



HEDDERMAN SERVICES

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## STRUCTURAL INSPECTION

907 Blue Willow Dr  
Houston TX 77042

Steve Gordon & Cynthia Mattice

DECEMBER 29, 2020



Inspector

**Eddy Rodriguez**

Engineer & TREC#23614

281-355-9911

[office@hedderman.com](mailto:office@hedderman.com)

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# TABLE OF CONTENTS

1: Cover Letter	3
2: Purpose/Scope	4
3: Site Conditions	6
4: Foundation	7
5: Roof	14
6: Structural Framing	17
7: Water Penetration	22
8: Fireplace/Chimney	24
9: Attic	27
10: Exterior Cladding	30
11: Exterior Items	32
12: Interior Items	36
13: Close	40
14: Receipt Page	41
15: Service Agreement	42

# 1: COVER LETTER

## Information

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### **HEDDERMAN ENGINEERING, INC.**

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12/29/2020

TO: Steve Gordon & Cynthia Mattice

REF: CONDITION OF PROPERTY SURVEY

Dear Steve Gordon & Cynthia Mattice:

At your request, a visual survey of the house located at 907 Blue Willow Dr, Houston TX 77042 was performed by Eddy Rodriguez. Transmitted herewith is the inspection report stating our professional opinions on whether the items of construction included in the survey are functional on the day of the inspection, or are in need of repair.

The scope of our inspection and other important information, particularly in the area of dispute resolution should a question arise, is contained in our Service Agreement, which has been included at the end of this report.

Thank you for asking HEDDERMAN ENGINEERING, INC. to perform this important inspection work for you. If you have any questions after reviewing this report, please feel free to call me at my office.

At your service,

HEDDERMAN ENGINEERING, INC.

Tim Hedderman, President

## 2: PURPOSE/SCOPE

### Information

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#### **INTRODUCTION**

The purpose and scope of the inspection are detailed below, as well as in the executed Service Agreement at the end of this report. Also included are the limitations of the inspection.

#### **PURPOSE**

The purpose of the inspection was to view the components of the house included in the inspection and to give our opinions on whether or not these specific items were functioning at the time of the inspection, or were in need of repair. Although this report may include observations of some building code violations, total compliance with structural, mechanical, plumbing, electrical codes, specifications, and/or legal requirements is specifically excluded.

This also applies to all non-code making bodies, including but not limited to, the Brick Institute of America and the Texas Lathing and Plastering Contractors Association and their respective recommendations of building construction details. We do not perform "code" inspections, and since building codes change every few years, our inspections are not done with the intention of bringing every item in the house into compliance with current code requirements.

Rather, the standard of our inspections is a performance standard to determine if the items inspected are functioning at the time of the inspection, or if they are in need of repair. This is particularly applicable to Home Warranty policies, where the standards of the Home Warranty service company may differ than the scope of our stated performance standard for judging whether a piece of equipment is functional or in need of repair. If you intend to rely on a Home Warranty policy, then it is recommended that you contact the Home Warranty company of your choice for a more in-depth analysis of what may be required to meet their standards should a claim be made against their policy. It has been our experience that Home Warranty companies may require the equipment to be in total compliance with current code (even if it was installed before the current code was adopted) to be covered under their policy, and if so, it is recommended that you contact the appropriate service companies for a code compliance certification inspection. This report is provided solely for the use of the person to whom this report is addressed, and is in no way intended or authorized to be used by a third party, who may have different requirements, and to whom we have not contracted to perform the inspection. If a third party chooses to use this inspection report, they do so without HEDDERMAN ENGINEERING, INC. permission or authorization, and they do so at their own risk. It is our purpose to provide information on the condition of the house on the day of the inspection. It is not our purpose to provide discussions or recommendations concerning the future maintenance of any part of the house, or to verify the adequacy and/or design of any component of the house. It is pointed out that other engineers/inspectors may have contrasting opinions to those given in this report. Items that we find that in our opinion are in need of repair will typically include the recommendation to Obtain a Cost Estimate from qualified contractors. The scope and cost of the actual repairs can vary significantly from company to company, and it is your responsibility to see that the scope of work needed and actual cost of repairs is confirmed by contacting one or more qualified service companies before your option period ends or before closing on the property. This report may also contain informational items which are included as a courtesy to help you become more aware of the condition of the house. In the performance of this inspection, HEDDERMAN ENGINEERING, INC. has acted as an engineering consultant subject to the standards of the State Board for Professional Engineers.

#### **SCOPE**

The scope of the inspection included limited, visual observations at the interior and exterior of the structure. Only those items readily visible and accessible at the time of the inspection were viewed and are included in this report. Any items causing visual obstruction, including, but not limited to furniture, furnishings, floor or wall coverings, pictures, foliage, registers and grills on HVAC ductwork, soil, appliances, insulation, etc., were not moved. The basis of our opinions will be the apparent performance of that portion of the house readily visible at the time of the inspection.

Disassembly or removal of any portion of the structure, mechanical equipment, plumbing equipment, or electrical equipment is beyond the scope of this inspection. There is no warranty or guarantee, either expressed or implied, regarding the habitability, future performance, life, insurability, merchantability, workmanship, and/or need for repair of any item inspected. The components of the house included in scope of the inspection, if present and applicable, include:

**Structural:** Foundation, primary load-carrying framing members, roof surface, water penetration, and miscellaneous items related to the house.

**Mechanical:** Air conditioning and heating systems, water heaters, built-in kitchen appliances, and garage door openers.

**Plumbing:** Water and gas supply lines, sinks, toilets, tubs, showers, visible drain lines inside the house, and vents.

Electrical: Service entrance conductors, electric meter, distribution panel, visible wiring, light fixtures, switches, and receptacle outlets.

Items specifically excluded from our inspection include:

- Tainted and Corrosive sheetrock (Chinese Sheetrock).
- All pests, wood destroying insects, conducive conditions, ants, or rodents.
- All equipment related to mosquito control.
- All items related to major geological conditions such as faults or subsidence.
- All underground piping, including water, sewer, and gas piping.
- Water softening and water treatment systems.
- Identifying products that have been recalled.
- Pressure testing of gas system.
- All low voltage lighting systems and/or photocells.
- All low voltage data systems such as telephone, cable TV or data lines.
- All fire detection, carbon monoxide, smoke alarms and/or security alarm systems.
- All environmental hazards, or any toxic/hazardous materials including, but not limited to: radon gas, lead, formaldehyde, electromagnetic, any and all items related to asbestos.
- A backup generator and transfer switch panel.
- Any electrical load analysis on the electrical system to determine adequacy of the service or any branch circuit.

If you desire information or inspections concerning the items listed above, or any other items, then it is recommended that you contact the appropriate service companies. Also excluded from the scope of the inspection are any and all items related to mold and/or all microbial substances. Due to the current limitations of coverage on most homes by the insurance industry in Texas, where damages due to mold and/or other microbial substances may not be covered, we routinely recommend that you have a mold inspection by a qualified professional before you close on the house. Built-in appliances and mechanical equipment were operated in at least one, but not all, of their operating modes, where possible. If you desire for every operating mode of each piece of equipment to be operationally checked, then it is recommended that you contact a service company. Equipment and materials that are not visible, including structural components, underground plumbing and gas lines, and all other items not normally available for ready viewing, are excluded from the scope of this inspection. If you desire an inspection on the underground plumbing pipes or a hydrostatic test to determine if the plumbing pipes are leaking under the house, then it is recommended that you contact a plumber. No electrical circuit or load analysis will be performed on the electrical system. We make no representation regarding the condition of this house other than as contained in this written report. Any verbal discussions concerning this house that were made at the time of the inspection, and not contained in this written report, are not to be relied upon. Although the structural portion of this inspection was made by an engineer, it cannot be considered to be a formal engineering study since no calculations, structural analysis, or physical material testing were performed. If engineering drawings/specifications have been made available during this inspection and, if they have been viewed, it is pointed out that all such viewing is strictly cursory, and in no way should our cursory examination be construed as providing engineering judgments concerning the adequacy or acceptability of the drawings/specifications. It is pointed out that it is possible for latent defects to exist in the structure and its related equipment, underground piping, and systems that are not visible at the time of the inspection, and may not be able to be viewed during a limited visual inspection. This is particularly applicable in items relating to water, such as roof leaks, water penetration conditions, etc., where the condition may exist, but not be visible at the time of the inspection (e.g. where it has not rained for a period of time, allowing materials time to dry out). HEDDERMAN ENGINEERING, INC. does not claim or warrant that the observations listed in this report represent every condition that may exist. In using the information supplied by this inspection, one must recognize the limitations of a limited, visual inspection conducted at a single point in time, and accept the inherent risk involved. It is recommended that you obtain as much history as is available concerning this house. This historical information may include copies of any seller's disclosures, previous inspection or engineering reports, building drawings and/or specifications, bids to perform repair work on the house, knowledge of any drainage problems, receipts from repair work that has been performed, reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should attempt to determine whether repairs, renovation, remodeling, additions or other such activities have taken place at this house.

