



## HEDDERMAN ENGINEERING, INC.

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

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February 4, 2019

TO: Logan and Luiz Fuzetti

REF: CONDITION OF PROPERTY SURVEY

Dear Mr. and Mrs. Fuzetti:

At your request, a visual survey of the house located at 10907 Leigh Woods Drive, Cypress, 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



**10907 Leigh Woods Drive**

## **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 two story wood frame dwelling with brick and stone veneer, fiber cement siding, a composition shingle roof, and was supported on a slab on grade concrete foundation reinforced with post tensioned cables. The house had a three car attached garage. The house was occupied at the time of the inspection, and the house, according to HAR, was built in 2006.

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

# **STRUCTURAL**

## **FOUNDATION**

### Description

The foundation was a concrete slab on grade, and was reinforced with post tensioned cables.

### Levelness

The floors were checked with an electronic level, and were observed to be sloping generally from the dining room to the rest of the house. The difference in elevation between the high point and low point was 1.8 inches. The high point was located at the dining room, and the low point was located at the study. The unlevelness takes place over a horizontal distance of approximately 35-40 feet.

### Veneer Cracks

Cracks and/or patches were observed in the exterior veneer, including at the north side of the house and rear patio/balcony column.

### Sheetrock Cracks

Sheetrock cracks, patches, and/or compression ridges were observed, including at the study.

### Concrete Cracks

Cracking of the foundation concrete exists in virtually all foundations. 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. Some cracking was observed in this concrete foundation, including at the garage floor.



The corner of the foundation was observed to be chipped at the south side and northwest corner of the house. 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.



### Separations of Materials

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

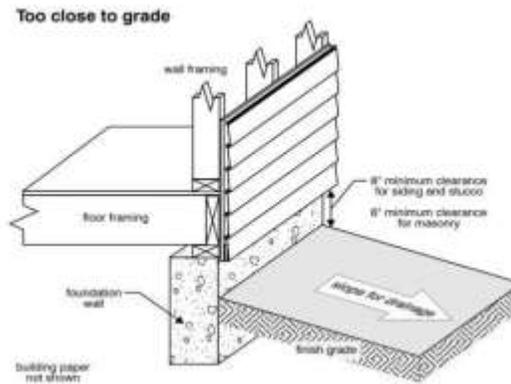
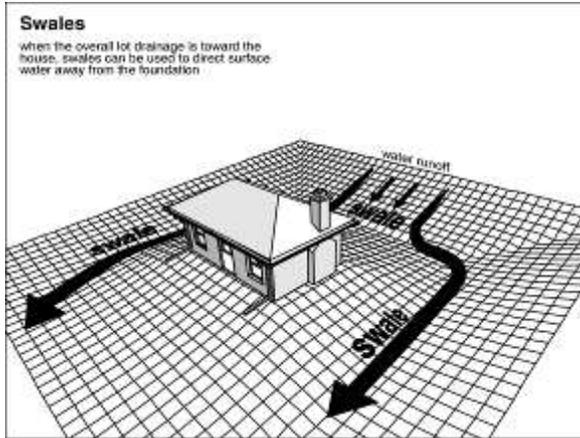
- Doors that were sticking were observed at the breakfast room and master bedroom exterior doors.
- Doors that would not latch due to misalignment of the striker plate and the locking mechanism were observed at the upstairs Hollywood bathroom.

### 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 was observed to be poor at some areas where the lot is not sloped away from the house (6 inch drop in the first 10 feet) and it appears that water will pond. It is recommended that a company specializing in drainage solutions be contacted to provide a recommended solution, along with a cost estimate to provide proper drainage.

**R401.3**

**Obtain Cost Estimate**

Water was observed to be ponding at some locations on the property due to the recent rains. Have a service company specializing in drainage solutions provide a solution and cost estimate to eliminate the ponding water.

**R401.3**

**Obtain Cost Estimate**





## **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 13 years, which coincides with the age of the house.





### Roof Viewed From

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

### Observations - Roof Leaks

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**

Locations included: Chimney flue



The composition roof surface was showing evidences of premature deterioration, including the majority of shingles that were brittle, discolored, curling on the edges, cracked, and losing their aggregate.





