



HEDDERMAN ENGINEERING, INC.

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

October 31, 2018

TO: David and Beverly Walsh

REF: CONDITION OF PROPERTY SURVEY

Dear Mr. and Mrs. Walsh:

At your request, a visual survey of the house located at 614 Asbury, Unit B, Houston, Texas, was made by Mr. Dennis Polk and Mr. Scott Gillis.

Transmitted herewith are the structural and mechanical inspection reports stating our professional opinions on whether the items of construction included in the survey are performing their intended function 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



614 Asbury, Unit B

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.
- Sprinkler: Control panel, solenoid valves, backflow prevention device(s), piping, and sprayer heads.

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 leak, 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, 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.

DESCRIPTION OF HOUSE

The house was a three story wood frame dwelling with stucco veneer and wood siding, a composition shingle roof, and was supported on a monolithic slab on grade concrete foundation. The house had a two car attached garage. The house was occupied at the time of the inspection, and the house, according to HAR, was built in 2010.

FOR THE PURPOSES OF THIS INSPECTION, NORTH WILL BE ASSUMED TO BE FROM THE RIGHT SIDE OF THE HOUSE TOWARDS THE LEFT, WHEN FACING THE HOUSE FROM THE FRONT.

STRUCTURAL

FOUNDATION

Description

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

Levelness

The floors were checked with an electronic level and were observed to be sloping generally southeast. The difference in elevation between the high point and low point was 0.5 inch. The high point was located at the den, and the low point was located at the southeast section of the house and at the downstairs bathroom. The unlevelness takes place over a horizontal distance of approximately 20-25 feet.

Note also that elevation readings taken at the garage area are relatively large numbers relative to the reference point due to the step down into the garage area.

See our field sketch showing the elevation readings at the end of this report.

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.

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.

Veneer Cracks

Cracks in the exterior veneer that appeared to be related to foundation movement were minimal in number and degree.

Sheetrock Cracks

Sheetrock cracks that appeared to be related to foundation movement were minimal in number and degree.

Concrete Cracks

Cracking of the foundation concrete exists in virtually all foundations. Although no cracks were observed in this foundation, it is probably not an exception. It is pointed out that cracking is a normal property of concrete and other brittle materials, and Hedderman Engineering, Inc. assumes no responsibility should cracks be found that are not mentioned in this report.

Separations of Materials

* Some separations and differential movement of materials due to differential foundation movement were observed, including the following:

- “Ghost” doors, where the door swings shut by itself were observed at the downstairs bathroom and third floor bathroom.
- The floor tile was cracked at the foyer, den, downstairs bathroom, and third floor bathroom.

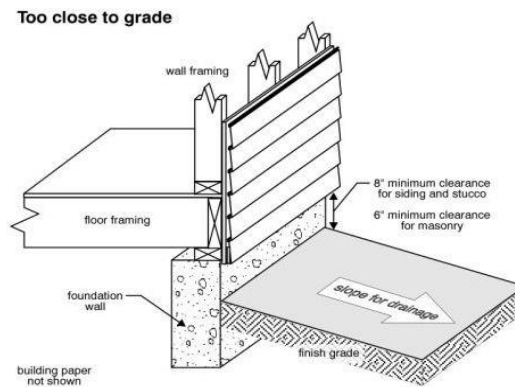
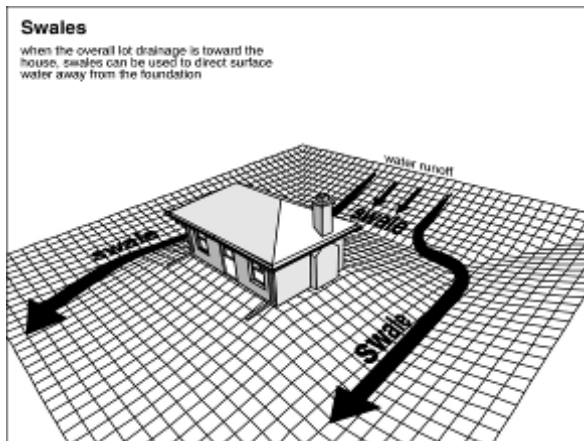


FOUNDATION CONCLUSIONS

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 evidences of movement observed do not indicate excessive or unusual foundation settlement. The overall degree of the foundation movement for this structure is within an acceptable amount for a house of this age and type construction. The foundation is, at this time, performing its function, and is not in need of releveling. 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.