## 3: SITE CONDITIONS

### Information

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**Occupancy**

Vacant

**In Attendance**

Seller

**Weather**

Clear, Temperature - 60-70  
degrees

**Age of Home - HAR**

According to HAR, the house was  
built in 1968.

**North-Left**

For the purpose of the inspection and report, NORTH will be assumed to be from the right side of the house towards the left, when facing the house from the front.

## 4: FOUNDATION

### Information

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#### **Description: FOUNDATION OBSERVATIONS AND CONCLUSIONS:**

*The following items were inspected, with our Observations and Conclusions noted.*

#### **Description: Concrete Rebar slab**

The foundation was a concrete slab on grade, and appeared to be reinforced with steel reinforcing rods (rebar).

#### **Description: Previous repairs**

It was observed/disclosed that the foundation of this house has been repaired previously. It is pointed out that HEDDERMAN ENGINEERING, INC. cannot and does not take any responsibility for the adequacy and/or future performance of the repair work. Any opinions given in this report concerning the levelness of the house are for the day of the inspection only, and are not a warranty against future foundation movement of the house. It is recommended that you obtain all available information and warranties from the homeowner relating to the foundation repair(s).

#### **Differential Movement: Reference point**

See our field sketch below showing the elevation readings for this structure. Note that the "R" on the sketch is our randomly chosen starting reference point, where the elevation is 0, and all other elevation readings are taken relative to the reference point, and are measured in inches to the nearest 1/10 inch. Height adjustments were made for variations in the height or thickness of the various floor coverings. If there is a step up or a step down into an area such as a garage, sunken room, balcony/patio area, or raised rooms, the elevation readings will have larger numbers due to the amount of the step.

We typically point out that foundations are rarely constructed perfectly level, so most properties have some unlevelness (typically  $\frac{3}{4}$  to 1-1/2 inches) built into the foundation as part of original construction. We have no knowledge as to how much unlevelness was built into this house foundation during original construction.

Note that it is not HEI's purpose to exhaustively document each and every evidence that may be related to foundation movement, but rather to document a representative sample and/or the most significant evidences of movement upon which we base our opinion on the condition of the foundation.

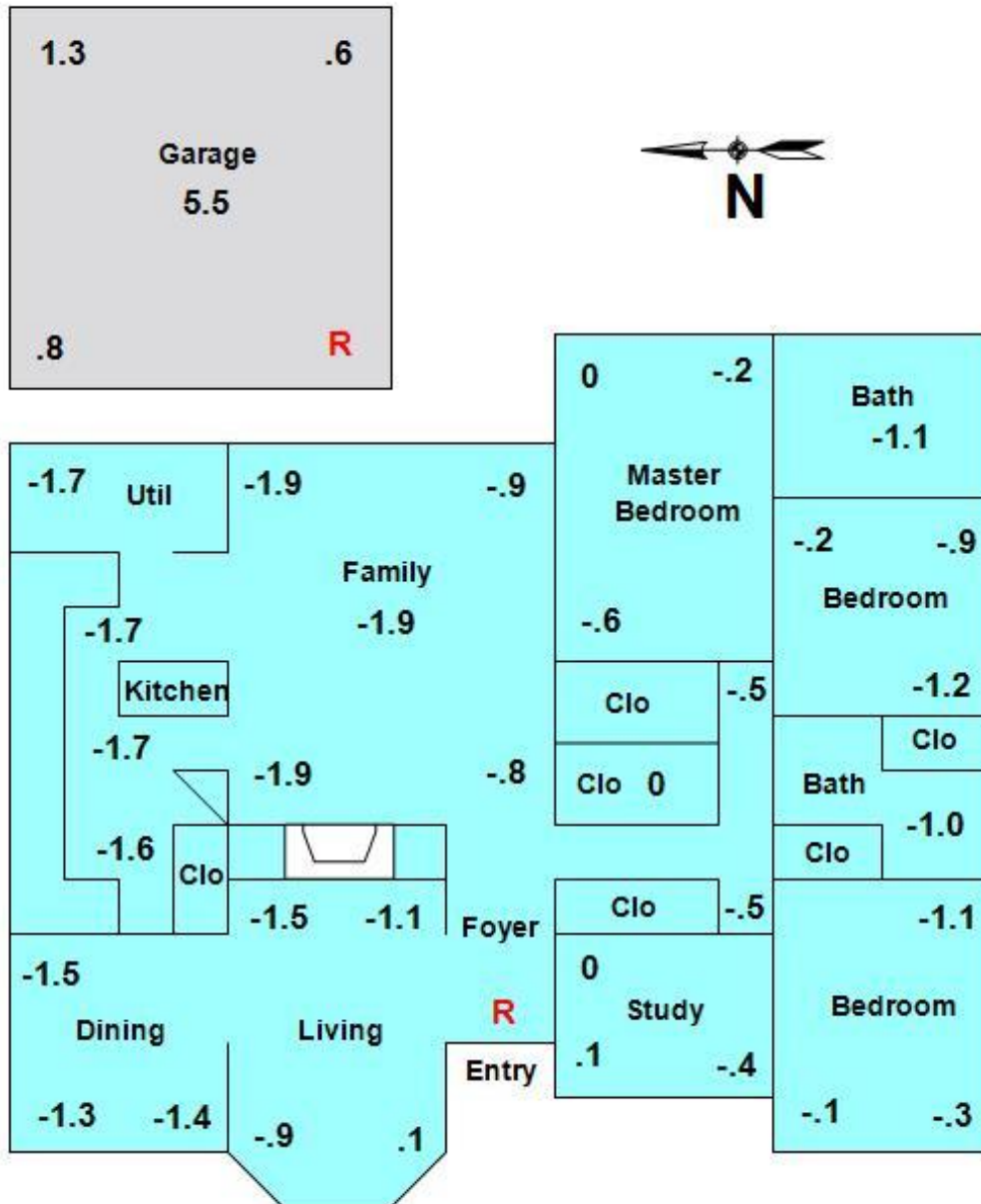
#### **Differential Movement: Levelness - Some Sloping**

The floors were checked with an electronic level, and were observed to be sloping from the center towards the perimeter of the house. The difference in elevation between the high point and low point was 2.0 inches. The high point was located at the living room, and the low point was located at the family room. The unlevelness takes place over a horizontal distance of approximately 25 feet.

12.29.20

HEI

Gordon - Mattice



### Elevation Readings 907 Blue Willow Drive

**Differential Movement: Veneer - Cracks/Patches**

South

Cracks and/or patches were observed in the exterior veneer at the time of the inspection, including at the above locations.

