



HEDDERMAN ENGINEERING, INC.

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

May 29, 2018

TO: Christina McCasland

REF: CONDITION OF PROPERTY SURVEY

Dear Christina McCasland:

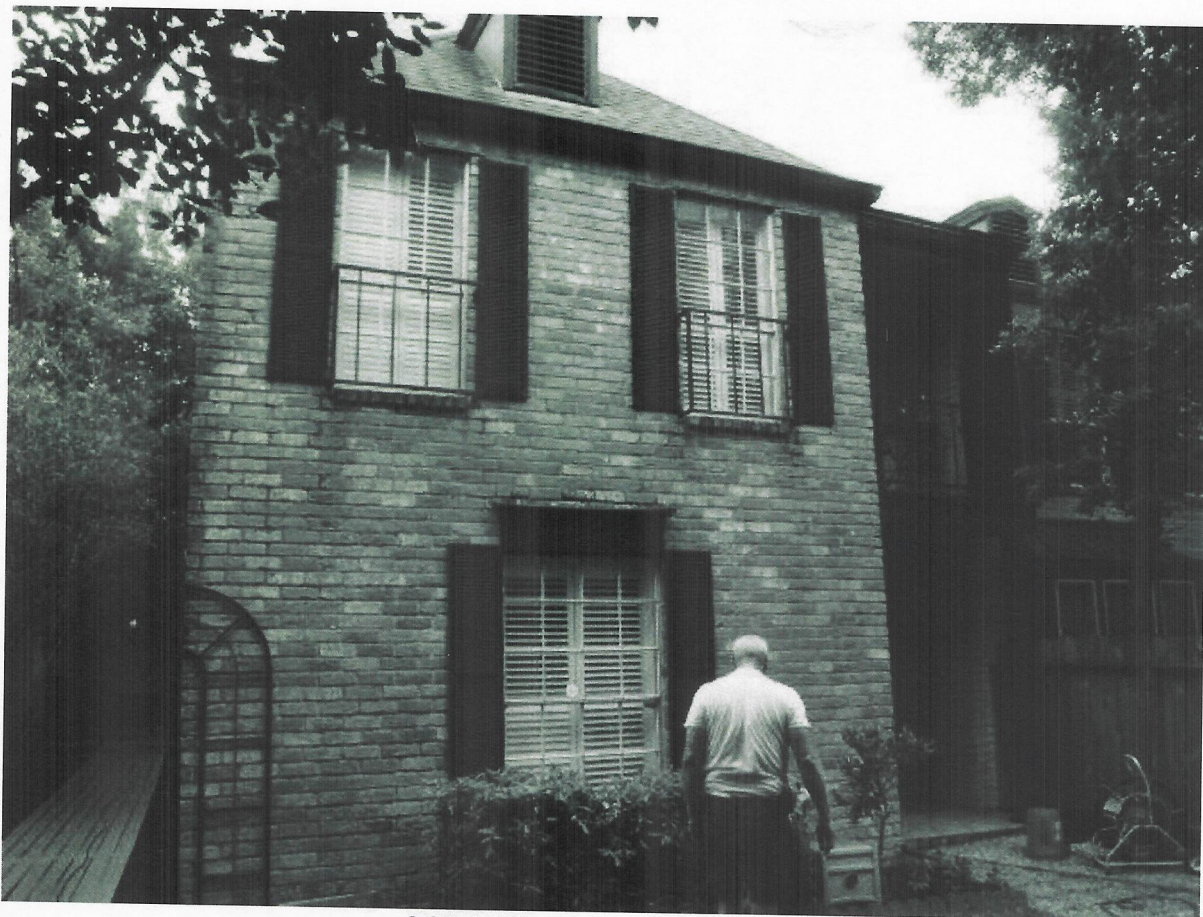
At your request, a visual survey of the house located at 3601 Wakeforest Street, Houston, Texas, was made by Mr. Javier Almodovar and Mr. Daniel Koteles.

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



3601 Wakeforest Street

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.

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. We are not affiliated with the Texas Real Estate Commission, and are not subject to, or limited by, their standards of practice for their licensed inspectors.

SCOPE

The scope of the inspection included limited, visual observations at the interior and exterior of the structure, the attic as viewed only from properly floored areas of the attic or areas determined by the inspector to be safely accessible with adequate headroom, and the roof as viewed from the ground. 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, foliage, 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.