The nail heads used to secure the roof jacks were not sealed around the nail heads to prevent water penetration.

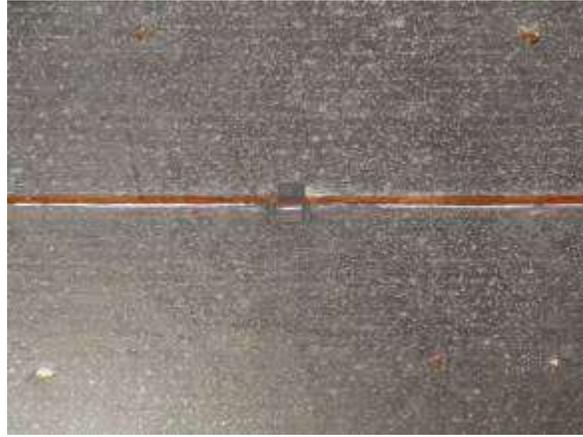


We observed rust on some of the metal roof accessories, and although the accessories are still performing their intended function, it is recommended that the rust be removed. Locations included: Metal valleys



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.



There was a narrow valley in the roof, where the valley narrows down and will be susceptible to the accumulation of leaves and other debris. This can cause a damming of water running down the valley, possibly causing a roof leak. It is recommended that this valley be monitored, and cleaned on a regular basis. Locations included: Front of the house and rear



The composition roof has evidently been struck by hail, as evidenced by the numerous locations where the shingles were prematurely deteriorated. Most of the damage from hail takes place on the bottom side of the shingle, where the force of the hail strike causes microcracks in the base shingle material. These small cracks are not visible without prying and lifting the shingles to see the bottom side. Since this process can damage the shingles, we do not attempt to lift any shingles to see the bottom side. It is recommended that the roof be examined by a roofing company and/or an insurance adjuster to determine if the roof should be replaced.

### 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**

After observing the condition of the roof surface, it is my opinion that the roof surface is in just serviceable condition at this time and has a little life remaining. However, the roof surface is nearing the end of its life, and it can be anticipated that replacement of the roof surface will become needed within the next 1-2 years. Due to the age and condition of the roof, it would be a prudent thing to have one or more roofing contractors examine the roof for functionality and/or insurability. Since it can be anticipated that the roof will need replacement in the near future, it is recommended that a budget be established to provide the necessary funds for the new roof.

#### **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, upstairs floor joists, and roof rafters with purlins and strut supports.



### Observations

We did not observe metal hurricane clips/straps installed at the attic framing members. These clips/straps provide a stronger structure that will be more resistant to wind uplift from hurricane and tornadoes.

### Attic Framing

The attic space was viewed from the access walkway.

### Deflected Framing

The steel lintel was deflected slightly (less than one inch deflection in a 50-foot horizontal distance ( $L/\Delta = 600$ )). The degree of the deflection was not such that the lintel was not performing its intended function and, therefore, no repairs are recommended at this time. Much of the visible deflection was related to the unlevelness in the garage slab.

Locations included: 2-car garage vehicle door header

### 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

No visual evidences of water penetration to the interior of the structure were observed at the time of the inspection. It is pointed out that this statement is based upon the limitations of a visual inspection, without the moving or removal of items causing visual obstruction, including, but not limited to, furniture, furnishings, floor or wall coverings,

foliage, soil, etc.

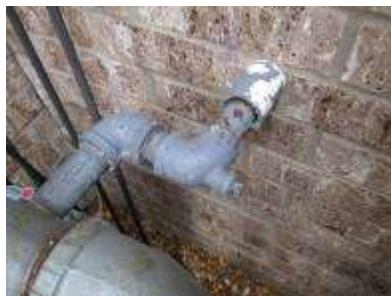
We checked around all window and door openings with a moisture meter, and found no evidence of elevated moisture at the time of the inspection.