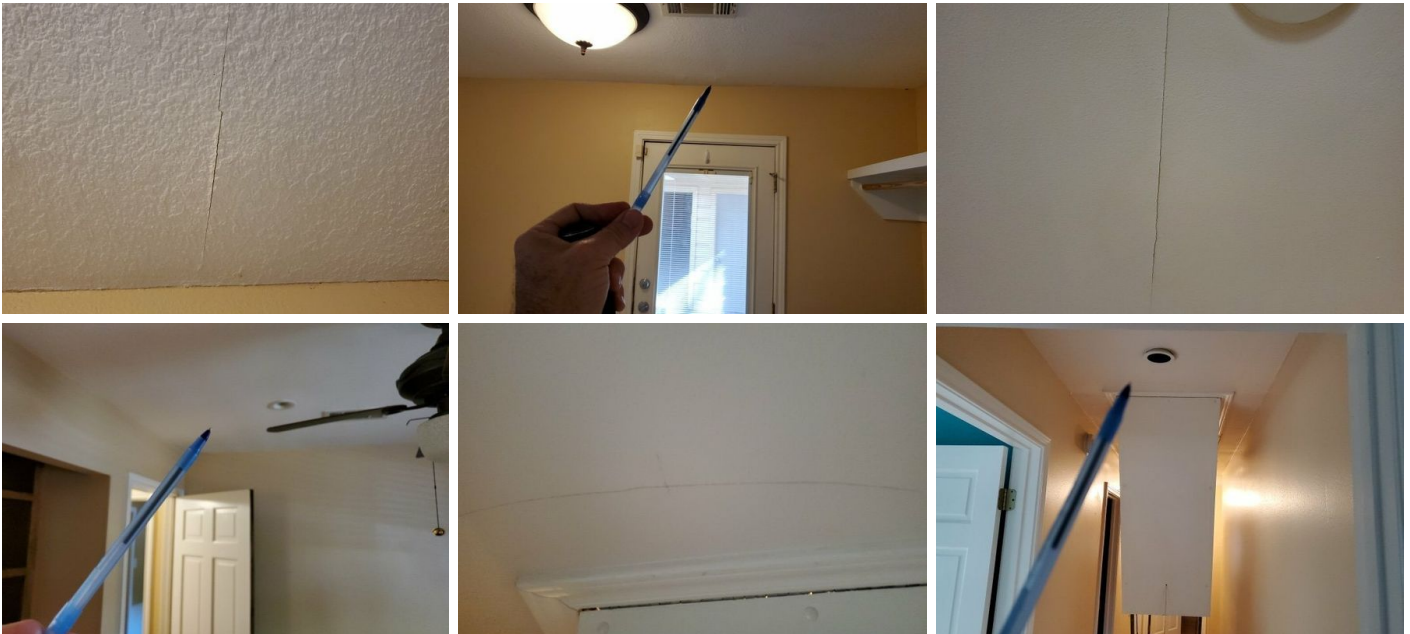




**Differential Movement: Sheetrock Cracks/Patches/Compression ridges**

Study , Utility Room, Hallway

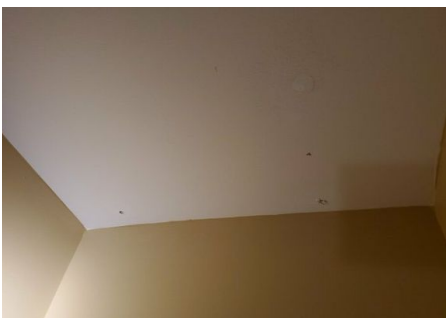
Sheetrock cracks, patches, and/or compression ridges were observed in the house during the inspection, including at the above locations.



**Differential Movement: Sheetrock - Nail pops**

South West Bedroom Closet

Nail pops were observed in the surface of the sheetrock at the time of the inspection including at the above locations.



**Differential Movement: Corner Chipped**

South East , South West , North West

The corner of the foundation was observed to be chipped at the above locations. This condition is typically caused by differences in thermal expansion between the brick veneer and the concrete foundation. Also, this condition can be caused by a lack of reinforcement in the corner of the foundation during original construction. In our opinion, this condition does not affect the overall structural integrity of the foundation.



### Differential Movement: Slab not Visible - Patio

It is pointed out that a portion of the foundation concrete could not be viewed due to the concrete patio that adjoined the foundation.



### Separation of Materials: Window frame

South

The window frame was separated from the exterior brick veneer apparently due to movement. The separation was observed to be approximately 1/2 inch.



### Separation of Materials: Sticking doors

South West Bedroom

Doors that were sticking due to movement of the house were observed at the time of the inspection.

### Separation of Materials: "Ghost" doors

Study Closet

"Ghost" doors, where the door swings open and/or shut by itself due to unlevelness were observed.

### FOUNDATION CONCLUSIONS: Marginal

Most of the structures previously inspected by this firm have experienced some degree of differential foundation movement, and this structure was no exception. After careful examination, it is our opinion that the degree of the foundation movement is such that the condition of the foundation can still be considered as acceptable, yet marginally so. It is recommended that the evidences of differential movement be monitored in the future to determine if the condition has stabilized, or if the foundation is continuing to settle. It is emphasized that repairs could become necessary in the future should the foundation continue to settle, particularly in the areas outlined above. It is pointed out for your information that, due to the nature of the soils in this area, it is reasonable to expect that some movement of the foundation will happen in the future.

### FOUNDATION CONCLUSIONS: Recommend sewer leak test

It is recommended that a plumber be contacted to perform camera observation or leak testing on the underground sewer piping to determine if the underground piping is leaking. A leaking sewer pipe can contribute significantly to the

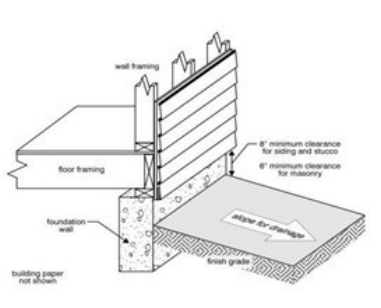
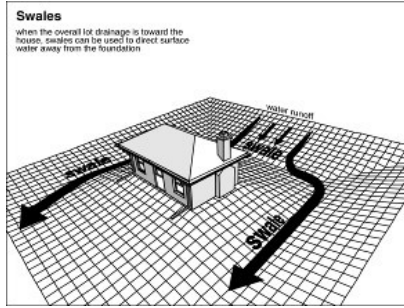
instability of the supporting soils by introducing excessive moisture into the soils, thus weakening them, resulting in foundation settlement.

**Obtain Cost Estimate**

**Perimeter Grading/Drainage: FLOOD PLAIN**

**100 Year Floor Plain**

This inspection does not include determining if the property is in the 100 year flood plain. For further information regarding the elevation of this lot, check with your survey and/or a land surveyor.



**Recommendations/repair**

4.4.1 Other Observations

**TREES AND/OR FOLIAGE**

Trees and/or foliage were observed in the vicinity of the house which can contribute significantly to differential movement of the house foundation. Care should be taken to prevent the trees and foliage from removing an excessive amount of water from near the foundation of the house.

Recommendation

Contact a qualified professional.



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#### 4.4.2 Other Observations

### **FOUNDATION - HONEYCOMBED**

#### SOUTH

The foundation concrete was observed to be honeycombed due to poor original construction workmanship. The honeycombed area should be grouted to present a smooth surface finish.

#### **Obtain Cost Estimate**

#### Recommendation

Contact a qualified professional.



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#### 4.7.1 Perimeter Grading/Drainage

### **HIGH GRADING/FLOWER BED**

#### GARAGE

The perimeter grading and/or flower beds was too high at some areas, and was graded near or above the top of the foundation. It is recommended that the beds/soil be regraded as needed to prevent water penetration into the house, and to allow for proper drainage.

#### **R401.3**

#### **Obtain Cost Estimate**

#### Recommendation

Contact a qualified landscaping contractor

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#### 4.7.2 Perimeter Grading/Drainage

### **GRADING FLAT, FURTHER INVESTIGATION RECOMMENDED**

The grade was essentially flat, and it appears that water may pool at some areas after a rain. Further investigation with the homeowner is recommended to determine if water pools for a significant time after a rain. If so, an underground drainage system may need to be installed, and you should contact a company specializing in underground drainage system for a cost estimate.

#### **R401.3**

#### **Obtain Cost Estimate**

#### Recommendation

Contact a qualified professional.

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## 4.7.3 Perimeter Grading/Drainage

**GROUND SUNKEN AT REPAIR PIERS**

## FRONT

The ground was observed to be sunken in at one or more locations where the repair piers were installed. This indicates that they did not backfill the piers properly and additional soil needs to be installed.

**Obtain Cost Estimate**

## Recommendation

Contact a qualified professional.



## 5: ROOF

### Information

#### Roof Descriptions: ROOF OBSERVATIONS AND CONCLUSIONS

*The following items were inspected, with our Observations and Conclusions noted.*

#### Roof Descriptions: Composition Shingles

The pitched roof surface was constructed of composition shingles. The life expectancy of a composition shingle roof has been observed to vary from 15 to 20 years, with most requiring replacement at about 17-20 years.



#### Age of Roof: 9-11

The age of the roof was unknown at the time of the inspection, but the roof appeared to the inspector to be approximately 9-11 years.

#### Roof viewed from: Surface

The roof was viewed from the surface of the roof at the time of the inspection.