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 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 two story wood frame dwelling with brick veneer wood siding, and fiber cement siding, a composition shingle roof, and was supported on a monolithic slab on grade concrete foundation. The house was occupied at the time of the inspection, and the house, according to HAR, was built in 1972.

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).

PREVIOUS REPAIR

It was 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).

EVIDENCES OF DIFFERENTIAL MOVEMENT

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.

Levelness

The floors were checked with an electronic level, and were observed to be acceptably level throughout the house. The difference in elevation between the high point and low point was 1.3 inches on the first floor; and 1.9 inches on the second floor. The first floor high point was located at the living room, and the low points were located at the dining room and the northeast corner of the house. The unlevelness takes place over a horizontal distance of approximately 30 feet.

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.

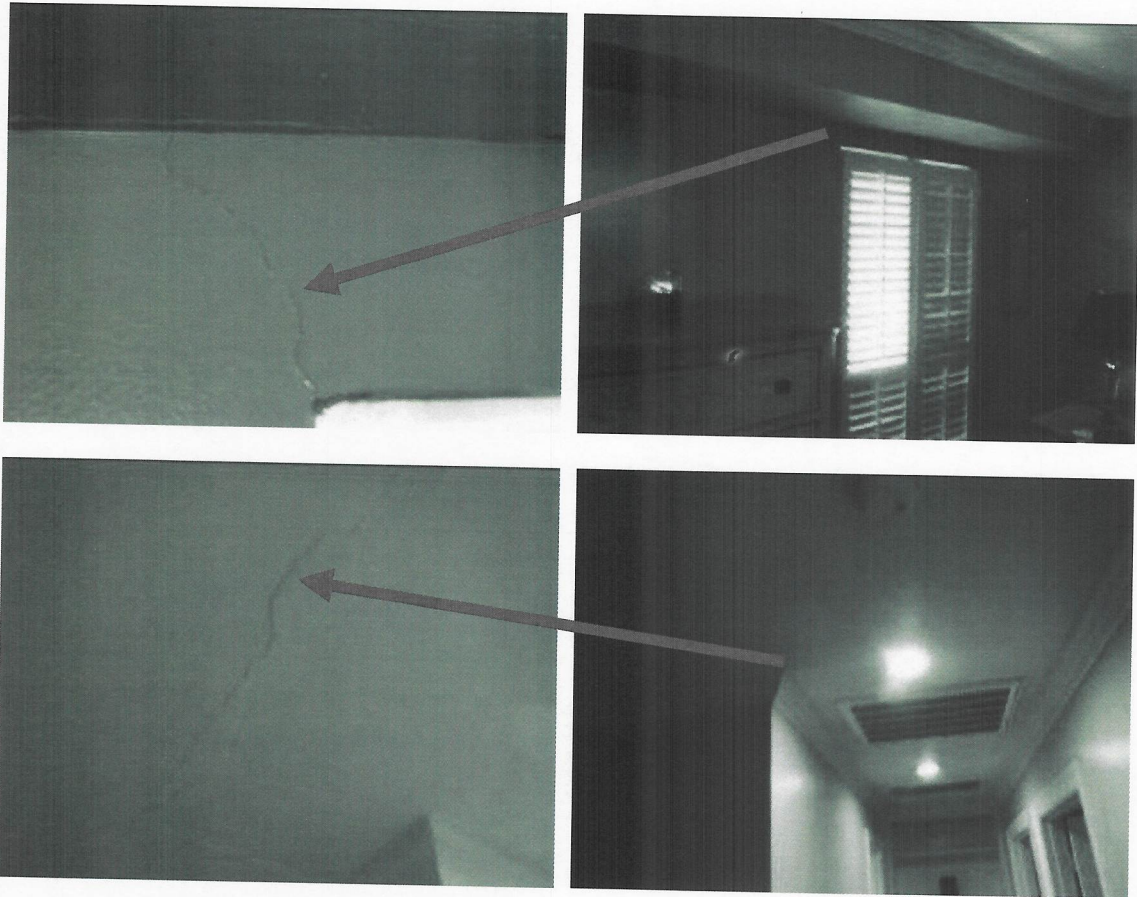
Veneer Cracks

Cracks and/or patches were observed in the exterior veneer.