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**



**Leaking gutters/Dead valleys**





Poor sealant detail

## **FIREPLACE/CHIMNEY**

### Description

The fireplace was a prefabricated metal fireplace with a ceramic gas log that vented by a metal flue pipe that extends up through the roof. The burner was controlled by a manually operated gas valve which was functional at the time of the inspection.





It was observed from the attic that the metal chimney flue pipe was in contact with insulation, which can be a fire hazard, and the insulation needs to be removed from the flue pipe, and a two inch air space provided around the vent pipe.

**Obtain Cost Estimate**



The firebox and/or flue pipe was observed to be coated with soot. This can be a fire hazard, and it is recommended that the soot be removed before using the fireplace again. Contact a fireplace service company to remove the soot.

**Obtain Cost Estimate**



## **ATTIC**

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

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

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.

The folding access stairs do not close properly, and can allow unconditioned air from the attic into the living space. The assembly needs to be adjusted to fit the opening properly.

### **Obtain Cost Estimate**

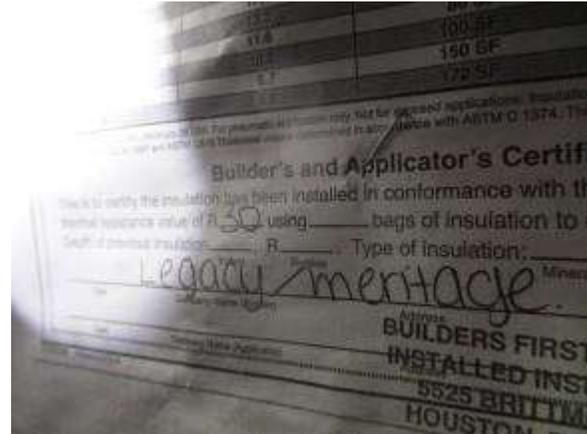


Clip art showing eaves and fascia ventilation



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 observed to be fiberglass blown-in insulation.



## STAIRWAYS/HANDRAILS/GUARDRAILS

The stairs were not constructed to the latest revision of the building code, and had steps with treads that were less than six inches wide at the narrowest point.

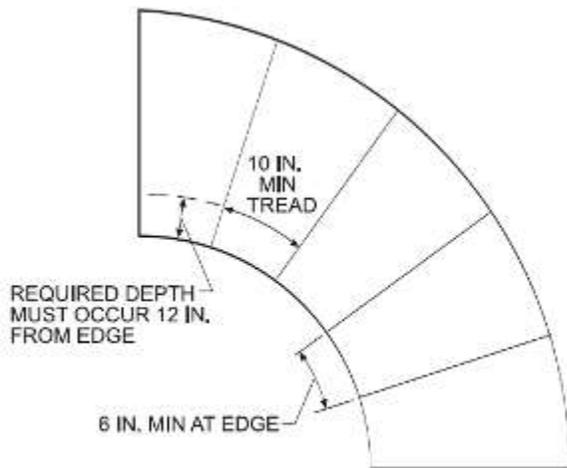


Figure R311.7.5.2.1(2)  
WINDERS USED FOR CIRCULAR STAIRWAY



## **BUILDING ENVELOPE**

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.

### **Obtain Cost Estimate**

Locations included: 2-Car Garage vehicle door trim



## **INTERIOR ITEMS**

### **Doors**

The closet door at the master suite entry hall was locked at the time of inspection and the closet was not inspected.

Doors were sticking and are in need of adjustment.

### **Obtain Cost Estimate**

Locations included: breakfast room and master suite exterior doors

### **Windows**

No items requiring repair were observed concerning the operation of the windows. The windows that were accessible were opening and closing properly.

## **Sheetrock**

Patches in the sheetrock were observed. The patched areas were checked with an electronic moisture meter and were dry at the time of inspection. The cause of the patching could not be determined at the time of the inspection, and further investigation into the cause of the patch with the homeowner is recommended.

Locations included: Kitchen ceiling and rear living room wall



Water stains were observed on the walls. The stains were checked with a moisture meter, and no higher than normal moisture readings were found at the time of the inspection. The source of the water stains could not be determined at the time of the inspection, and further investigation is recommended with the homeowner and/or a service company.