#### Ventilation

Continuous Ridge Vent, Screened Soffit Vents, Gable Vent(s)

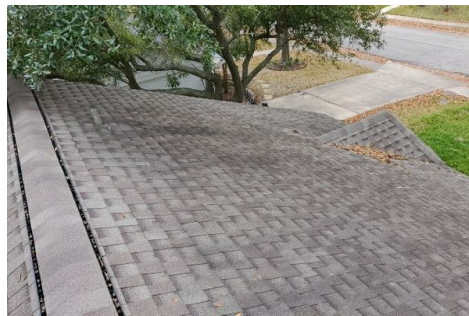
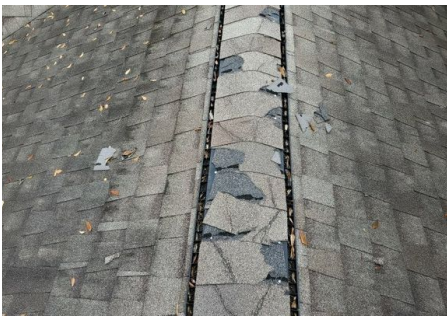
The ventilation for the attic space was observed to include the following vents listed above.



**Wear and Deterioration: Composition - Some**

Discolored, Brittle, Nail Heads not Sealed, Deteriorated Ridge Shingles

The composition roof surface was showing evidences of some deterioration of the roof surface as described above and shown below.



**ROOF CONCLUSION: Serviceable Condition - Some Repairs needed**

The roof is in generally serviceable condition at this time with some repairs needed for the item(s) shown below under Recommendations/Repair. Have a roofing contractor provide a cost estimate to make all necessary repairs to bring the roof into a completely serviceable condition.

**Obtain Cost Estimate**

**Recommendations/repair**

5.4.1 Roof Details

**ROOF: MISCELLANEOUS**

Debris on Roof

We observed some miscellaneous items related to the surface of the roof, including the items listed above. Have a roofing contractor provide a cost estimate to make any needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



5.4.2 Roof Details

**FLASHING/COUNTER FLASHING**

Rusted Flashing

We observed one or more conditions with the roof flashing as pointed out above. Have a roofing contractor provide a cost estimate to make all needed repairs

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

5.4.3 Roof Details

**PVC VENT PIPES**

Vent pipe does not extend a minimum of 6 inches above roof

We observed PVC plumbing vent pipes at the roof surface that were in need of some repairs as described above. Have a service company provide a cost estimate to make all needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



5.4.4 Roof Details

**ROOF JACKS**

Lead - Squirrel Damage (Slight), Lead - Squirrel Damage

The roof jacks at the plumbing vent pipes were observed to have the conditions as described above. Further investigation with a roofing contractor is recommended to make all needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



5.5.1 Roof Leaks

**ATTIC ROOF DECKING AND/OR FRAMING MEMBERS**

CHIMNEY

After observing the interior of the structure, evidences of roof leaks were visible in the attic, where the roof decking and/or roof framing members were water stained. It is recommended that a roofing contractor be contacted to find the source of the leaks, and to make any needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.





## 6: STRUCTURAL FRAMING

### Information

#### Framing Description: OBSERVATIONS AND CONCLUSIONS

*The following items were inspected, with our Observations and Conclusions noted.*

#### Framing Description: One story house wood frame

The house was observed to be a one story wood frame structure that includes the standard major framing components, including wall framing and ceiling joists, and roof framing.



#### Attic Framing: Viewed from attic access walkway

The attic space was viewed only from the areas determined by the inspector to be safely accessible from the access walkway.

#### Attic Framing: Roof Framing Less than Current Standards

The roof framing in the attic was observed to be less than the current construction standards for roof framing. Typical differences between older structures and current code requirements can include purlins that are not the same size as the rafters; the vertical bracing for the purlins being spaced more than four feet apart; ridge beams not sized large enough for the miter cuts on the rafters, etc. However, the framing was adequate when the house/garage was constructed, and has performed satisfactorily these many years. Houses/garages that are built to previous code requirements are grandfathered, and are not required by the building code to be updated every time the code is revised.

#### Wood Destroying Insect Damage: Garage - Minor

Damage was observed on some of the visible framing members in the garage, apparently due to wood destroying insects. The degree of the damage was minor and only affected the surface of the studs. The structural integrity of the studs has not been affected by the slight damage, and no repairs are recommended. It is recommended that an inspection for wood destroying insects be performed by a licensed pest control operator.



## Recommendations/repair

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### 6.2.1 Attic Framing

#### **REPAIR - FIRESTOP MISSING BETWEEN GARAGE AND HOUSE**

No firestop has been provided in the breezeway to prevent a fire from spreading between the house and garage.

#### **Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

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6.4.1 Rafters

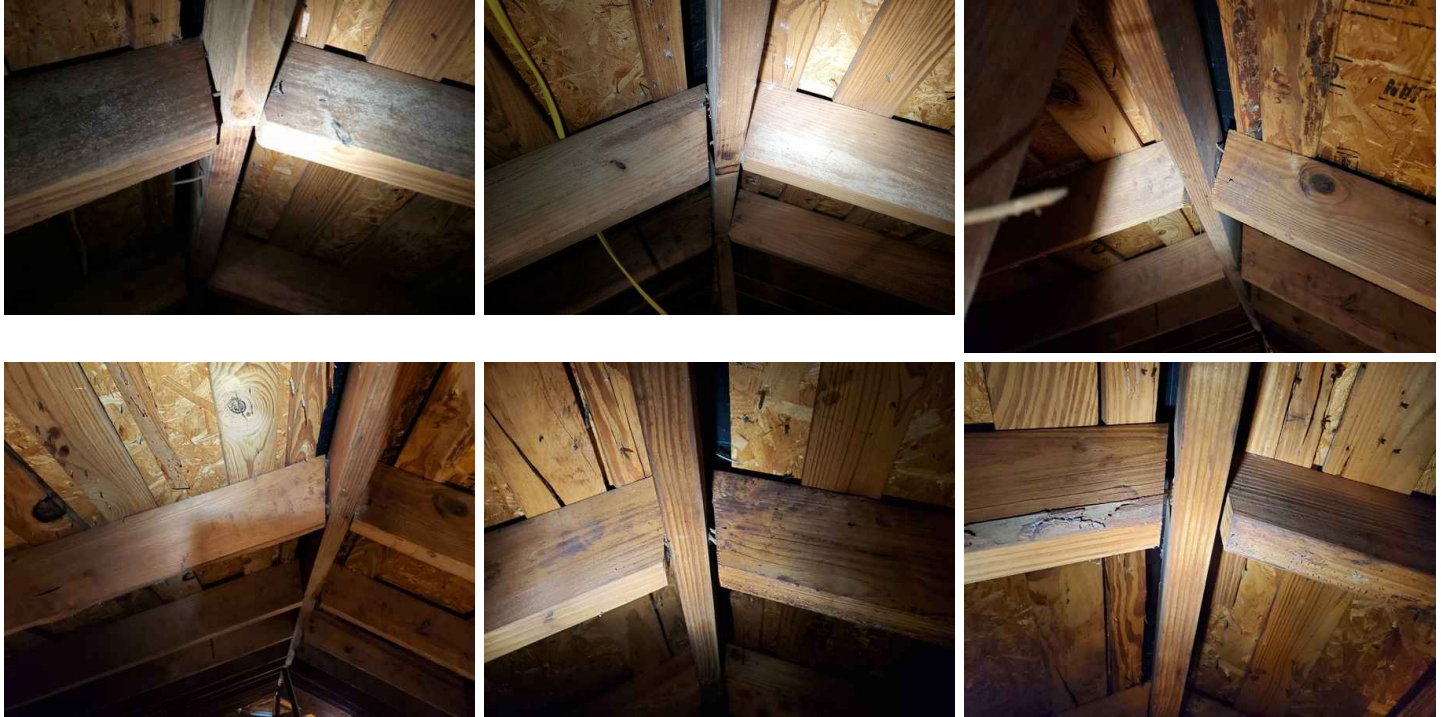
**REPAIR - RAFTER NOT FLUSH ON RIDGE BEAM**

We observed rafters that were separated at the top of the rafter, where the rafter meets the top ridge beam. Rafters should be flush against the ridge beam, and it is recommended that 3 foot make-up pieces be "sistered" onto the rafters, so that the make-up pieces are flush against the ridge. This will allow the rafters to bear against the ridge beam for the entire length of the miter cut on the rafter.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



6.7.1 Collar Ties

**REPAIR - CRACKED**

GARAGE

One of the collar ties between the roof rafters was cracked and is in need of repair.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



## 6.8.1 Ridge Beam

**REPAIRS - SPLICED, NOT BRACED**

The ridge beam was spliced, but the joint was not supported by a vertical brace to a load bearing member.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



## 6.15.1 Wall Framing

**WOOD ROT ON STUD**

GARAGE

We observed wood rot on one or more studs, and the studs need to be repaired.

