

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING NO. 812	STREET, CITY, STATE, ZIP ROSEMOUNT ROAD, OAKLAND CA 94610	Date of Inspection 10/17/2007	No. of Pages 9
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EAST BAY STRUCTURAL & TERMITE COMPANY

1096 Yerba Buena Avenue, Emeryville, CA 94608
 Ph: (510) 652-4712 (510) 652-4790 Fax

Firm Registration No. PR 4263	Report No. 71607	Escrow No.
Ordered By: THORNWALL PROPERTIES 1656 SHATTUCK AVE BERKELEY, CA 94709 Attn: HELEN WALKER	Property Owner/Party of Interest CYNTHIA TAYLOR 812 ROSEMOUNT ROAD OAKLAND, CA 94610	Report Sent To:

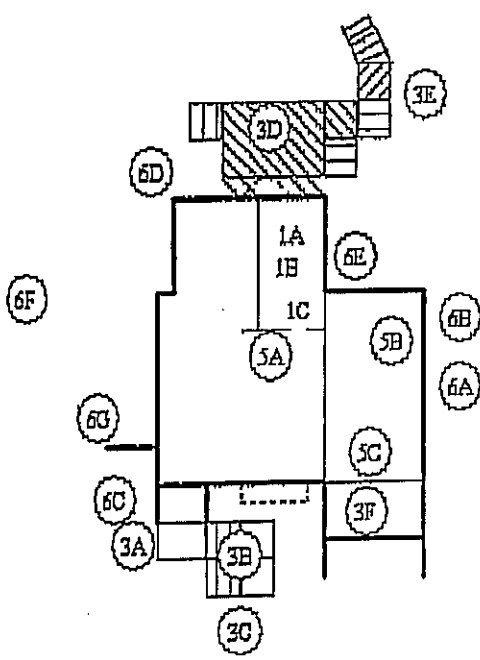
COMPLETE REPORT
 LIMITED REPORT
 SUPPLEMENTAL REPORT
 REINSPECTION REPORT

General Description: SINGLE FAMILY, TWO STORY, STUCCO EXTERIOR,	Inspection Tag Posted: SUBAREA
	Other Inspection Tags: NONE CURRENT

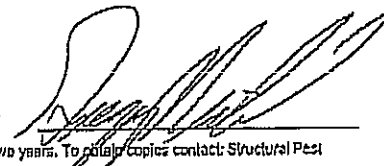
An inspection has been made to the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites
 Drywood Termites
 Fungus/Dryrot
 Other Findings
 Further Inspection

If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.



FA / NO

Inspected by GREGORY NICHOLS License No. OPR 7576 Signature 

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 1418 Howe Ave., Ste. 16, Sacramento, California 95825-3204.
 NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 501-8708, or (800) 737-8188 or www.pestboard.ca.gov.

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A. Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and the ceiling below; area where there is no access without defacing or tearing out lumber, masonry or finished work; areas behind stoves, refrigerators or beneath floor coverings, furnishings; areas where encumbrances and storage, conditions or locks make inspection impractical, portions of the subarea concealed or made inaccessible by ducting or insulation, area beneath wood floors over concrete, and areas concealed by heavy

vegetation. Areas or timbers around eaves were visually inspected from ground level only. Although we make visual examinations, we do not deface or probe window/door frames or decorative trims. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walkways. We assume no responsibility for work done by anyone else, for damage to structure or contents during our inspection, or for infestation, infection, adverse conditions or damage undetected due to inaccessibility or non-disclosure by owner/agent/tenant.

B. Slab floor construction has become more prevalent in recent years. Floor covering may conceal cracks in the slab that will allow infestation to enter. Infestations in the walls may be concealed by plaster so that a diligent inspection may not disclose the true condition. These areas are not practical to inspect because of health hazards, damage to the structure; or inconvenience. They were not inspected unless described in this report. We recommend further inspection if there is any question about the above noted areas. Ref: Structural Pest Control Act, Article 6, Section 8516(b), paragraph 1990(f). Amended effective March 1, 1974. Inspection is limited to disclosure of wood destroying pests or organisms as set forth in the Structural Pest Control Act, Article 6, Section 8516(b), Paragraph 1990-1991.

C. A re-inspection will be performed, if requested within four (4) months from date of original inspection, on any corrective work that we are regularly in the business of performing. If CERTIFICATION is required, then any work performed by others must be CERTIFIED by them. There is a re-inspection fee.