Perimeter Grading/Drainage

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.



The perimeter drainage around the property appeared to generally be adequate. It was not raining at the time of the inspection and, therefore, it could not be determined with certainty if water would pool at any localized low areas around the property. Further investigation with the homeowner is recommended to determine if there are any drainage problems or standing water after a rain.

R401.3

ROOF

Life expectancy

The 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. We estimate that the age of the roof is approximately eight years, which coincides with the age of the house.

The roof surface above the living room and rear balcony was constructed of a standing seam metal roof. The life expectancy of the roof is considered to be the life of the structure. We estimate that the age of the roof is approximately eight years.



Due to the height of the roof, the roof was not viewed from its surface due to safety concerns but was viewed from the ground and by drone.

Observations

After observing the interior of the structure, evidences of roof leaks were visible in the attic, where the roof decking was rotted and active dripping was observed at the time of inspection. 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

Locations included: Water heater vent pipe



Rotted roof decking at the water heater vent pipe



Active dripping at the roof jack/Standing water in the water heater pan



A repair attempt was made at the water heater vent pipe previously. However, the vent pipe was actively leaking at the time of inspection.

The composition roof surface was starting to show some evidences of deterioration, including shingles that were brittle and discolored.

The roof decking was observed to be a radiant barrier decking that has aluminum foil on the underside, which helps to prevent radiated heat from entering the attic. This will, in turn, keep the attic cooler.

It was observed that spacer clips were installed at the joints between the roof decking to allow for expansion of the roof deck.



Roof Conclusions

The roof is in generally serviceable condition at this time with some repairs needed for the above item(s). 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

STRUCTURAL FRAMING

Description

The house was observed to be a three story wood frame structure that includes standard major framing components, including wall studs, ceiling joists, upstairs floor joists, and roof rafters with purlins and strut supports.



No deficiencies were observed in the primary load carrying members of the structural framing that were accessible and viewed at the time of the inspection, including the roof framing, load bearing walls, ceilings, and floors.

Observations

Wind uplift or hurricane clips and/or straps were observed to be installed over the ridge beam to rafters on both sides of the ridge beam. This provides a stronger structure and will be more resistant to wind uplift from hurricane and tornadoes. Due to the insulation installed at the eaves of the attic, we were not able to view the metal clips attaching the rafters to the top of the wall framing.



The attic space was viewed from the access walkway.

Framing Conclusions

No deficiencies were observed in the primary load carrying members of the structural framing that were accessible and viewed at the time of the inspection, including the roof framing, load bearing walls, ceilings, and floors.

WATER PENETRATION

Our moisture meter showed a higher than normal reading.

Obtain Cost Estimate

Locations included: breakfast room center window



The source of the water penetration could not be determined with certainty but appears to be a lack of proper sealing around the window(s). It is recommended that the cause of the water penetration be determined, and the necessary repairs made to stop the water penetration and repair any secondary damages.

Obtain Cost Estimate

FIREPLACE/CHIMNEY

Description

The fireplace was a prefabricated metal fireplace with a ceramic gas log that vented by a direct vent to the exterior balcony area. The burner was controlled by a switch on the wall near the fireplace and was functional at the time of the inspection.



ATTIC

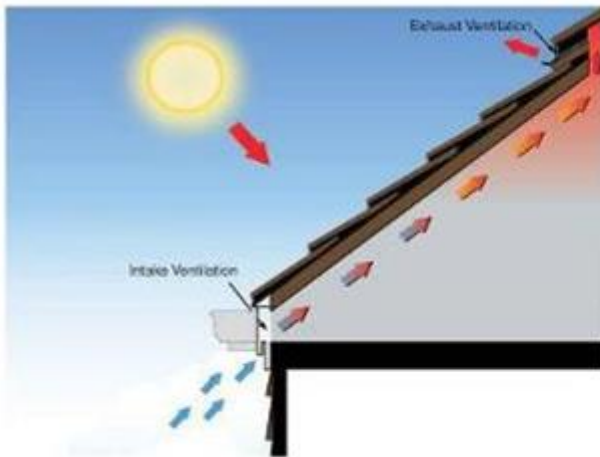
The attic was entered and was viewed from the access decking provided in the attic.