Sheetrock Cracks

Sheetrock cracks, patches, and/or compression ridges were observed, including at the 2nd floor hallway, and the master bedroom. It is recommended to repair all the visible cracks.



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.

OTHER OBSERVATIONS

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.

FOUNDATION CONCLUSIONS

After observing the interior and exterior of the house, it is my opinion that the foundation repair brought the foundation back to within an acceptable degree of levelness, and that the foundation is still within an acceptable degree of levelness. We did not see any evidences that the foundation has settled significantly since the repair work was performed. Therefore, it is our opinion that the foundation is performing its intended function at the time of the inspection, and is not in need of any further releveling. Some residual unlevelness of the floors was observed, but this is normal for a house that has experienced foundation repair.

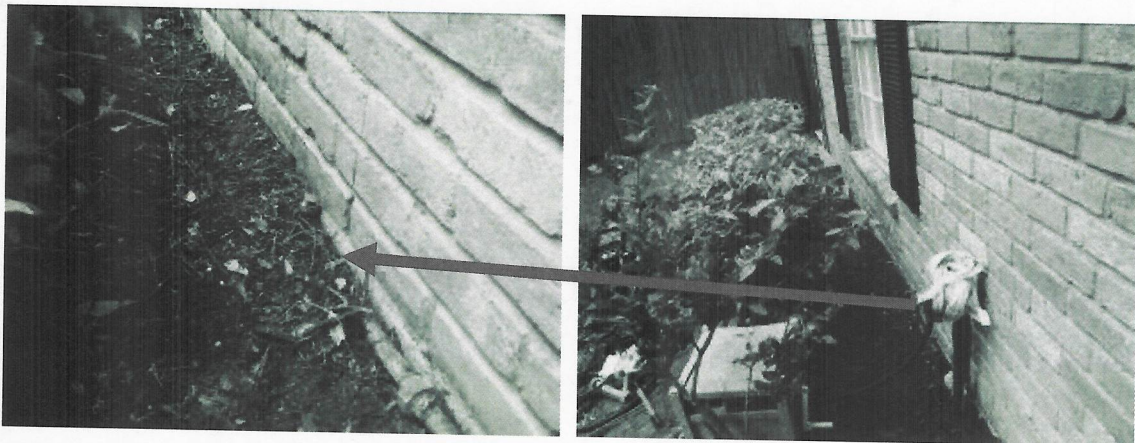
Perimeter Grading/Drainage

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

The grade was essentially flat, and it appears that water will 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.

The flower bed and/or perimeter grading 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.

Obtain Cost Estimate



Wood Deck

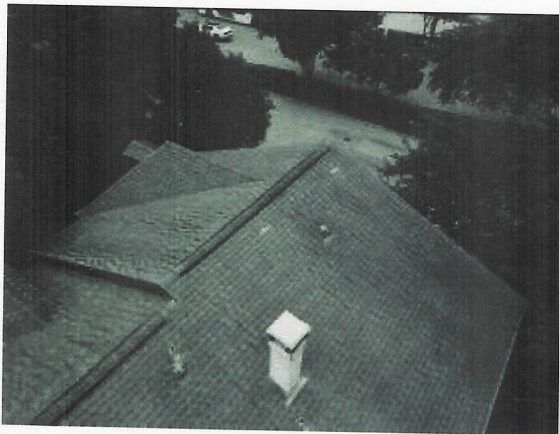
We could not determine if any provision has been made at the rear of the house for drainage under the wood deck. It is recommended that you check with the owner to determine if there are any drainage problems at the deck area, and if any provision for drainage has been made.

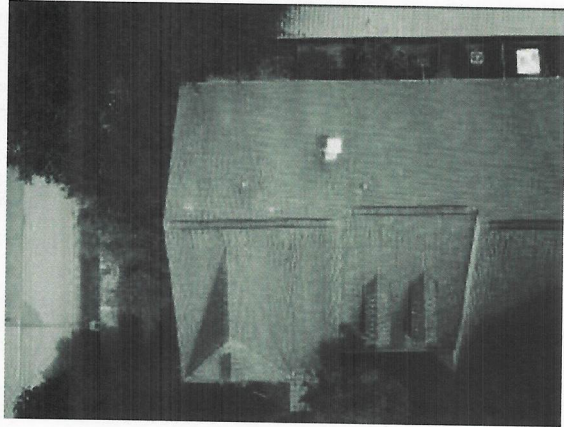
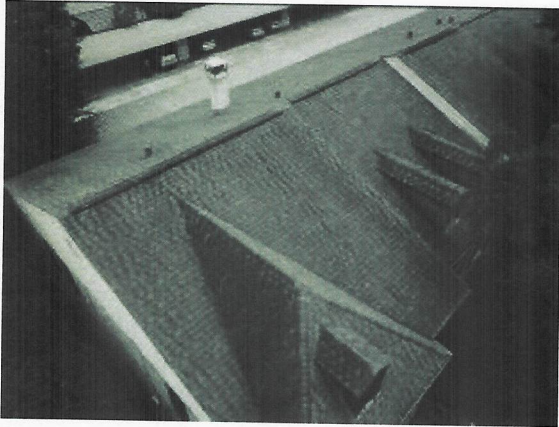


