

**WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT**

Building No. <b>10835</b>	Street <b>Minette Drive</b>	City <b>Cupertino</b>	ZIP <b>95014</b>	Date of Inspection <b>3/16/2010</b>	Number of Pages <b>Page 1 of 6</b>
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**510 Madera Ave  
San Jose, CA 95112  
(408) 993-1900 • Fax (408) 993-1944  
Registration # PR1452**

HomeGuard Rpt #: **139935**

Ordered By: <b>Dafna Mizrahi Coldwell Banker 12029 Saratoga Sunnyvale Ro Saratoga, CA 95070</b>	Property Owner/Party in Interest:	Report Sent to: Escrow#: <b>Cheryl Novielli Stewart Title 12820 Saratoga Sunnyvale Road Saratoga, CA 95070</b>
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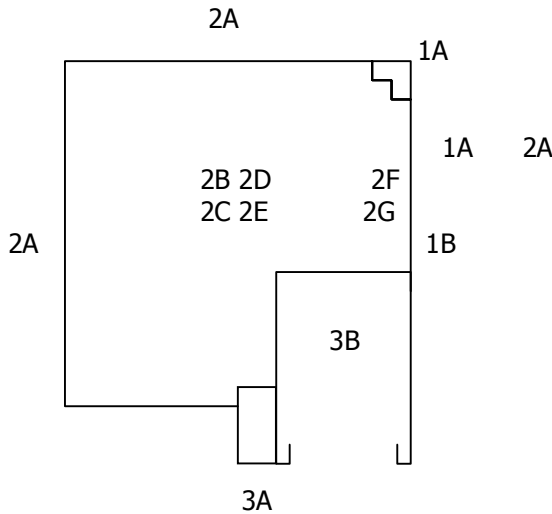
COMPLETE REPORT <input checked="" type="checkbox"/>	LIMITED REPORT <input type="checkbox"/>	SUPPLEMENTAL REPORT <input type="checkbox"/>	REINSPECTION REPORT <input type="checkbox"/>
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General Description: <b>One story, single family wood framed residence with stucco and wood exterior.</b>	Inspection Tag Posted: <b>Garage</b>
	Other Tags Posted: <b>HomeGuard Inc. 2008</b>

An inspection has been made of 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 <input type="checkbox"/>	Drywood Termites <input type="checkbox"/>	Fungus / DryRot <input checked="" type="checkbox"/>	Other Findings <input checked="" type="checkbox"/>	Further Inspection <input checked="" type="checkbox"/>
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.				

**Key to Items on diagram: [1] Section 1 Items [2] Section 2 Items [3] Unknown Further Inspection Items**



**FRONT**  
**Diagram Not To Scale**

Inspected by: **Andrew m Ries**

License#: **FR40213**

Signature: \_\_\_\_\_

You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite1500, Sacramento, California 95815-3831.

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)561-8700, (800) 737-8188 or www.pestboard.ca.gov.

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**AREAS NOT INSPECTED PLEASE READ.**

We did not inspect the interior of finished walls or behind installed finished cabinet work. We did not inspect the areas immediately under furniture or appliances. This structure contains slab flooring, and in slab floor type construction, it is possible for Subterranean Termite infestations to be concealed and not evident at the time of our inspection; therefore, we assume no liability for any infestations that are not evident at the time of our inspection. Our inspection does not include inspection of the electric, heating, or mechanical systems of the structure. We did not inspect the roof covering for leakage. Our inspection will not detect building code violations. If any information is desired about any of these mentioned areas, a company which makes home inspections should be engaged. The plumbing was inspected, but only the leaks outlined in our report were found at this time. We assume no responsibility for leaks that occur after the date of this inspection. There may be health related issues associated with the findings reflected in this report. We are not qualified to and do not render an opinion concerning any such health issues. The inspection reflected by this report was limited to the visible and accessible areas only. Questions concerning health related issues, which may be associated with the findings or recommendations reflected in this report, the presence of mold, the release of mold spores or concerning indoor air quality should be directed to a Certified Industrial Hygienist. This structure has carpet installed. Although no adverse conditions were evident, we assume no responsibility for the floor covering under the carpet unless we remove the carpet. As is standard practice within our industry and since our inspectors do not carry a 30' ladder on their truck, a portion of the eaves, wood siding and wood windows above 11' were only inspected visually. Upon request and at an additional charge HomeGuard Inc. will return to the property and further inspect these inaccessible areas by probing the wood members. We did not water test nor inspect upstairs plumbing concealed by finished ceilings. The area under the water heater or furnace pedestal was not inspected. The inaccessible areas listed above which were not inspected will be inspected upon the owner's request and may be conditional to additional inspection fees.