D. EAST BAY STRUCTURAL & TERMITE CO. will reinspect, BUT NOT APPROVE, work performed by others. Although our company will reinspect work performed by others, we will offer no guarantees as to the quality of workmanship or of material used, even if the work is acceptable. If any guarantees or warranties are required or desired for work performed by others, we advise that you obtain same from the contractor or person that has performed the work, prior to close of escrow.

E. This report includes findings related to the presence/non-presence of wood destroying organisms and/or visible signs of leaks in the accessible portions of the roof. The inspector did not go onto the roof surface due to possible physical damage to the roof, or personal injury. No opinion is rendered nor guarantee implied concerning the water-tight integrity of the roof or the condition of the roof and roofing materials. If interested parties desire further information on the condition of the roof, we recommend that they engage the services of a licensed roofing contractor.

F. Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceiling below. Ref: Structural Pest Control Rules and Regulations, Sec. 8516G. Sunken or below grade showers or tubs are not water tested due to their construction.

G. "NOTICE... Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company...You...have a right to seek a second opinion...from another company.

H. During the process of treatment or replacement it may be necessary to drill holes through tiles or other floor coverings; These holes will then be sealed with concrete. We will exercise due care but assume no responsibility for cracks, chipping or other damage to floor coverings. We do not re-lay carpeting.

I. We assume no responsibility for damage to any Plumbing, Gas or Electrical lines, etc., in the process of pressure treatment of concrete slabs or replacement of concrete or structural timbers.

J. Your termite report and clearance will cover EXISTING infestation or infection which is outlined in this report. If Owner of property desires coverage of any new infestation it would be advisable to obtain a Control Service Policy which would cover

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any new infestation for the coming year.

K. I agree to pay reasonable attorney's fees if suit is required by this COMPANY to enforce any terms of this contract, together with the costs of such action, whether or not suit proceeds to judgement.

L. The total amount of this contract is due and payable upon completion of work unless otherwise specified. A finance charge computed at a Monthly rate of 1.5% of the unpaid balance (annual percentage rate of 18%) will be added to all accounts past due.

M. If this report is used for escrow purposes then it is agreed that this inspection report and Completion, if any, is part of the ESCROW TRANSACTION. However, if you received written or verbal instructions from any interested parties involved in this escrow (agents, principals, etc.) to not pay our invoice at close of escrow, you are instructed by us not to use these documents to satisfy any conditions or terms of your escrow for purposes of closing the escrow. Further, you are instructed to return all of our documents and the most current mailing address you have on file for the property owner.

N. Owner/agent/tenant acknowledges and agrees that inspection of the premises will not include any type of inspection for the presence or non-presence of asbestos or lead and that this report will not include any findings or opinions regarding the presence or non-presence of asbestos or lead in, upon or about the premises, we recommend that you contact a contractor specifically licensed to engage in asbestos or lead related work. Further, should we discover the presence of asbestos or lead during our inspection of the premises or should our inspection of the premises cause a release of asbestos or lead dust or particles, owner/agent/tenant shall be solely responsible for the cleanup, removal and disposal of the asbestos or lead and the cost thereof. Owner/agent/tenant hereby agrees to waive any and all claims against this Company which are in any way related to the presence of asbestos or lead on the premises and further agrees to indemnify and hold this company harmless from any and all claims of any nature asserted by any third party, including this Company's employees, which is in any way related to the presence of asbestos or lead on the premises.

O. During the course of repairs, if damage is found to extend further than outlined below, this estimate includes repairs of the area. Should others perform repairs as outlined in this report, they should also assume responsibility for any additional damage that is uncovered during the course of said repairs.

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REPORT NO.