ROOF

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 10 years old.





Observations

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

Locations included: Near the chimney.

Obtain Cost Estimate

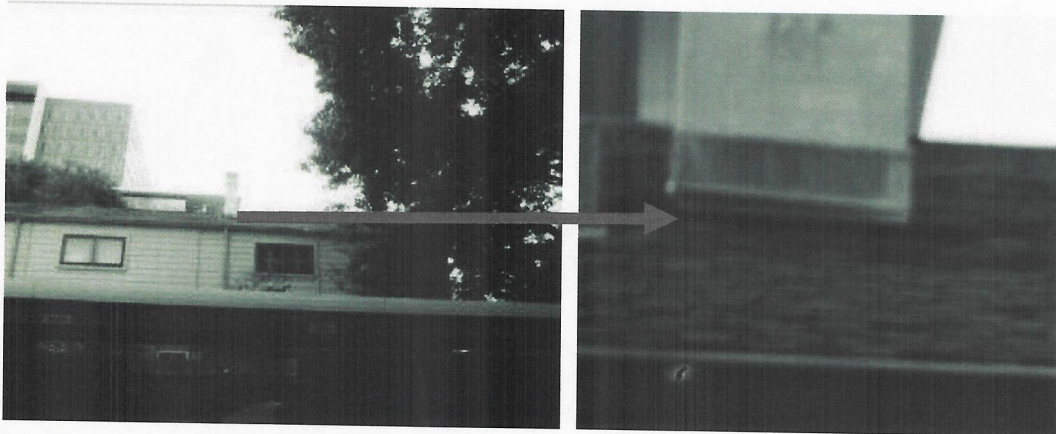


The composition roof surface was showing some evidences of deterioration, including shingles that were discolored.

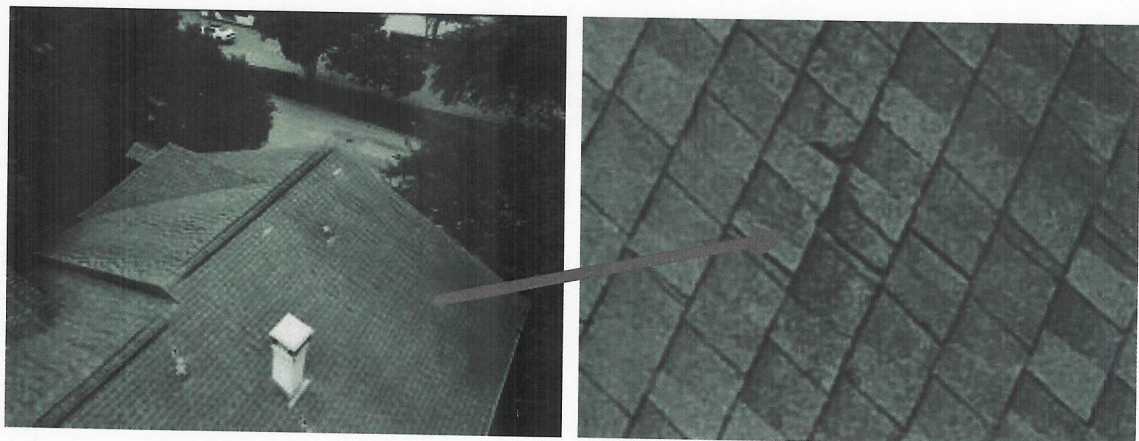
Other conditions observed during the course of the inspection related to the roof surface included the following:

- * The roof decking was observed to be "Tech-Shield" which is a radiant barrier roof 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.