Due to limited clearance some areas of the attic were not accessible and were not viewed.

The access ladder was observed to be rated at 350 pound capacity, and the assembly was listed as having been treated with a fire retardant.

Some of the ladder hardware was loose and needs to be secured for safety purposes.

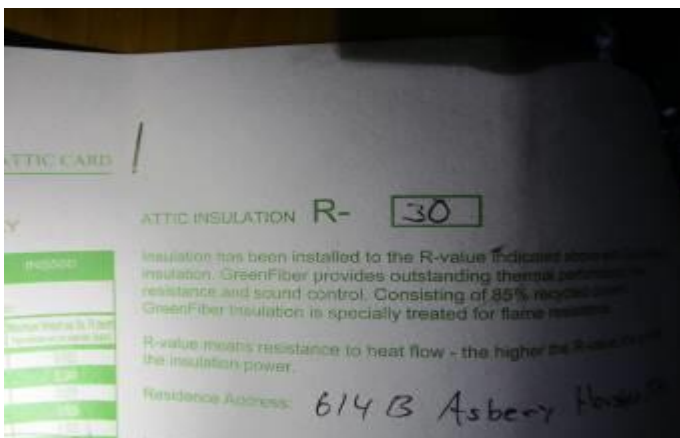
Obtain Cost Estimate



Clip art showing eaves and fascia ventilation

The ventilation for the attic included continuous ridge vents and continuous soffit vents.

The insulation in the attic was average by today's standards. The normal amount of insulation for attics in this area is an R30 energy rating. The company who installed the insulation left a tag in the attic stating that the insulation was an R30 rating.



The insulation was covering the recessed lights. We saw no evidence on the outside of the recessed cans to indicate that the cans were rated as “IC”, which is the manufacturer designation for “Insulation Contact”. However, **NEWER** recessed cans are typically rated as IC by the manufacturer and further investigation is recommended to verify this detail, including dismantling the trim kit in the ceiling below if necessary. If the recessed cans are NOT “IC” rated, then the insulation needs to be pulled back, and a three inch air space provided around the lights to prevent overheating and a possible fire hazard.

BUILDING ENVELOPE

Hardcoat Stucco Veneer

The stucco system was inspected per the clients request by a stucco specialist from Hedderman Stucco at the time of our general home inspection. It is pointed out that our observations regarding the stucco system and related accessories are included in our separate stucco report. It is recommended that you refer to the Hedderman Stucco inspection report for conditions and/or problems concerning the stucco veneer, the substrate behind the stucco, moisture levels, sealant details, and flashing details. Further investigation is recommended with your stucco specialist to determine the condition of the stucco and if any repairs are needed. If so, you should obtain a cost estimate for all needed repairs.

Wood Siding

The wood siding was in good condition at the time of inspection.

INTERIOR ITEMS

Doors

We observed a “ghost” door that opens/closes by itself, and the door needs to be adjusted.

Obtain Cost Estimate

Locations included: downstairs bathroom and third floor bathroom

Windows

Windows that were stuck and hard to open were observed.

Obtain Cost Estimate

Locations included: rear den window

We observed window panes in the exterior door where the seal around the perimeter of the window pane has moved out of its original position (squiggly). Further investigation with a window specialist is recommended to determine if the seal has been compromised and the extent of any needed repairs/replacement.

Obtain Cost Estimate

Locations included: front entry



Floor Coverings

Floor tiles were cracked and it is recommended they be replaced.

Obtain Cost Estimate

Locations included: foyer, den, downstairs bathroom, and third floor bathroom



The wood floor was observed to be buckled slightly, with the edges of the boards curling downwards into a “cupping” effect. This condition is typically caused when the wood floors have excessive moisture in the wood and are stained and sealed before the moisture can escape. When the wood dries, the wood shrinks, causing the edges of the boards to curl downward, leaving an uneven surface. Further investigation with a wood floor specialist and/or a service company is recommended to determine the source of the moisture, and to make any needed repairs.

Obtain Cost Estimate

Locations included: second floor

The wood floor was damaged with excessive scratches in the floor. Further investigation with a wood floor specialist is recommended to provide a cost estimate for repairs to the floor.

