



HEDDERMAN SERVICES

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## STRUCTURAL INSPECTION

1634A Park St  
Houston, TX 77019

Jim Pinckley

APRIL 15, 2021



Inspector

**Javier Almodovar**

Engineer

281-355-9911

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

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# 1: COVER LETTER

## Information

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

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04/15/2021

TO: Jim Pinckley

REF: CONDITION OF PROPERTY SURVEY

Dear Jim Pinckley:

At your request, a visual survey of the house located at 1634A Park St, Houston TX 77019 was performed by Javier Almodovar. Transmitted herewith is the inspection report stating our professional opinions on whether the items of construction included in the survey are functional on the day of the inspection, or are in need of repair.

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

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

At your service,

HEDDERMAN ENGINEERING, INC.

Tim Hedderman, President

## 2: PURPOSE/SCOPE

### Information

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#### **INTRODUCTION**

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

#### **PURPOSE**

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

#### **SCOPE**

The scope of the inspection included limited, visual observations at the interior and exterior of the structure. Only those items readily visible and accessible at the time of the inspection were viewed and are included in this report. Any items causing visual obstruction, including, but not limited to furniture, furnishings, floor or wall coverings, pictures, foliage, registers and grills on HVAC ductwork, soil, appliances, insulation, etc., were not moved. Due to COVID 19 restrictions, our inspectors are sometimes required to wear masks indoors. This restricts the inspector from using his full set of senses that are needed during the inspection process by inhibiting the inspector from possibly detecting odors that may be indicative of a problem, including but not limited to, mold, musty odors, natural or LP gas odors, pet odors, urine or fecal odors, etc. The basis of our opinions will be the apparent performance of that portion of the house readily visible at the time of the inspection. Disassembly or removal of any portion of the structure, mechanical equipment, plumbing equipment, or electrical equipment is beyond the scope of this inspection. There is no warranty or guarantee, either expressed or implied, regarding the habitability, future performance, life, insurability, merchantability, workmanship, and/or need for repair of any item inspected. The components of the house included in scope of the inspection, if present and applicable, include:

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

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

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

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

Items specifically excluded from our inspection include:

Tainted and Corrosive sheetrock (Chinese Sheetrock).

All pests, wood destroying insects, conducive conditions, ants, or rodents.

All equipment related to mosquito control.

All items related to major geological conditions such as faults or subsidence.

All underground piping, including water, sewer, and gas piping.

Water softening and water treatment systems.

Identifying products that have been recalled.

Pressure testing of gas system.

All low voltage lighting systems and/or photocells.

All low voltage data systems such as telephone, cable TV or data lines.

All fire detection, carbon monoxide, smoke alarms and/or security alarm systems.

All environmental hazards, or any toxic/hazardous materials including, but not limited to: radon gas, lead, formaldehyde, electromagnetic, any and all items related to asbestos.

A backup generator and transfer switch panel.

Any electrical load analysis on the electrical system to determine adequacy of the service or any branch circuit.

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

## 3: SITE CONDITIONS

### Information

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**Occupancy**

Occupied

**In Attendance**

Seller, Termite Inspector, Buyers  
Agent-Summary Only

**Weather**

Cloudy, Temperature - 60-70  
degrees

**Age of Home - HAR**

According to HAR, the house was  
built in 1985.

**North-Rear**

For the purpose of the inspection and report, NORTH will be assumed to be from the front of the house towards the rear.

## 4: FOUNDATION

### Information

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

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

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

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

#### **Description: Monolithic with adjoining units**

The foundation of this unit is monolithic with the foundation of adjoining units and can be affected by foundation movement occurring at those units.