- * We observed from the attic space that the shingles were nailed rather than stapled, and that the nails had an adequate penetration through the roof deck.
- * It was observed that the old wood shingles were removed, and the roof was redecked when the current composition roof was installed. Therefore, this roof is not an overlay, but has one layer of shingles.
- * Due to the height of the roof, the roof was not viewed from its surface, but was viewed from the ground and with a drone.
- * The metal flashing at the chimney was not secured properly, and can allow wind-blown water to enter the living space. The flashing needs to be resecured to the roof.
Obtain Cost Estimate



- * Damaged shingles were observed at the rear north area of the roof. The damage appeared to be related to tree branches rubbing the roof surface. It is recommended to replace the damaged shingles.
Obtain Cost Estimate



Roof Conclusions

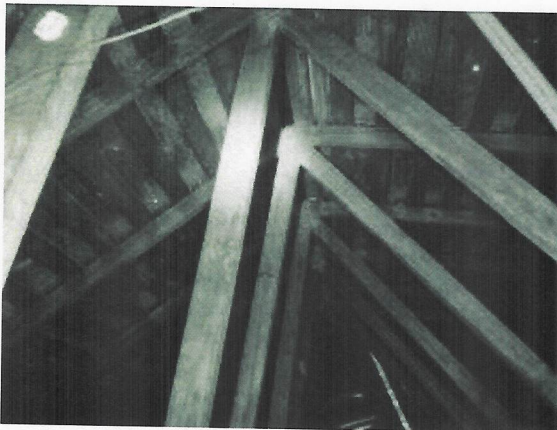
The roof is in generally serviceable condition at this time with some repairs needed for the above item(s). Have a roofing contractor provide a cost estimate to make all necessary repairs to bring the roof into a completely serviceable condition.

Obtain Cost Estimate

STRUCTURAL FRAMING

Description

The house was observed to be a two story wood frame structure that includes standard major framing components, including wall studs, ceiling joists, floor joists, prefabricated trusses, and roof rafters.



Observations

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. No significant deflections were observed in the roof framing as we were able to look up the plane of the roof from the different sides of the house.

Conclusions

The primary load carrying members of the structural framing that were accessible and viewed at the time of the inspection were performing their intended function at the time of the inspection, and were not in need of repair.

WATER PENETRATION

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

Evidences of water penetration to the interior of the structure were observed at the following location(s):

1. North gable vent, where water stains were observed below the gable vent. The source of the water penetration appears to be related to the damaged gable vent. 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



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. 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 against water penetration.

Obtain Cost Estimate

- The exterior light fixtures have not been caulked.
- Windows and doors where the caulking was cracked and/or missing.
- Piping penetrations.
- Wiring and/or conduit penetrations.
- The brick veneer, where cracks were visible that can allow water penetration.
- Joints in between the brick veneer and the siding.
- Vertical joints at the siding.





FIREPLACE/CHIMNEY

Description

The fireplace was a prefabricated metal fireplace with a metal flue pipe that extended through the roof. The firebox was a manual light wood burning fireplace.



Observations

The damper was operational, and the firebox was properly sealed.

The firebox and/or flue pipe was observed to be lightly coated with soot. The fireplace does not require cleaning at this time. However, the amount of soot build-up needs to be monitored as the fireplace is used in the future, and the fireplace should be cleaned when the soot build-up reaches approximately 1/4 inch.

ATTIC

The access ladder into the attic appeared to be the original installation ladder, and, therefore, 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. It is pointed out that the current requirement for attic ladders is 350 pounds bearing capacity.

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. Defective conditions we observed included the following:

- The ladder was not secured to the framing members with 16d nails or ¼ x 3" lag screws.

- The hardware for the ladder was missing some nuts and/or bolts, and the missing hardware needs to be replaced.

Obtain Cost Estimate

- The nuts and bolts securing the ladder were loose and the nuts and bolts need to be tightened.

Obtain Cost Estimate



The attic did not have adequate service decking to all the equipment in the attic. The service decking should be a continuous deck that is a minimum of 22 inches wide, that extends from the attic access opening to all equipment in the attic. In addition, the decking should be free from any obstructions, such as gas lines, electrical wiring, ductwork, framing members, etc.