THIS EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION. THIS IS A WOOD DESTROYING PEST AND ORGANISMS INSPECTION REPORT. THIS INSPECTION IS PERFORMED AND CONTAINS INFORMATION AS GOVERNED BY THE STRUCTURAL PEST CONTROL ACT, ITS RULES AND REGULATIONS. THIS INSPECTION IS OF EVIDENCE OF INFESTATIONS OR INFECTIONS OF THE VISIBLE AND ACCESSIBLE AREAS ON THE DAY OF INSPECTION. STRUCTURES HAVE INACCESSIBLE AREAS. IF PERSONAL BELONGINGS, FURNITURE OR FLOORCOVERING ARE REMOVED, OR EXTERIOR WALL COVERINGS REMOVED AND AN INFESTATION OR INFECTION OR DAMAGED WOOD IS FOUND AT THAT TIME, A SUPPLEMENTAL REPORT WILL BE WRITTEN ON THE FINDINGS AND RECOMEMNDATIONS AND COST TO REPAIR THOSE AREAS. THIS PROPERTY WAS NOT INSPECTED FOR THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS AND FUNGI. BY CALIFORNIA LAW, WE ARE NEITHER QUALIFIED, AUTHORIZED, NOR LICENSED TO INSPECT FOR HEALTH RELATED MOLDS OR FUNGI. IF YOU DESIRE INFORMATION ABOUT THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS, YOU SHOULD CONTACT AN INDUSTRIAL HYGIENIST.

THIS IS A SEPARATED REPORT. IT IS DEFINED AS SECTION 1 & SECTION 2 CONDITIONS EVIDENT ON THE DATE OF INSPECTION.

SECTION 1 CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION.

SECTION 2 ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION, BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS

RECOMMENDATIONS TO INSPECT AREAS WHICH DURING THE ORIGINAL INSPECTION, DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE THE INSPECTION AND CANNOT BE DEFINED AS SECTION 1 OR SECTION 2.

SUBAREA-VENTILATION:

- ITEM 1A Insulation was noted at framing. Insulation creates areas that are inaccessible, not inspected, and not represented in this report.
***** Information Item *****
- ITEM 1B Plywood has been installed on the subarea cripple walls. This creates inaccessible areas that were not inspected and not represented in this report.
***** Information Item *****
- ITEM 1C There is a post at the area indicated by 1C that some soil is up on the bottom of the post and this will cause decay if left in place.

RECOMMENDATION: Grade the soil to eliminate earth to wood contact.
***** This is a Section 2 Item *****

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PORCHES-STEPS-DECKS-PATIO:

ITEM 3A Underneath the front porch area indicated by 3A, the wood was wet from current rains. I noted on the porch outside the area where the sealant between the concrete and the stucco has openings which will allow water intrusion. Also, when making holes in the stucco to inspect the framing as noted below, I believe there is some dampness in the wall at the area above the porch level. There is a small balcony deck above this area.

RECOMMENDATION: It is important as regular maintenance be performed to keep these areas sealed.

***** This is a Section 2 Item *****

NOTE: As indicated below, there were some other areas of the porch that showed some signs of leakage from the current rains. As recommended in a previous report, I would recommend that a professionally applied waterproof membrane be installed on the concrete surface of the front porch and stairs to prevent leakage to protect the wood beneath. Repairs have been performed underneath the porch and stairs in the past. It is important to maintain the wood to prevent future damage. Owners or parties of interest should contact a waterproofing professional for this type of waterproofing.

ITEM 3B Underneath the landing of the front porch stairs, as indicated above, there is some evidence of leakage, there is a very small amount of dry rot to some wood at the bottom of the step and at the landing because of some leakage. I do not believe there is enough damage to recommend replacement, however, it is important as recommended above that this porch step area be sealed to protect the wood from water. If requested, a price for repair of the area can be given.

***** This is a Section 1 Item *****

ITEM 3C At the bottom step area and the landing above this bottom step area, this area was inaccessible for physical access because of the repairs that have been performed in the past and the cement block walls that have been installed.

RECOMMENDATION: As indicated above, this porch step system should have a professionally applied waterproofing system applied to the surface.

***** This is a Section 2 Item *****

ITEM 3D Inspecting underneath the rear deck, it had rained on the morning of this inspection and decking wood members were wet, I noted some surface fungus on the wood which is common for the wood under decks when it has recently rained. I found no evidence of damage where I would recommend replacement at this time.

RECOMMENDATION: It is important to keep decks cleaned and sealed as regular maintenance. Have periodic inspections and make repairs when necessary. I do not see any damage to recommend replacement at this time. However, if requested, chemical treatments could be performed of the wood underneath as a preventative measure for fungus control.

***** This is a Section 1 Item *****

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PORCHES-STEPS-DECKS-PATIO:

ITEM 3E The set of steps and porch area indicated by 3E, there is some earth to wood contact and wood embedded in concrete. I found no damage to recommend replacement at this time.

RECOMMENDATION: Owner should maintain and prevent as much earth to wood contact as possible and have periodic inspections, make repairs when necessary.