**Contact Builder**

Recommendation

Contact a qualified professional.

## 6.15.2 Wall Framing

**BOTTOM PLATE ROTTED**

The bottom plate in the garage was partially rotted and the damaged portion is in need of replacement.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



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### 6.19.1 STRUCTURAL FRAMING CONCLUSION

#### **REPAIRS NEEDED**

The primary load carrying members of the structural framing that were accessible and viewed at the time of the inspection were generally functional with the exception of the item(s) listed above as in need of repair. Have a contractor confirm the scope of repairs needed, along with a cost estimate for all repairs.

#### **Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

# 7: WATER PENETRATION

## Information

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### **Water Penetration: OBSERVATIONS AND CONCLUSIONS**

*The following items were inspected, with our Observations and Conclusions noted.*

### **Water Penetration: Moisture Meter - No High Readings**

We checked around window and door openings and other locations with a moisture meter, and found no evidence of elevated moisture at the time of the inspection.

## Recommendations/repair

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7.1.1 Water Penetration

**VULNERABILITY TO WATER PENETRATION**

Light Fixtures, Hose Bibb, Electrical Disconnect

A substantial vulnerability to water penetration was observed at penetrations/openings through the exterior building envelope, and it is recommended that all penetrations/openings be sealed against water penetration. Typical examples on a structure may include light fixtures, air conditioning refrigerant lines, water piping, gas piping, vent caps, windows, doors, expansion joints, etc. Below is a representative sample of locations and/or photographs showing some, but not necessarily all, locations where there is a vulnerability to water penetration. Have a contractor provide a cost estimate to seal all vulnerable areas on the exterior building envelope against water penetration and/or open up any clogged weepholes in the veneer.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



## 8: FIREPLACE/CHIMNEY

### Information

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#### FIREPLACE OBSERVATIONS AND CONCLUSIONS

*The following items were inspected, with our Observations and Conclusions noted.*

##### Masonry fireplace: Location

Family Room



##### Masonry fireplace: Description-Masonry Fireplace

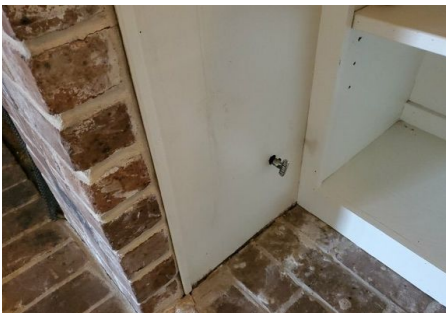
A gas log lighter was present and was functioning properly.

The fireplace was a masonry fireplace that vented up a chimney through the roof.

##### Masonry fireplace: Burner control

Manual gas shut-off valve

The gas to ignite the burner in the fireplace was controlled as shown above.



##### Masonry fireplace: Chimney flue not visible for entire flue

It should be noted that the inside of the chimney flue is not visible due to the construction of the chimney, and was not inspected. The chimney flue extends from just above the fireplace opening inside the house to the top of the chimney. If this a concern to you, we recommend that a fireplace service company be contacted.

**Obtain Cost Estimate**

##### Masonry fireplace: Damper Functional

The damper was operationally checked at the time of the inspection, and opened and closed properly, with no repairs needed to the operation of the damper.

### Recommendations/repair

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8.2.1 Masonry fireplace

**GROUT MISSING - FIREBOX**

Some of the grout was missing at the joint of the front wall of the firebox, which can be a fire hazard as it can allow the heat of the fire to enter the wall cavity, and it is recommended that the separation be properly filled with mortar.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



8.2.2 Masonry fireplace

**DAMPER - C CLAMP MISSING**

The fireplace was equipped with a ceramic gas log. The smoke chamber and flue pipe were free from built-up soot, the damper was operational, and the firebox was properly sealed. While the draw of the chimney was not able to be checked, no evidences of poor draw were visible, and no repairs were needed to the fireplace. It is pointed out that the damper was not equipped with a spacer device to prevent the damper from closing completely. This device keeps the damper open slightly, even when it is in the closed position, to prevent combustion gases from building up in the living space should the gas log be operated when the damper is closed. It is recommended that the clamp be installed for safety purposes.

**Obtain Cost Estimate**



HEI file photo showing c-clamp in masonry fireplace



HEI file photo showing c-clamp in metal fireplace

Recommendation

Contact a qualified professional.

8.2.3 Masonry fireplace

**WEATHER CAP - MISSING**

The top of the chimney flue did not have a spark arrester/weather cap installed in the flue to prevent water penetration down the chimney and bird entry into the chimney. Evidences of water penetration were visible at the firebox, where the firebrick was stained.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



## 8.2.4 Masonry fireplace

**MASONRY CAP - CRACKED**

The masonry cap around the top of the chimney was cracked/broken, and needs to be repaired to prevent water penetration.

**Obtain Cost Estimate**

## Recommendation

Contact a qualified professional.

## 9: ATTIC

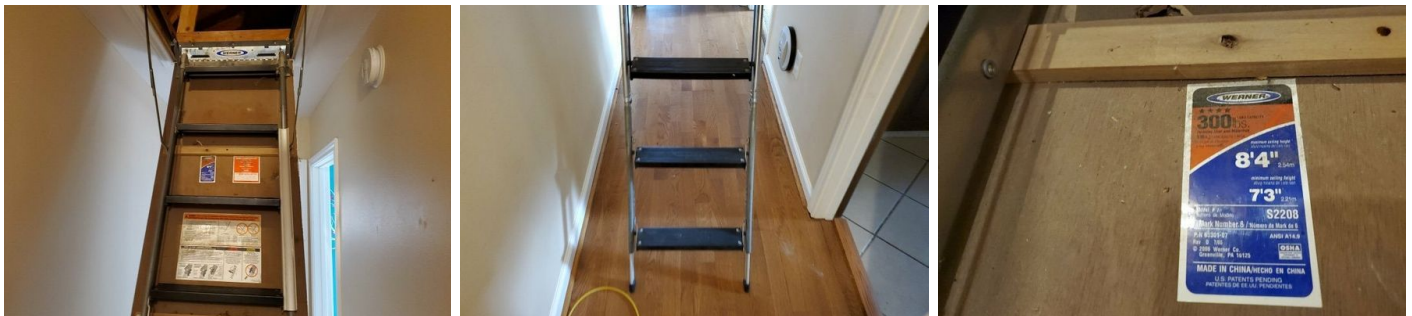
### Information

#### OBSERVATIONS AND CONCLUSIONS

*The following items were inspected, with our Observations and Conclusions noted.*

#### Ladder: Original ladder - 300 Lb. rating

The access ladder into the attic appeared to be the original installation ladder, and the ladder was labeled to indicate the rated capacity of the ladder is 300 pounds. The ladder does not meet current code requirements for ladders into attics. Consideration should be given to replacing the ladder with a ladder that meets current code requirements.



#### Viewed from attic decking

The attic was entered and was viewed from the access decking provided in the attic. It is pointed out that the inspector is not required to access areas of the attic without the safety of adequate walkway decking.

#### Service decking/platform decking: Adequate decking

The attic had adequate service decking to the equipment, with a walkway that was a minimum of 24 inches wide. In addition, the attic had adequate platform decking at the equipment, with a working platform that was a minimum of 30 inches wide.

#### Roof Decking - Description

OSB

The roof decking was observed from the attic space to be as described above.



#### Insulation: R30 Batt

The insulation in the attic was average by today's standards. The normal amount of insulation for attics in this area is an R38 energy rating. This attic had approximately 9-10 inches of fiberglass batt insulation in the ceiling, which was marked as being an R30. It is pointed out that the insulation requirements according to the latest standard for new houses in this area is an R38 energy rating.



## Limitations

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Attic Viewed From

### **ATTIC NOT ALL ACCESSIBLE**

The entire attic space was not accessible from the decking provided, and if remote areas were viewed at all, it would be from the safety of the access decking. Note that it is our policy to not walk off the access decking nor climb over equipment to walk cross floor framing members due to safety hazards and the potential for damaging equipment/ductwork. It is pointed out that there may be deficiencies in the attic that were not viewed at the time of the inspection due to a lack of access walkway decking.