Obtain Cost Estimate

Locations included: second floor



Smoke Alarms

Smoke alarms were observed to be installed at all required locations in the house. Since alarm systems are omitted from the scope of the inspection, we do not operationally check the smoke alarms nor the interconnectivity of the alarms.

EXTERIOR ITEMS

Gutters and Downspouts

The downspouts were connected to an underground drainage system which was not checked for performance and/or adequacy.

Gates/Fences

The fences and gates were in generally good condition at the time of the inspection with no repairs needed.

Flatwork Concrete/Patios/Walkways

Cracks and some separations were observed in the driveway concrete. In our opinion, the driveway is still in serviceable condition at this time.

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 recommended that a Home Warranty Policy be provided to protect the appliances and mechanical equipment against unforeseen breakdowns during the first year and for preexisting conditions. Check with your agent for details and please read our comments concerning Home Warranty policies on page 2 of this report.

As an additional service, we strongly 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 <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,



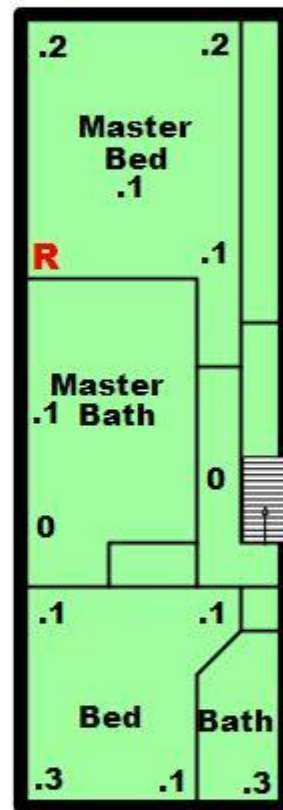
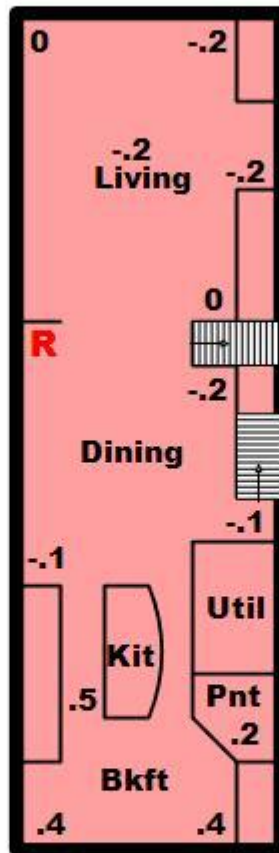
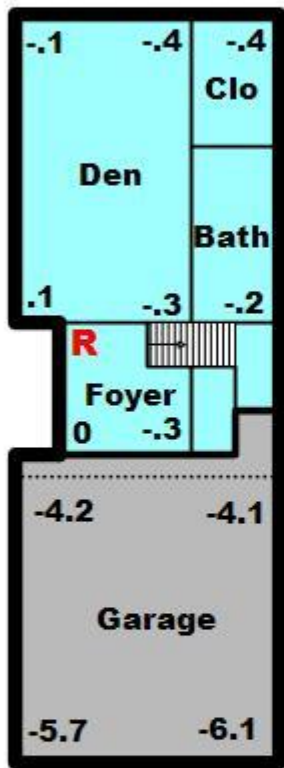
Tim Hedderman
Registered Professional Engineer #51501
Texas Firm Number: 7942



10.31.18

HEI

Walsh



**Elevation Readings
614 Asbury, Unit B**





HEDDERMAN ENGINEERING, INC.

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

RECEIPT

October 31, 2018

TO: David and Beverly Walsh

REF: Inspection of the house at 614 Asbury, Unit B, Houston, Texas.

Total cost of inspection: \$925.00

Total Paid: \$925.00

Total Due: - 0 -

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 www.heddermanengineering.com

Real Estate Inspection Service Agreement

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

DATE OF INSPECTION: 10/31/2018

CLIENT NAME: David & Beverly Walsh

PROPERTY ADDRESS: 614 Asbury Unit B

COST OF INSPECTION: \$925.00

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, tile, 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 re-inspection 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.**

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.

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, THE CLIENT WILL BE CHARGED ½ OF THE ORIGINAL INSPECTION FEE AND AGREES TO PAY SUCH PENALTY FEE.



I HAVE READ AND ACCEPT THIS AGREEMENT