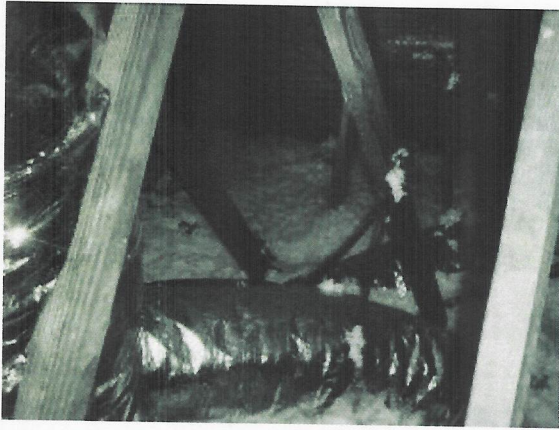
Obtain Cost Estimate

M1305.1.3 Appliances in attics

Attics containing appliances requiring access shall have with an opening 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) long 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.

The ventilation for the attic included continuous ridge vents at the top of the roof and two gable vents at the sides of the attic.

The insulation in the attic was average by today's standards. The normal amount of insulation for attics in this area is 12 inches or an R30 energy rating. This attic appeared to have approximately 12 inches of fiberglass blown-in insulation in the ceiling.



MISCELLANEOUS ITEMS

Doors

A missing striking plate was observed at the living room back door.
Obtain Cost Estimate

Doors had hardware in need of repair.
Locations included: Living room back door (flush bolt).
Obtain Cost Estimate

Doors had loose hardware in need of repair.
Locations included: 2nd floor balcony.
Obtain Cost Estimate

Doors had missing hardware that needs to be replaced.
Locations included: Utility.
Obtain Cost Estimate

Windows

We observed windows that were hard to lock.

Locations included: 2nd floor northeast bedroom (north window).

Obtain Cost Estimate

Window Screens

Window screens were missing at several of the house windows.

Obtain Cost Estimate

A window screen was damaged and needs to be replaced at the 2nd floor northeast bedroom (north window).

Obtain Cost Estimate

A window screen was torn and needs to be replaced at the master closet.

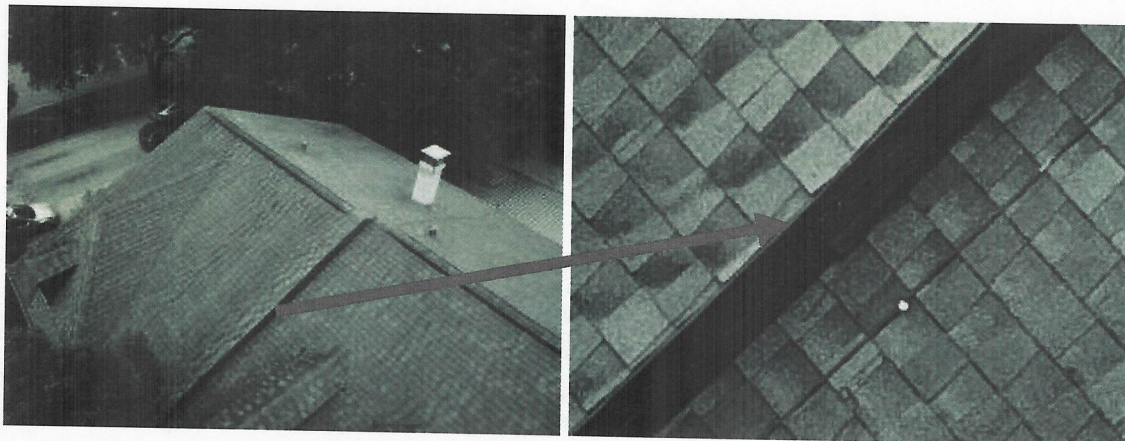
Obtain Cost Estimate

Wood Rot

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.

Locations included: Fascia board at the roof intersections, and wood trims around the front gable vent.