## Recommendations/repair

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9.1.1 Ladder

### **LADDER ATTACHMENT IMPROPER**

Assembly is secured with screws instead of sixteen 16d nails

The stair assembly was not properly installed or secured to the framing members, and repair is needed for safety purposes. The condition(s) can be a safety hazard, and repair is needed, as an improperly installed stair assembly can possibly collapse.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

---

9.1.2 Ladder

### **WEATHERSTRIPPING MISSING AT ATTIC ACCESS DOOR**

The weatherstripping was missing around the access door. It is recommended that a foam rubber weatherstrip with a mastic backing be placed around the outer edge of the access door to prevent the energy loss from the conditioned air spaces.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

---

9.1.3 Ladder

**APPLIANCES IN ATTIC, NEED PULL DOWN LADDER**

The attic space contained one or more appliances that require access for servicing and/or replacement, and a pull down stairway should be provided that is rated at a minimum of 350-pound capacity.

**Obtain Cost Estimate**

**M1305.1.3 Appliances in attics**

Attics containing appliances requiring access shall be provided with a pull down stairway with a clear opening not less than 22 inches in width and a load capacity of not less than 350 pounds and a clear and unobstructed passageway large enough to allow removal of the largest appliance, but not less than 30 inches (762 mm) high and 22 inches (559 mm) wide and not more than 20 feet (6096 mm) in length when measured along the centerline of the passageway from the opening to the appliance. The passageway shall have continuous solid flooring in accordance with Chapter 5 not less than 24 inches (610 mm) wide.

A level service space at least 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present along all sides of the appliance where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), where such dimensions are large enough to allow removal of the largest appliance.

Recommendation

Contact a qualified professional.

9.3.1 Insulation

**THIN - 3-5 INCHES**

The insulation in the attic was thin at some areas by today's standards. This attic appeared to have approximately 3-5 inches of blown-in insulation in the ceiling. It is recommended that consideration be given to installing additional insulation. Current construction standards for new homes have insulation that is a minimum of an R-38 rating.

**Table 1102.1.1**

Recommendation

Contact a qualified professional.



9.6.1 Miscellaneous

**RODENTS, BIRDS, BEES, OR OTHER PESTS**

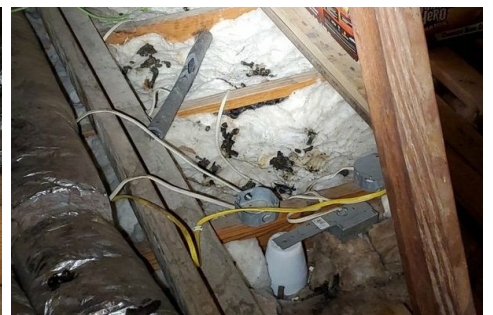
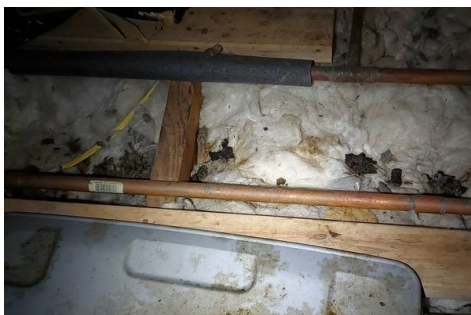
Rodent droppings, Discoloration of the insulation possibly from rodent urine

We observed evidence of rodent infestation in the attic. Although HEI disclaims inspections for rodents and other pests, it is recommended that further investigation be done to find the source of entry of the pests into the attic, and to make all needed repairs to remove the pests, clean and sanitize the attic from any fecal/urine material and nesting materials. It is recommended that you contact a pest control company concerning this condition.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



# 10: EXTERIOR CLADDING

## Information

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### Descriptions:

The materials, styles, and components present and observable at the time of the inspection are as follows:

### Cladding Material

Brick Veneer, Wood



## Recommendations/repair

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## 10.8.1 Wood Siding

**KNOT HOLES**

SOUTH

The wood siding had knot holes in the wood that can allow water to enter the living space. Have a contractor provide a cost estimate to make all needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



# 11: EXTERIOR ITEMS

## Information

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### OBSERVATIONS AND CONCLUSIONS

*The following items were inspected, with our Observations and Conclusions noted.*

#### Flatwork Concrete/Patios/Walkways: Flatwork Concrete OK

Driveway, Sidewalk

The flatwork concrete listed above was in generally good condition at the time of the inspection with no significant repairs needed. Note that there may be some small cracks in the concrete, but in the opinion of the inspector, the concrete is still functional.



#### Gates and Fences: Gates and Fences - Some Repairs

The gates and fences were in generally good condition at the time of the inspection with some repairs observed to be needed as shown below under Recommendations/Repairs.



## Recommendations/repair

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### 11.2.1 Gutters and Downspouts

#### **NONE**

No gutters have been installed on this house, and it is recommended that they be installed to help control differential foundation movement and prevent wood rot and water entry.

#### **Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



11.3.1 Gates and Fences

**ELECTRIC GATE NON-FUNCTIONAL**

The electric gate was non-functional at the time of the inspection. Have a service company find the source of the problem, and make any necessary repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



11.3.2 Gates and Fences

**WOOD FENCE**

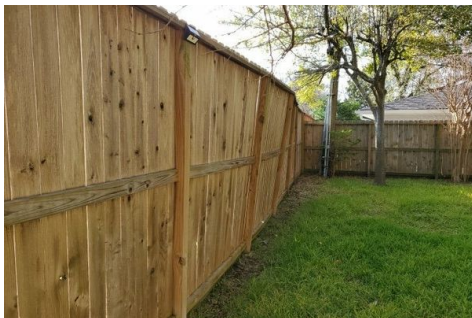
Leaning, Damaged

The wood fence was in need of some repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



11.4.1 Wood Rot

**WOOD ROT**

REAR

Door trim, Fascia, Siding

Wood rot was observed and needs to be replaced. Have a contractor provide a cost estimate to determine the entire scope of the wood rot, and provide a cost estimate to replace all rotted wood in the house.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



11.6.1 Garage

**FOUNDATION IRREPAIRABLE**

The concrete floor of the garage was badly cracked and has experienced significant foundation settlement. The degree of the cracking was such that the concrete floor is, in our opinion, essentially irreparable without removing the garage foundation and replacing it with a new concrete foundation. It is cautioned that, if the floor is not replaced, then movement of the walls and other structural framing members can occur if the damaged foundation moves. Further investigation with a contractor is recommended to obtain cost estimates for replacing the foundation, vs. tearing the garage down and replacing it.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



# 12: INTERIOR ITEMS

## Information

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### OBSERVATIONS AND CONCLUSIONS

*The following items were inspected, with our Observations and Conclusions noted.*

#### Doors: Most operating OK

No items requiring repair were observed concerning the operation of most of the doors, with exceptions listed below. The doors opened and closed properly, and the doors with locks were locking properly.

#### Doors: Keyed deadbolts

We observed exterior doors that were equipped with keyed deadbolts, rather than thumbed deadbolts. In case of emergency, you would have to find a key to unlock the door, which could be hazardous. It is recommended that the keyed deadbolts be replaced with thumbed deadbolts. It is pointed out for informational purposes that current code requirements prohibit the use of keyed deadbolts.

##### R311.4.4



#### Windows: Most operational

No items requiring repair were observed concerning the operation of most of the windows that were checked. Most of the windows that were accessible at the time of the inspection were opening and closing properly with exceptions listed below.

#### Smoke alarms: Installed at required locations

Smoke alarms were observed to be installed at all required locations in the house as set forth in the 2012 International Residential Code. The current code gives the Locations required, the Power Source, and the Interconnectivity requirements.

##### R314.3 Location.

Smoke alarms shall be installed in the following locations:

1. In each sleeping room.
2. Outside each separate sleeping area in the immediate vicinity of the bedrooms.
3. On each additional story of the dwelling, including basements and habitable attics but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

##### R314.4 Power source.

Smoke alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection.

##### R314.5 Interconnection.

Where more than one smoke alarm is required to be installed within an individual dwelling unit in accordance with Section R314.3, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.

#### Carbon monoxide detector: No repairs

We observed that the home was equipped with carbon monoxide detectors. The current requirements for carbon monoxide alarms in homes is listed in the 2012 International Residential Code.

**R315.1 Carbon monoxide alarms.**

For new construction, an approved carbon monoxide alarm shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages.