***** This is a Section 2 Item *****

ITEM 3F There is a tile deck on the roof of the garage. Inspecting the inside of the garage, I saw no stains and no evidence of leaks at the time of this inspection.

***** Information Item *****

INTERIOR-STALL SHOWER-ATTIC:

ITEM 5A The upstairs hall bath stall shower has a fiberglass pan and tiled walls. Inspection on this date found no evidence of leakage.

RECOMMENDATION: As regular maintenance, its always important to keep shower areas well grouted, caulked and sealed.

***** Information Item *****

ITEM 5B The master bath tubshower wall tiles, there are some tiles with cracks, the walls are solid and no evidence of water intrusion or damage noted.

RECOMMENDATION: Owner should keep tiles areas well grouted, caulked, and sealed as regular maintenance.

***** This is a Section 2 Item *****

ITEM 5C Fungus and dry rot was noted to (1) 3 light swing out wood window sash at the master bedroom indicated by 5C.

RECOMMENDATION: Remove and replace with new wood window sash built to match existing as closely as possible and prime paint only with one coat of primer.

***** This is a Section 1 Item *****

EXTERIOR-ABUTMENTS:

ITEM 6A There is some fungus decay to (2) ten light window sashes at the area indicated by 6A that has some damage in the wood,

RECOMMENDATION: This appears to be minor, therefore, I would recommend digging out the soft wood, sealing with an epoxy liquid sealer and then filling with an epoxy filler, sand and prime paint.

***** This is a Section 1 Item *****

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EXTERIOR-ABUTMENTS:

ITEM 6B There is (1) ten light window sash at the area indicated by 6B. There is fungus and dry rot damage to a point where replacement will be necessary.

RECOMMENDATION: Remove and replace with a new wood window sash, custom built to match the existing as closely as practical. Install, prime painted with one coat of primer.

***** This is a Section 1 Item *****

ITEM 6C There is a roof deck over the front entry porch. There are closets below this area. It had rained on the morning of this inspection and some days before and I saw no stains or evidence of leakage at this time. As indicated above, when making holes in the stucco, I did note some dampness inside the wall.

RECOMMENDATION: I recommend the owner contact a roofing professional to inspect and seal this roof covering and its important to maintain this roof covering to prevent water intrusion to the interior walls.

***** This is a Section 2 Item *****

ITEM 6D Fungus and dry rot damage was noted to the rail cap at the top of the stucco wall at the area indicated by 6D.

RECOMMENDATION: Remove the rail cap, inspect the wood beneath and make any minor repairs as necessary and install waterproofing and a new rail cap and prime paint with one coat of primer. NOTE: If damage is found to be extensive and go down below the roof line, a supplemental report will be written on the additional findings and recommendation for repairs. I did make a hole in the stucco at this corner and found no evidence of wood damage inside the wall.

***** This is a Section 1 Item *****

ITEM 6E Fungus and dry rot damage was noted to fascia board at the soffit beneath the gutter at the area indicated by 6E.

RECOMMENDATION: Ladders will need to be installed and the gutter taken off from this area for access to the wood thats damaged, the damaged wood would be removed and replaced with new material. The gutters reinstalled. If paint is available, we should paint this area at this time.

***** This is a Section 1 Item *****

ITEM 6F Holes were placed in the stucco at various areas around the house to inspect the wood framing. I found no evidence of damage to the wood framing at the time of this inspection.

***** Information Item *****

ITEM 6G The abutment noted by 6G, I was able to look through and probe through the vents to inspect the wood framing and I found no evidence of damage to the wood.

***** Information Item *****

GENERAL NOTES

THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD.

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The attic was not inspected due to the type of construction. Should the owner request and after we have received a written waiver of responsibility for the possibility of damage to finished ceilings during the course of an inspection, we will return to the property, inspect and issue a supplemental report outlining our complete findings.

WORK AUTHORIZATION CONTRACT

Address of Property: 812 ROSEMOUNT ROAD, OAKLAND CA 94610
 Inspection Date: 10/17/2007
 Report #: 71607
 Title Co. & Escrow #: Escrow #

SECTION 1	SECTION 2	FURTHER INSPECTION
3B SEE TEXT	1C \$ 20.00	
3D SEE TEXT	3A OTHERS	
5C \$ 410.00	3C OTHERS	
6A \$ 220.00	3E SEE TEXT	
6B \$ 460.00	5B OTHERS	
6D \$ 1450.00	6C OTHERS	
6E \$ 1800.00		

We Authorized the Following Section 1 Items to be Performed.