### **Obtain Cost Estimate**

Locations included: upstairs northeast bedroom closet



A microbial growth was observed, and further investigation is recommended with a service company to determine the cause of the growth, and to provide a cost estimate for any needed repairs.

**Obtain Cost Estimate**

Locations included: Closet off the upstairs Hollywood bathroom



### **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.

No carbon monoxide detectors were observed on the property. It is recommended that carbon monoxide alarms be installed.

**Obtain Cost Estimate**

### **EXTERIOR ITEMS**

#### **Gutters and Downspouts**

The gutters were observed to have debris and standing water in them and are in need of cleaning and adjustment.

**Obtain Cost Estimate**





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

The gutter has apparently been leaking water behind the gutter as evidenced by the stains on the fascia board. Further investigation with a service company is recommended to determine the cause of the problem, and to provide a cost estimate for any needed repairs.

**Obtain Cost Estimate**

Locations included: Front garage



The downspout was missing a splash block.

**Obtain Cost Estimate**

Locations included: north house

**Gates/Fences**

The wood fence was leaning, and is in need of repair.

**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 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](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,



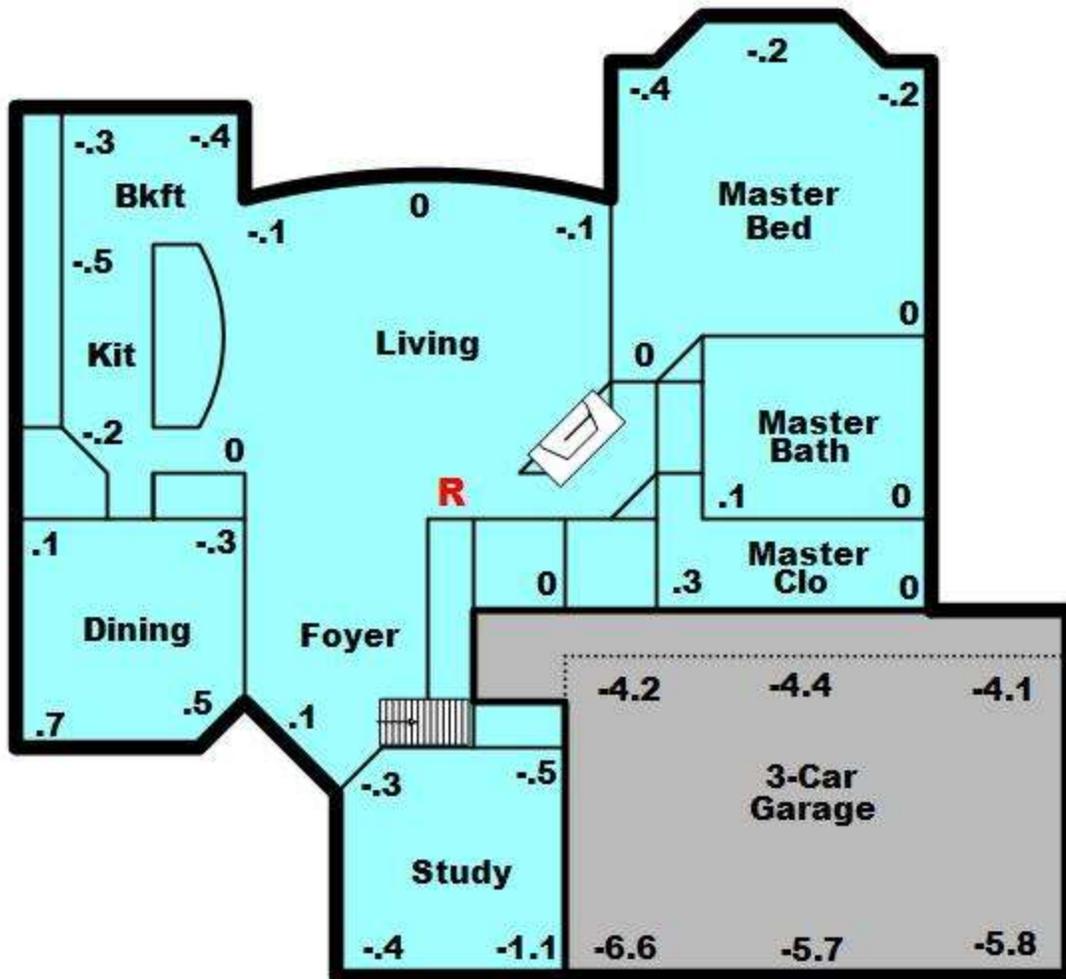
Tim Hedderman  
Registered Professional Engineer #51501  
Texas Firm Number: 7942