"This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs."

**NOTE: Work performed by others will be reinspected for a fee of \$175.00 for each trip out to the property. Open wall and open floor inspections are desirable if certification is required.**

**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 differ from company to company. You have the right to seek a second opinion from another company.**

**NOTE: WE GUARANTEE ALL REPAIRS DONE BY THIS COMPANY FOR ONE YEAR AND FUMIGATIONS FOR A PERIOD OF 2 YEARS FROM THE DATE OF COMPLETION. WITH THE EXCEPTION OF PLUMBING, GROUTING, CAULKING AND RE-SETTING OF TOILETS WHICH ARE GUARANTEED FOR 30 DAYS FROM THE DATE OF COMPLETION. WE CANNOT GUARANTEE WORK DONE BY THE OWNER OR OWNER'S**

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**AGENT. WE MAKE NO GUARANTEE AGAINST FUTURE INFECTIONS, ADVERSE CONDITIONS, OR CONDITIONS PRESENT BUT NOT EVIDENT AT THE TIME OF OUR INSPECTION.**

**NOTE: THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION I AND SECTION II CONDITIONS EVIDENT ON THE DATE OF INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION, OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II 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 AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.**

**Section 1 Items**

**1A. FINDING:** Fungus damage was noted to the roof eaves as indicated on the diagram.

**RECOMMENDATION:** Remove and replace the damaged wood members to correct this condition. This bid includes replacement of the roof covering if disturbed by our repairs. If existing gutters need to be removed to perform the repairs then our bid also includes reinstallation of original gutters. If it becomes necessary or desirable to install new gutters this will be done only if authorized and at an additional cost. The guarantees on the roof covering are limited to the areas where the work was performed

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1B. FINDING:** The siding is in earth wood contact and has been damaged by fungus .

**RECOMMENDATION:** Remove and replace the damaged siding and grade the soil away from the structure to eliminate the earth wood contact. Note: If additional damage is found when the soil is graded or if damage is found to extend into an enclosed area a supplemental report and bid will be issued.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**Section 2 Items**

**2A. FINDING:** There is vegetation in contact with the structure.

**RECOMMENDATION:** The owner is advised to cut back the vegetation away from contact with the structure.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2B. FINDING:** Cracked tiles were noted on the hall bathroom tub walls.

**RECOMMENDATION:** The owner is advised to replace the cracked tiles and regrout as necessary.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2C. FINDING:** There is a gap between the tub spout and wall covering in the hall bathroom.

**RECOMMENDATION:** Secure and seal around the spout in the most practical way.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

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**2D.** FINDING: There is evidence of water leakage around the hall bathroom glass tub enclosure.

RECOMMENDATION: Reseal this enclosure in the most practical way. With this type of enclosure, we cannot guarantee to completely stop the leakage, only to control it. It will be the owners responsibility to maintain this enclosure in a waterproof condition.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2E.** FINDING: Some of the grout is loose or missing around the ceramic tile on the hall bathroom tub dog leg.

RECOMMENDATION: Reseal the area in the most practical way. Owner to maintain in a water tight condition.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2F.** FINDING: Some of the grout is loose or missing around the ceramic tile on the kitchen counter top.

RECOMMENDATION: Reseal the area in the most practical way. Owner to maintain in a water tight condition.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2G.** FINDING: There is a plumbing leak at the kitchen faucet.

RECOMMENDATION: Reseal or repair this leak in the most practical way.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**Further Inspection Items**

**3A.** FINDING: The abutments, as indicated on the diagram, are inaccessible for inspection.

RECOMMENDATION: Install test holes through the exterior stucco to allow for further inspection. All findings, recommendations, and bids will be issued on a supplemental report.

\*\*\*\*\* (FURTHER INSP ITEM) \*\*\*\*\*

**3B.** FINDING: We were unable to inspect the interior of the garage due to stored personal property.

RECOMMENDATION: The owner should move the storage away from the garage walls to allow for further inspection. All findings, recommendations, and bids will be issued in a supplemental report.