## Limitations

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Smoke alarms

### **SMOKE ALARMS NOT OPERATIONALLY CHECKED**

We could not determine if the smoke alarms are connected to a security alarm system as is common practice, therefore, to avoid possibly triggering a security alarm we did not operationally check each device, nor did we check the interconnectivity of the alarms. For safety purposes, it is recommended that smoke detectors and carbon monoxide detectors be replaced every ten years.

Carbon monoxide detector

### **NOT CHECKED**

Homes are required to be protected by carbon monoxide alarms as set forth in the 2012 International Residential Code. Note that checking alarm systems is beyond the scope of our inspection and is excluded from the inspection. For safety purposes, it is recommended that smoke detectors and carbon monoxide detectors be replaced every ten years.

## Recommendations/repair

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12.1.1 Doors

### **STICKING DOORS**

SOUTH WEST BEDROOM

Doors were observed that were sticking and are in need of adjustment. Contact a service company to make the needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

12.1.2 Doors

### **MISSING HARDWARE**

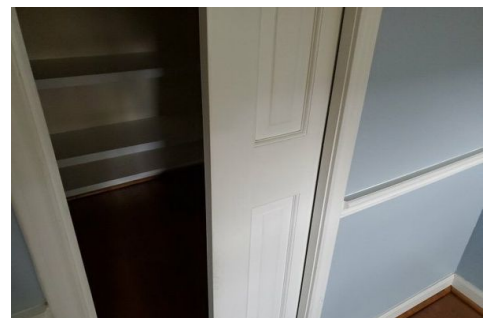
MASTER BEDROOM CLOSET

Doors had missing hardware that needs to be replaced. Have a service company provide a cost estimate.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



12.1.3 Doors

**"GHOST" DOORS**

STUDY CLOSET

We observed a "ghost" door that opens/closes by itself, and the door needs to be adjusted. Contact a service company to make the needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

12.2.1 Windows

**DOUBLE PANE WINDOW SEAL DAMAGED**

KITCHEN , SOUTH EAST BEDROOM

One or more double pane windows were observed where the seal has been compromised and allowed moisture between the two panes. It is pointed out that we were not able to view every window under differing lighting conditions at different times of the day, and we may not be able to see discoloration that may become visible under different lighting and/or weather conditions, other than at the locations listed below. Further investigation with a window specialist is recommended concerning the windows to determine the extent of the condition throughout the house, and to make all needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



12.2.2 Windows

**CRACKED/BROKEN**

SOUTH EAST BEDROOM

Cracked/broken windows were observed that need to be replaced.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



## 12.3.1 Floor coverings

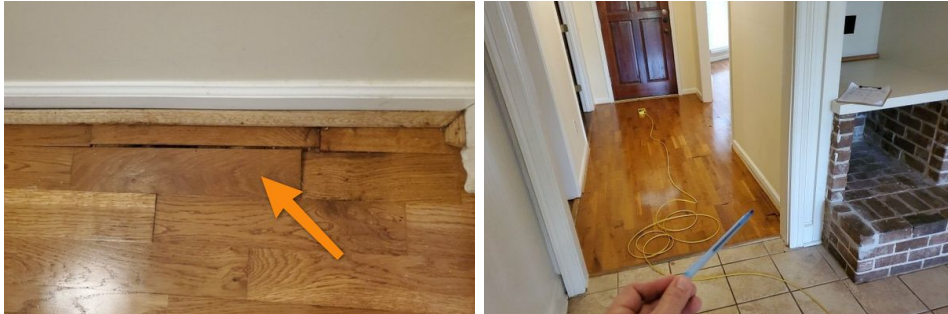
**WOOD FLOOR - SEPARATION BETWEEN BOARDS**

We observed separations between boards on the wood floor, and further investigation with a service company is recommended to obtain a cost estimate for repairs.

**Contact Builder**

## Recommendation

Contact a qualified professional.



## 12.8.1 Wood rot interior

**INTERIOR**

## REAR

## Door

Wood rot was observed and it is recommended that the damaged wood be replaced. It is pointed out that additional damage could be present under the rotted material that will not be visible until the outer rotted materials are removed. Have a service company determine the entire scope of wood rot throughout the house, and provide a cost estimate to replace all rotted wood, including at the above locations.

**Obtain Cost Estimate**

## Recommendation

Contact a qualified professional.



# 13: CLOSE

## Information

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### CLOSE

Opinions and comments stated in this report are based on the apparent performance of the items included within the scope of the inspection, at the time of the inspection. Performance standards are based on the knowledge gained through the experience and professional studies of the inspector. There is no warranty or guarantee, either expressed or implied, regarding the habitability, future performance, life, merchantability, and/or need for repair of any item inspected. It is suggested that it would be a prudent thing to purchase a Home Warranty Policy to protect the appliances and equipment against unforeseen breakdowns during the first year and for preexisting conditions. It is recommended that you research the various options available and protect yourself with a policy. Check with your agent for details and please read our comments concerning Home Warranty policies on page 2 of this report.

Items identified as being deficient and in need of repair along with our Recommendations are provided in the above report. Many, but not all, recommendations are highlighted in bold red text. It is our intention, and your responsibility, that you follow up on these deficiencies and recommendations as part of your due diligence by contacting the appropriate service contractor for **Further Investigation** and to **Obtain a cost estimate**. It is pointed out that other related and/or underlying conditions may be present, and which may not be apparent without further investigation.

We also recommend that you review the Service Agreement at the end of this report regarding any complaint concerning the inspection services provided pursuant to the service agreement, As agreed to, Client must notify HEI in writing of such complaint within ten (10) business days of the date of Client's actual discovery and thereafter allow a prompt reinspection of the item relating to the claimed condition. Client further agrees that client and he/she/it's agents, employees or independent contractors **will make no alterations, repairs or replacements to the item complained about prior to a reinspection by HEI as agreed above.**

As an additional service, we recommend using a new tool we have on our website that can quickly turn your inspection report into an easy-to-read estimate of repairs for a nominal fee. These pricing reports from a third party company called **RepairPricer** not only make the inspection report easy to understand in terms of dollars and cents, but they are also useful negotiation tools. Just visit the page below on our website and upload your report into **RepairPricer**. If you have any questions when you receive your report, you can contact them at [info@repairpricer.com](mailto:info@repairpricer.com)

<http://www.heddermanengineering.com/repair-cost-estimates>

Thank you again for asking HEDDERMAN ENGINEERING, INC. to perform this inspection for you. If you have any questions after reviewing this report, please feel free to call the office. It is emphasized that the executed Service Agreement contract, which has been included at the end of this report, contains a provision under "Dispute Resolution" for you to contact HEI to resolve any disputes.

At your service,

Tim Hedderman

Registered Professional Engineer #51501

Texas Firm Number: 7942





# 14: RECEIPT PAGE

## Information

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**HEDDERMAN ENGINEERING, INC.**

www.heddermanengineering.com Office 281-355-9911 Fax 281-355-9903 office@heddermanengineering.com

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12/29/2020

TO: Steve Gordon & Cynthia Mattice

REF: Inspection of the property at 907 Blue Willow Dr, Houston TX 77042.

Total cost of inspection: \$625.00

Total Paid: \$625.00

Total Due: - 0 -

# 15: SERVICE AGREEMENT

## Information

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**For your records, following is the Service Agreement that you executed for this inspection.**

### **HEDDERMAN ENGINEERING, INC.**

Office: 281-355-9911 Fax: 281-355-9903

[office@heddermanengineering.com](mailto:office@heddermanengineering.com) [www.heddermanengineering.com](http://www.heddermanengineering.com)

### **Real Estate Inspection Service Agreement**

**NOTICE: THIS AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY**

**NAME OF CLIENT(S): Steve Gordon & Cynthia Mattice**

**DATE OF INSPECTION: 12/29/2020**

**PROPERTY ADDRESS: 907 Blue Willow Dr, Houston TX 77042**

#### Purpose of inspection

The purpose of the inspection is to view selected accessible components and/or systems, and to inform you, our client, of our observations and professional opinions from a NON-INVASIVE VISUAL SURVEY on whether or not those selected components and/or systems appear to be functioning on the day of the inspection, or appear to be in need of repair. Although this report may include observations of some building code violations, total compliance with structural, mechanical, plumbing, electrical codes, specifications, and/or legal requirements is specifically excluded. HEI does not perform Code inspections. Since building codes change every few years, our inspections are not done with the intention of bringing every item in the house into compliance with current code requirements. Rather, the standard of our inspections is a **PERFORMANCE STANDARD** to determine if the items inspected in the opinion of HEI appear to be functioning at the time of the inspection, or appear to be in need of repair. It is pointed out that other engineers/inspectors may have different opinions to those given in this report. It is also not our purpose to verify the adequacy and/or design of any component of the house.