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HEI

Fuzetti



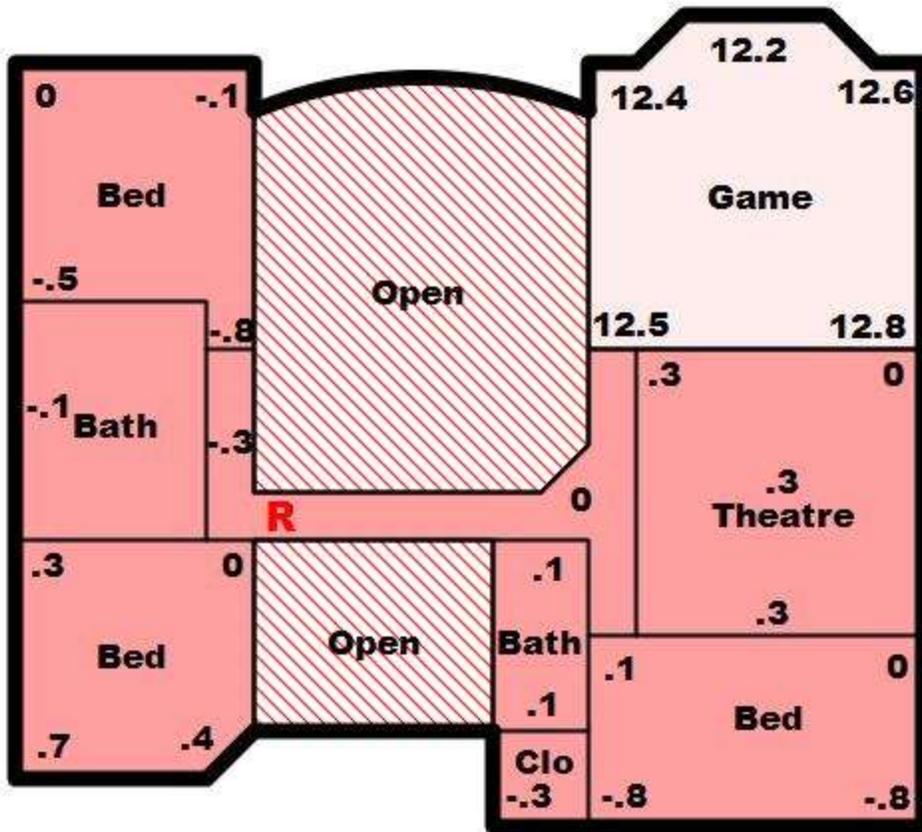
**Elevation Readings  
10907 Leigh Woods Drive**



2.4.19

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Fuzetti



**Elevation Readings  
10907 Leigh Woods Drive**





# HEDDERMAN ENGINEERING, INC.

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

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## RECEIPT

February 4, 2019

TO: Logan and Luiz Fuzetti

REF: Inspection of the house at 10907 Leigh Woods Drive, Cypress, Texas.

Total cost of inspection: \$1,025.00

Total Paid: \$1,025.00

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:** 2/4/2019

**CLIENT NAME:** Logan & Luiz Fuzetti

**PROPERTY ADDRESS:** 10907 Leigh Woods Drive

**COST OF INSPECTION:** \$1,025.00

#### 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 including a moisture meter, 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 be 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.

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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, 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**