\*\*\*\*\* (FURTHER INSP ITEM) \*\*\*\*\*

NOTE: This property has recently been painted. We assume no responsibility for any infestations or infections that may be concealed by this fresh paint.

NOTE: "State law requires that you be given the following information:

CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks that are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

"If within 24 hours following application, you experience symptoms similar to common

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seasonal illness comparable to the flu, contact your physician or poison control center and your pest control company immediately."

For further information contact any of the following:

HOMEGUARD INCORPORATED (408) 993-1900  
 Poison Control Center: (800) 876-4766  
 Santa Clara County Agricultural Commission (408) 918-4600  
 Santa Clara County Health Department (408) 918-3400  
 San Benito County Health Department (831) 637-5367  
 San Benito County Agricultural Commission (831) 637-5344  
 Alameda County Agricultural Commission (510) 670-5232  
 Alameda County Health Department (510) 267-8000  
 Contra Costa County Agricultural Commission (925) 313-6712  
 Contra Costa County Health Department (925) 646-5137  
 San Mateo County Agricultural Commission (650) 363-4700  
 San Mateo County Health Department (650) 573-2757  
 Structural Pest Control Board (800) 737-8188  
 2005 Evergreen Street Ste. #1500, Sacramento, CA 95815-3831

"Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated".

NOTE: Unless stated otherwise HomeGuard Incorporated bids include texturing and painting repaired areas. We will cover repaired sheetrock and wood with one (1) coat of white primer or (1) coat of color supplied by the owner. Any texturing will vary from original texture however we will match as close as possible. All painting will be on the area repaired only feathering the paint in to blend with existing. On exterior surfaces texturing and painting will only be done weather permitting.

NOTE: If damage is found to extend into any inaccessible areas, a supplemental report will be issued listing additional findings, recommendations and bids.

NOTE: HomeGuard Incorporated assumes no liability for, nor do we guarantee work done by others. All guarantees, warranties, and permits should be obtained from the parties performing the repairs.

NOTE: If any of the wood repairs outlined in the above report are done by others, an open inspection must be performed by this company if the appropriate certification is desired.

NOTE: Due to the building materials used on this structure, it may be difficult to match the existing mill patterns and materials used in the original construction. We will replace damaged wood members with material which resembles, as closely as possible, the existing wood members with standard grade, readily available wood members.

NOTE: 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.

NOTE: Thank you for using HomeGuard Incorporated. If you have any questions regarding this report, please call and ask for Andrew Ries. Please bear in mind that the inspectors have full schedules during the day and can only be reached by phone early in the morning and late in the afternoon. The inspector will make every effort to make contact with you when he

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is available.

If you require further assistance or wish to schedule work as recommended in this report, please feel free to contact our office. We are here to assist you!

**Report Pictures:**

Pictures are provided to assist in clarifying some of the findings made in this report. No relative importance should be placed on these pictures. There are likely to be significant comments that do not have pictures associated with them. The pictures in this report do not illustrate all of the damage associated with a particular item. Please read the report thoroughly and contact the inspector if you have any specific questions.



510 Madera Ave  
 San Jose, CA 95112  
 (408) 993-1900  
 Fax (408) 280-2763

Initials \_\_\_\_\_

Page 1 of 2

**AGREEMENT**  
 10835 Minette Drive, Cupertino

HomeGuard Incorporated is authorized to proceed with the work outlined in items \_\_\_\_\_ of their termite report no. 139935 for the property located at 10835 Minette Drive, Cupertino for a total sum of \$ \_\_\_\_\_. This amount will be due and payable upon completion of work. It is understood that the contract price does not include the charge of the structural pest control inspection report or re-inspection fees.

**HOMEGUARD INCORPORATED AGREES**

- To guarantee all repairs completed by this company for one year from the date of completion except for plumbing, grouting, caulking, and resetting of toilets, which will be guaranteed for 30 days.
- To be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days
- To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any, plant life, rain gutters, roofs; nor for damage or dirtying of stucco, plaster, paint, wall paper or other "finish-work" adjacent to areas where work is performed.
- To replace damaged wood members with material which resembles, as closely as possible, the existing wood members with standard grade, readily available wood members.