It is also not within the purpose and/or scope of this report to determine the insurability, habitability, merchantability, future performance, suitability of use, economic life span, or deferred maintenance issues, and/or issues unnamed in this report. This report is not an insurance policy, neither is it an express or implied warranty or guarantee as to future life and/or continued performance of the items inspected. Our inspection and report are intended to express HEI's perceived impression of the apparent performance of the inspected components and systems viewed on the date of the inspection. HEI's intent is to reduce your risk associated with this transaction, however we cannot eliminate all risk, nor assume your risk. Any items pointed out as in need of repair or further investigation should be evaluated by a qualified repair specialist or service company who should provide estimated repair costs **PRIOR TO CLOSING ON THE PROPERTY**. By accepting this agreement, the Client understands that the services provided by HEI are the types of services described in the Professional Services Exemption of the Texas Deceptive Trade Practices-Consumer Protection Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.

It is recommended that you obtain as much history as is available concerning this property. This historical information may include copies of any seller's disclosures, previous inspection or engineering reports, building drawings and/or specifications, bids to perform repair work on the property, receipts from repair work that has been performed, reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should attempt to determine whether repairs, renovations, remodeling, additions or other such activities have taken place at this property.

Scope of inspection

The scope of the inspection includes limited, visual observations at the interior and exterior of the structure, the attic (if applicable) as viewed only from the areas determined by the inspector to be safely accessible, the underside of the house (if applicable) as viewed only from the crawlspace areas determined by the inspector to be safely accessible, and the roof as viewed from the ground and/or only from the locations on the roof **if the roof is determined by the inspector to be safely accessible**. Only those items **readily** accessible and visible at the time of the inspection will be viewed and included in this report. Any items causing visual obstruction, including, but not limited to, furniture, furnishings, floor or wall coverings, registers and grills on HVAC ductwork,, foliage, soil, appliances, stored items, insulation, etc., will not be moved or removed. Only those electrical outlets that are readily accessible will be operationally checked. Disassembly or removal of any portion of the structure, mechanical equipment, plumbing equipment, or electrical equipment is beyond the scope of this inspection.

The components of the property included, if applicable, in the scope of the inspection:

Structural:

Foundation, elevation survey including sketch of house and level readings, primary load-carrying framing members, roof surface, water penetration, grading and drainage, fireplace/chimney, and miscellaneous items related to the house.

Mechanical:

Air conditioning and heating systems, water heater, built-in appliances, and garage door opener.

Plumbing:

Water and gas supply lines that are visible, sinks, toilets, tubs, showers, visible drain lines, and vents.

Electrical:

Service entrance conductors, electric meter, distribution panel, visible wiring, light fixtures, switches, and accessible receptacle outlets.

Lawn Sprinkler:

Control panel, solenoid valves, backflow prevention device, visible piping, and sprayer heads.

Pool:

Basin, deck, waterline tiles, pumps, filters, piping, heater, timer, and electrical.

The following items, even if present in the subject property, are not inspected and do not constitute any part of the inspection services to be performed hereunder unless a specific notation is made on this report stating its condition:

Tainted and Corrosive drywall (Chinese Drywall), Clock Timers, Landscape Lighting, Sump Pumps, Wood Destroying Insects/Pests, Antennas, Environmental Hazards, Laundry Equipment, Water Filters, Geological faults/subsidence, Automatic Oven Cleaners, Fire Sprinklers System, Mold/Microbial, Water Wells, Mosquito Misting Systems, Buried/Concealed Plumbing, Fire/Smoke Alarm Systems, Septic Systems, Indoor Air Quality, Asbestos, Low Voltage and data Systems, Lights on Photo-cell/timers, Carbon Monoxide Alarms, and Water Softeners/Water Treatment systems/Reverse Osmosis systems with all related piping.

Reinspections:

HEI typically does not perform reinspections on the property. However, if we agree to return to the property, it is with the understanding that we are not certifying the adequacy of any repair work that has been done, and there will be an additional fee charged. This is also true for conditions that are beyond the control of the inspector and hinder the inspector during the inspection, such as inclement weather, lack of adequate access to attics, crawlspaces, or other areas, utilities that are off, non-functional equipment, etc. If a return trip to the house is requested to finish items that were not able to completed at the time of the originally scheduled inspection, then an additional fee will be charged.

Limitations of Inspection

A visual inspection method will generally produce a competent first impression assessment of the apparent performance of the structural, mechanical, plumbing, and electrical components, provided repairs have not been performed which would cover distress patterns normally produced by problems. Because the inspection procedure is visual only, and is not intended to be diagnostic and/or technically exhaustive, an inherent residual risk remains that undiscovered problems exist and/or future problems will develop.

This report is provided solely for the use of the person to whom this report is addressed, and is in no way intended or authorized to be used by a third party, who may have different requirements, and to whom we have not contracted with to perform an inspection. If a third party chooses to use this inspection report, they do so without HEI's permission or authorization, and they do so at their own risk.

Dispute Resolution

In the event of a complaint concerning the inspection services provided pursuant to this agreement, Client must notify HEI in writing of such complaint within ten (10) business days of the date of Client's actual discovery and thereafter allow a prompt re-inspection of the item relating to the claimed condition. Client further agrees that client and he/she/it's agents, employees or independent contractors **will make no alterations, repairs or replacements to the item complained about prior to a reinspection by HEI as agreed above**. You agree that failure to comply with

this procedure shall result in your express release of all claims Client may have against HEI, known and unknown, related to the item complained about and any related alleged act or omission by HEI.

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**LIMITATION OF LIABILITY: In any event the inspector fails to fulfill the obligations under this agreement, CLIENTS EXCLUSIVE REMEDY AT LAW OR IN EQUITY AGAINST INSPECTOR IS LIMITED TO A MAXIMUM RECOVERY OF DAMAGES EQUAL TO THE INSPECTION FEE PAID HEREIN. CLIENT VOLUNTARILY AGREES TO WAIVE THEIR RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. BUSINESS & COMMERCE CODE. This limitation of liability applies to anyone, including client, who is damaged or has to pay expenses of any kind, including attorney fees and costs. Client assumes the risk of losses greater than the refund of the fee paid herein. Client acknowledges that this limitation of liability is reasonable in view of the relatively small fee that inspector charges for making the inspections when compared with the potential of exposure that inspector might otherwise incur in the absence of such limitation of liability, and that a much higher fee would be charged if the inspector were subject to greater liability.**

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#### Statute of Limitations

The parties agree that no claim, demand, or action, whether sounding in contract or in tort, may be brought to recover damages against HEI, or its officers, agents, or employees MORE THAN TWO YEARS AND ONE DAY AFTER THE DATE OF THE INSPECTION OR THE DATE ANY PURPORTED CAUSE OF ACTION ARISING OUT OF THE INSPECTION ACCRUES. TIME IS EXPRESSLY OF THE ESSENCE HEREIN. Client understands that this time period may be shorter than otherwise provided by law.

#### Acceptance of Report

By signing I confirm that I have read, understood, and agree to the above pre-inspection service agreement, and that I agree to be bound by these terms and conditions. In the absence of Client signing this service agreement prior to or at the time of the inspection, then acceptance of the report and/or payment for the inspection shall constitute agreement with all of the terms of this agreement. The report to be prepared by HEI shall be considered the final and exclusive findings of HEI regarding the inspection of the property which is the subject of this agreement. Client shall not rely on any oral statements made by HEI or its representatives prior to issuance of the printed report.

**NOTE: IF THE INSPECTION IS CANCELLED LESS THAN ONE FULL BUSINESS DAY BEFORE THE SCHEDULED TIME, INCLUDING SATURDAYS, SUNDAYS, AND/OR HOLIDAYS, THE CLIENT WILL BE CHARGED ½ OF THE ORIGINAL INSPECTION FEE AND AGREES TO PAY SUCH PENALTY FEE. IF THE INSPECTION IS CANCELLED LESS THAN ONE HOUR BEFORE THE SCHEDULED TIME OF THE INSPECTION, THE CLIENT WILL BE CHARGED THE FULL INSPECTION FEE.**



**I HAVE READ AND ACCEPT THIS AGREEMENT**