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

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

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

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

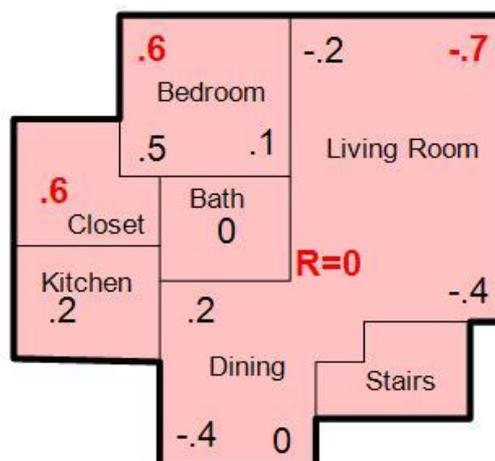
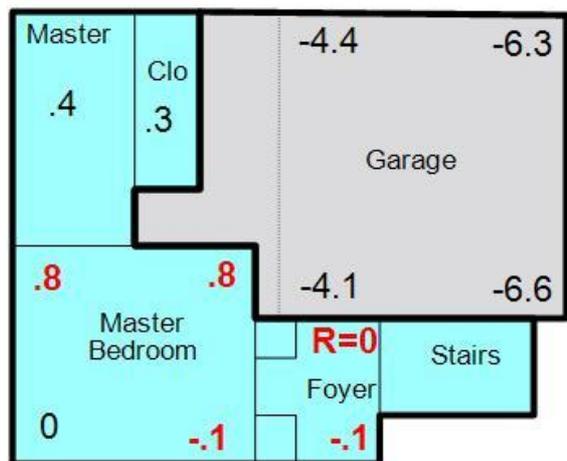
#### **Differential Movement: Levelness - Acceptable**

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 0.9 inch on the first floor; and 1.3 inches on the second floor. The high point was located at the rear of the master bedroom, and the low point was located at the foyer. The unlevelness takes place over a horizontal distance of approximately 15 feet.

