI is a special type of outlet designed to trip before a deadly electrical shock can occur. Just 25 years after the GFCI was introduced, the number of accidental electrocutions in the United States has been cut in half, even though electricity use has doubled. If

GFCIs were installed in older homes, experts suggest that 70 percent of the approximately 400 electrocutions that occur each year in the home could be prevented.

GFCI outlets are designed to protect against electrical shock. A GFCI is a safety device that senses any shock hazard and interrupts the flow of electricity in the circuit before a person can be electrocuted. The GFCI is designed to trip and interrupt the circuit at approximately 5 to 8 milliamps.

GFCI's are found in the kitchen, the bathroom, outdoors, garages, crawl spaces, unfinished basements and near swimming pools.

Top Causes of Arc Faults

Loose or improper connections, such as electrical wires to outlets or switches

Frayed appliance or extension cords

Pinched or pierced wire insulation, such as a wire inside a wall nipped by a nail or a chair leg sitting on an extension cord

Cracked wire insulation stemming from age, heat, corrosion, or bending stress

Overheated wires or cords

Damaged electrical appliances

Electrical wire insulation chewed by rodents

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Appendix B What makes a quality roof system?

A properly installed roof will not leak for the guaranteed life of the roof (excluding hail and other natural disasters). A properly installed roof includes (but not limited to): 1) The selection of a shingle rated as class A, B, or C as tested in accordance with UL 790 or ASTME 108. In other words a quality shingle must be selected.

2) The shingle must be installed as designated by law, code and manufacturers instructions. Shingles must have the proper overlap, correct number of nails that are nailed properly (i.e., not too deep or too shallow or at an angle).

3) The required flashing must be installed correctly and in the proper locations. This includes using stair-step flashing at vertical walls and at chimneys.

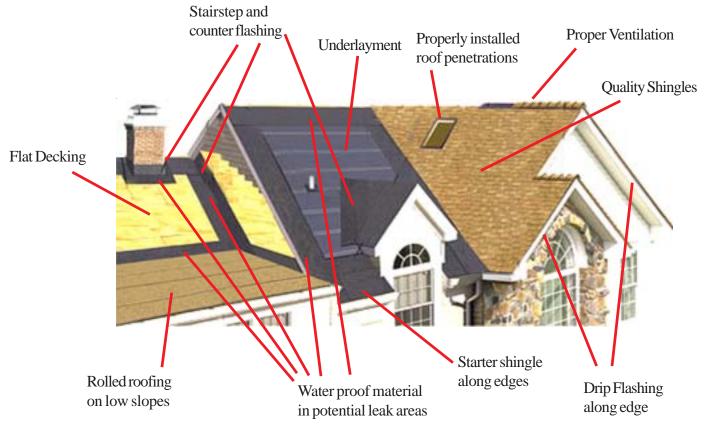
- 4) The roof must be properly drained.
- 5) A solid roof surface (sheathing/decking) is required for the installation of shingles.
- 6) The proper material must be used for the slope of the roof.

7) The underlayment must be the correct type and installed correctly. Also, the correct number of underlayment layers must be installed depending on the roof structure.

These are some of the items that go into a roof that does not leak.

8) The attic or roof structure must be properly ventilated.

Unfortunately, most of these important items are not visible to the home inspector doing a visual inspection.



OK - I've had the home inspection - now what?

When the home inspection report is in hand and you have fully discussed the findings with your inspector, it's time to digest and evaluate this vital package of new information. At that point, you'll have a week or less to weigh and determine which of the disclosed conditions are minor defects in need of normal maintenance, which are significant functional problems that warrant professional attention, and which are safety issues that demand priority repair.

Next, you'll need to decide which conditions you are willing to accept as they are and which you would prefer the seller to repair prior to completing the sale. In lieu of repairs, you might opt to request a price adjustment on the property. Repairs and price changes are usually negotiable. Unless specified in the purchase contract or by state or local laws, sellers are generally not required to perform any repairs.

To assist you in sorting through these options and representing your choices in the negotiation process, it is best to have the professional representation of a Realtor. Home inspectors can provide guidelines and perspectives in answer to questions, **but most essential at this stage of the transac-tion is representation by an agent or broker with strong negotiating skills and a sense of commitment to your financial interests.**

In most cases, a residential sale is contingent upon the buyers' acceptance of the home inspector's report. This means that you, as buyer, have a specified number of days to accept or decline the property in "as is" condition. If you decline acceptance, you have four basic choices:

1) Ask the sellers to make a few repairs;

2) Ask the sellers to make many repairs;

3) Ask the sellers to reduce the sales price;

4) Decline to purchase the property.

If you request repairs or a price adjustment, based upon the home inspection report, the sellers also have choices. They can:

1) Agree to all of your requests;

2) Agree to some of your requests;

3) Agree to none of your requests;

4) Decline to sell you the property.

I hope this information helps you.

Don Powell