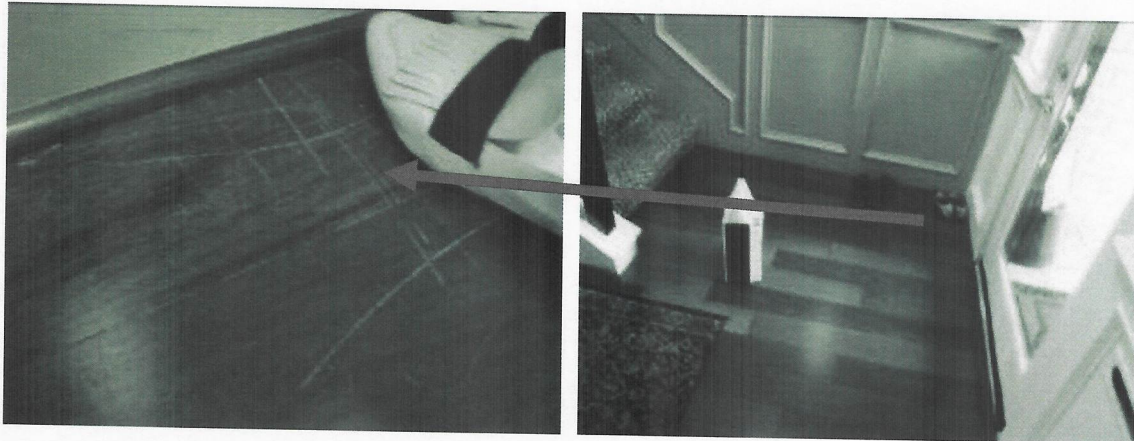
Obtain Cost Estimate



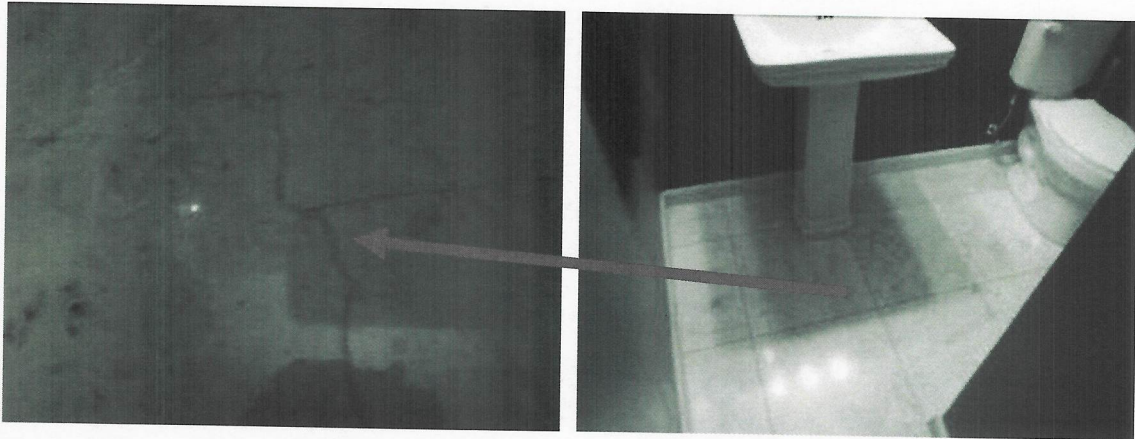


Miscellaneous Interiors

Scratches were observed on the wood floor at the foyer area and the living room area.
Obtain Cost Estimate



Floor tiles were cracked at the powder room.
Obtain Cost Estimate



Stairways/Handrails/Guardrails

No handrail was present at the stairway, which can be a hazardous condition, and it is recommended that a handrail be installed for safety purposes. Handrails are required whenever a flight of stairs has four or more risers.

R311.5.6

Obtain Cost Estimate



The guardrail was not constructed according to the current building code standards. Therefore, the width between the balusters is greater than four inches.

R312.2 Guard opening limitations

Required guards on open sides of stairways, raised floor areas, balconies and porches shall have intermediate rails or ornamental closures which do not allow passage of a sphere 4 inches (102mm) or more in diameter.

Exceptions:

1. The triangular openings formed by the riser, tread and bottom rail of a guard at the open side of a stairway are permitted to be of such a size that a sphere 6 inches (152 mm) cannot pass through.

2. Openings for required guards on the sides of stair treads shall not allow a sphere 4 3/8 inches (107 mm) to pass through.



Smoke Detectors

The house does not meet the current code concerning smoke detectors. This house is an older home and if bringing the house into current standards is desired, the section below from International Residential Code is the current requirements for smoke detectors in a home.

R313.2 Location.