**OWNER OR OWNER'S AGENT AGREES:**

- To pay for services rendered upon completion of work. This contract may be canceled at any time by the customer. In the event of such action, customer agrees to pay HomeGuard Incorporated in full for all items already completed, and time and material for all items only partially completed. Time and material is calculated at the rate of ninety-five dollars per hour and the cost of materials plus 15%. The customer also agrees that in the case of cancelation of the contract, to pay all fees for nessasary permits and any associated cost for obtaining permits. In the case of non-payment by owner, reasonable attorney fees and costs of collection shall be paid by the owner whether suit be filed or not.
- To pay for service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
- Owner grants HomeGuard Incorporated, a security interest in the above described real property to secure payment of the sum for work and inspeciton fee completed.
- If additional damage is discovered by HomeGuard Incorporated, during the performance of work, company agrees to notify owner or agent of the amount of the damage and the cost of additional work to be done. This work will not be performed unless owner agrees.
- If any additional work, plans or engineering is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent.
- All plumbing repairs bid in this report are for only the specific repair that is identified. Many times when performing plumbing repairs it becomes necessary to repair or replace adjacent plumbing because of the age or fragility of these components. When this happens the owner or agent will be notified and said repairs will require additional cost and authorization.

**This job has been bid as if all section one items are being performed. If the owner would like to select individual items, it may require HomeGuard Incorporated to provide a new bid for these items. The minimum service charge is \$225 regardless of the bid on the individual item.**

**Section 1:**

1A \$800    1B \$500    Total \$1,300

**Section 2:**

2A Owner    2B Owner    2C \$40    2D \$125    2E \$100    2F \$100    2G \$300

**Further Insp:**

3A WillBid    3B N/C

IS UPGRADING OR CHOICE OF LINOLEUM OR TILE DESIRED?    Yes\_\_\_    No\_\_\_

\*\*\*If there is no choice, neutral colors will be installed there may be additional charges for special materials chosen\*\*



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**AGREEMENT**  
10835 Minette Drive, Cupertino

The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept HomeGuard Incorporated's bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, HomeGuard Incorporated will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform.

**NOTICE TO OWNER**

Under the California Mechanics Lien law, any structural pest control operator who 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 work or supplies, has the 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 contractor in full if the subcontractor, laborers of suppliers remain unpaid. To preserve their right to file a claim of lien against your property, certain claimants such as subcontractors and material suppliers are required to provide you with a document intitled "Preliminary Notice". General 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 you of persons who may have a right to file a lein against your property if they are not paid. You can protect yourself from such claim by requiring your contractor to supply you with a payment and performance bond prior to commencing any work of improvement and/or requiring your contractor to provide you with an unconditional lien release signed by each material supplier, subcontractor, and laborer involved in that project phase before making payment on the completed phase of the project.

**OWNER OR OWNERS AGENT**                      **DATE**                      **BY:** \_\_\_\_\_, HomeGuard Incorporated

**X** \_\_\_\_\_                      **ESCROW OFFICER:** \_\_\_\_\_

**Print Name** \_\_\_\_\_                      **ESCROW PHONE NO:** \_\_\_\_\_

**X** \_\_\_\_\_                      **ESCROW CO/NO:** \_\_\_\_\_

**Print Name** \_\_\_\_\_

Name of person providing access \_\_\_\_\_ Phone Number \_\_\_\_\_

**THIS AGREEMENT IS 2 PAGES**  
**PLEASE BE SURE TO SIGN AND SEND BOTH PAGES**



510 Madera Ave  
San Jose, CA 95112  
(408) 993-1900  
Fax (408) 993-1944

## Invoice

Invoice Date: **3/17/2010**

Invoice No: **SJ269148T**

### Bill To:

Cheryl Novielli  
Stewart Title  
12820 Saratoga Sunnyvale Road  
Saratoga, CA 95070

### Property Information:

Address: **10835 Minette Drive**  
**Cupertino CA, 95014**  
Report No. **139935TPR**  
Escrow#:

### Billing Information:

Inspection: <b>3/16/2010 Complete</b>	<b>\$245.00</b>
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Notice of Completion:	<b>\$0.00</b>
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Other:	<b>\$0.00</b>
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Total Due:	<b>\$245.00</b>
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**DUE UPON RECEIPT**  
Please remit to 510 Madera Ave., San Jose, CA 95112  
*There is a \$25 fee for all returned checks*