3B, 3D, 5C, 6A, 6B, 6D, 6E

We Authorized the Following Section 2 Items to be Performed.

1C, 3A, 3C, 3E, 5B, 6C

We Authorized the Following Items for Further Inspection.

Proposed Cost Section 1: \$4,340.00

Proposed Cost Section 2: \$20.00

Proposed Cost Fur.Insp.: \$0.00

Total - All Sections: \$4,360.00

MOLD DISCLAIMER

There may be health related issues associated with the structural repairs reflected in the inspection report referenced by this Work Authorization Contract. These health issues include but are not limited to the possible release of mold spores during the course of repairs. We are not qualified to and do not render any opinion concerning such health issues or any special precautions. Any questions concerning health issues or any special precautions to be taken prior to or during the course of such repairs should be directed to a Certified Industrial Hygienist before any such repairs are undertaken.

BY EXECUTING THIS WORK AUTHORIZATION CONTRACT, CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS BEEN ADVISED OF THE FOREGOING AND HAS HAD THE OPPORTUNITY TO CONSULT WITH A QUALIFIED PROFESSIONAL.

I have read this work authorization contract and WDO inspection report it refers to. SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE WORK WILL BE SCHEDULED. I have read and understand the terms of this work authorization contract and hereby agree to all

APPROVED AND READ BY: _____

DATE _____

ACCEPTED FOR: _____

DATE _____

EAST BAY STRUCTURAL & TERMITE COMPANY

WORK AUTHORIZATION CONTRACT

Address of Property: 812 ROSEMOUNT ROAD, OAKLAND CA 94610
Inspection Date: 10/17/2007
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CUSTOMER INFORMATION

The total amount of this contract is due and payable upon completion of the work listed above unless otherwise specified. Only the work specified in the contract is being done at this time due to owners wishes. ANY WORK PERFORMED AGAINST AN EXISTING TITLE ESCROW WILL BE THE FINANCIAL RESPONSIBILITY OF THE PARTY ORDERING THE WORK. IN THE EVENT OF A CANCELLED TITLE ESCROW.

Work completed (LABOR) by operator shall be guaranteed for a period of one year from completion. Toilet plumbing (parts supplied by this firm), showers, floors or any measures for the control of moisture are guaranteed for (30) days only. Chemical treats are guaranteed for one year. Only the areas treated are guaranteed.

Customer agrees to hold company harmless for any damage which may occur to plant life, wiring, trees, vines, pets, tile roofs, plumbing leaks, or changes beyond control of the company which may occur during the performance of this work. In case of non-payment by owner, reasonable attorney's fees and costs of collection shall be paid by the owner, whether suit be filed or not. A SERVICE CHARGE OF 1-1/2 PERCENT, PER MONTH WILL BE CHARGED ON ALL BALANCES OVER (30) DAYS. THE 1-1/2 PERCENT, PER MONTH, EQUALS 18 PERCENT PER ANNUM ON THE UNPAID BALANCES.

Any additional damage found while work is being performed will be supplemented by a report as to additional findings and costs.

All repairs performed by others must be re-inspected by OUR COMPANY before a CERTIFICATION will be issued. We do not guarantee work completed by others. Any repairs completed by others must be guaranteed in writing and submitted to OUR COMPANY before a CERTIFICATION will be issued. This firm does not make statements concerning workmanship. Workmanship is only determinable by those paying for or receiving those services.

If at the time of repairs to decks, the damage is found to be more extensive, a Supplemental report will be given along with a bid for any other corrections that maybe necessary.

A re-inspection of specific items on the report or of any other conditions pertaining to this structure can be done at an ADDITIONAL COST PER TRIP. The re-inspection must be done within (4) months of the original inspection.

Our inspectors are not equipped with 40 ft. ladders therefore all two story building will not be inspected at the eaves unless requested.

NOTE TO OWNER: Under California Mechanics Lien Law any structural pest company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company if full if the subcontractor, laborers or suppliers remain unpaid. NOTE: Inspection fee is billed separately above any work costs.

To preserve there right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A preliminary notice is not a lien against your property. Its purpose is to notify your of persons who may have a right to file a lien against your property if they are not paid.

Our prices are subject to change after 90 days. Our minimum charge is \$250.00.