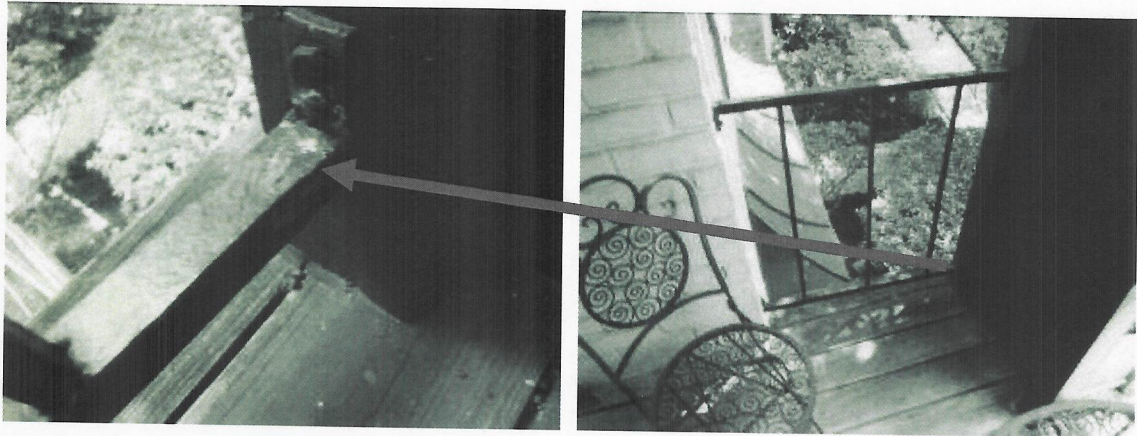
Smoke alarms shall be installed in the following locations:

- 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 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.*

When more than one smoke alarm is required to be installed within an individual dwelling unit 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.

Miscellaneous Exteriors

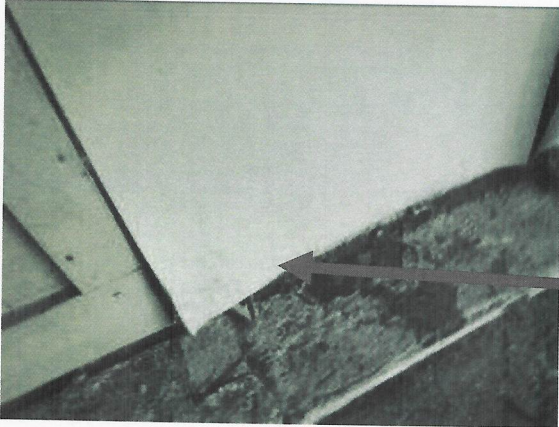
The metal guardrail was rusted. It is recommended the rust be cleaned and the guardrail painted to prevent further damage.
Obtain Cost Estimate



The wood fence had rotted boards and was leaning at some areas. The fence is in need of repairs.
Obtain Cost Estimate



The shed door was damaged and it is recommended to be repaired.
Obtain Cost Estimate



The roof decking of the shed was rotted due to roof leaks. It is recommended provide the needed repairs.
Obtain Cost Estimate



CLOSE

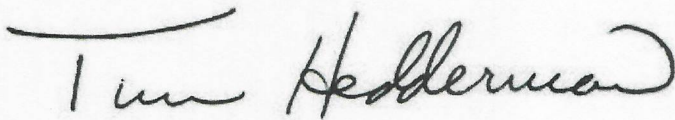
Opinions and comments stated in this report are based on the apparent performance of the items included within the scope of the inspection, at the time of the inspection. Performance standards are based on the knowledge gained through the experience and professional studies of the inspector. There is 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.

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 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.

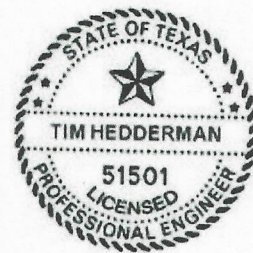
<http://www.heddermanengineering.com/repair-cost-estimates>.

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



DATE OF INSPECTION: 5/29/2018

CLIENT NAME: Christina McCasland

PROPERTY ADDRESS: 3601 Wakeforest Street

COST OF INSPECTION: \$625.00

Scope of Inspection

The purpose of the inspection is to... HEDDERMAN ENGINEERING, INC.



HEDDERMAN ENGINEERING, INC.

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

RECEIPT

May 29, 2018

TO: Christina McCasland

REF: Inspection of the house at 3601 Wakeforest Street, Houston, Texas.

Total cost of inspection: \$625.00

Total Paid: \$625.00

Total Due: - 0 -

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 past 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