4.15.21

HEI

Pinckley



First Floor

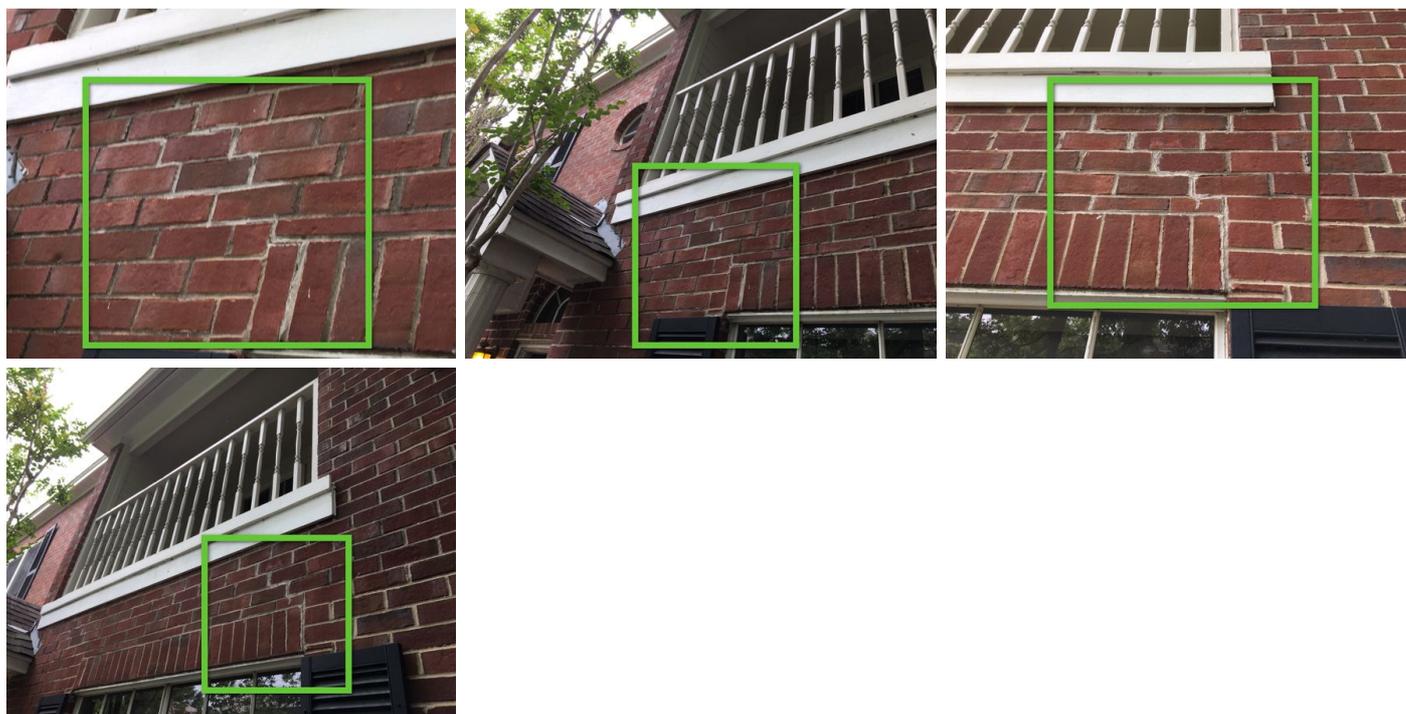
Second Floor



### Elevation Readings 1634A Park Street

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

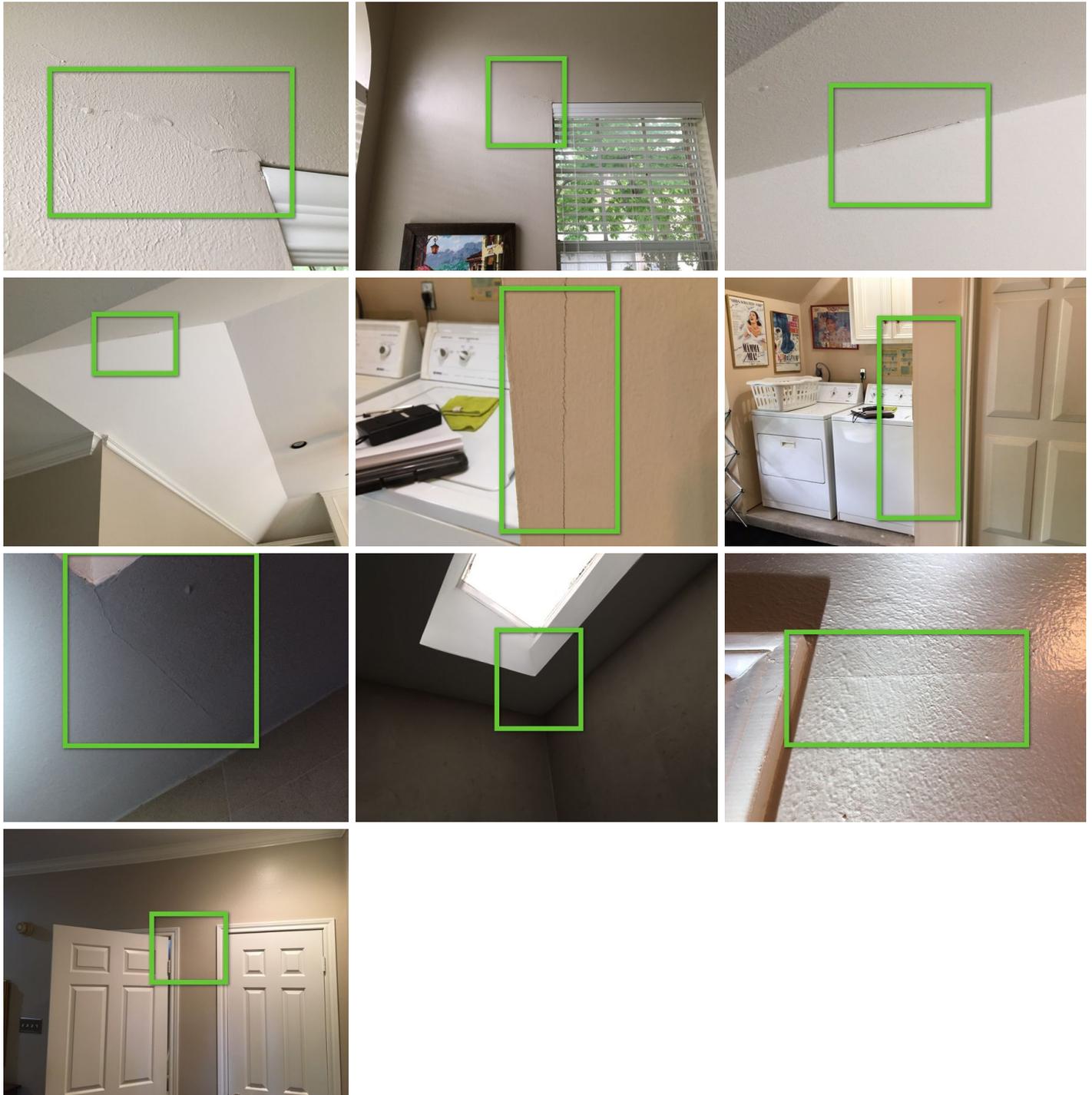
Cracks and/or patches were observed in the exterior veneer at the time of the inspection, including at the above locations.



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

Master bedroom, master bathroom, living room, garage, and the stairs.

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



**Separation of Materials: Non latching doors**

Second floor bedroom closet, and the foyer closet.

Doors that would not latch due to misalignment of the striker plate and the locking mechanism were observed.

**Separation of Materials: Door triangles at top**

Second-floor bedroom

Door frames that were out of square, leaving a triangular separation between the door and the door frame at the top of the door were observed where a separation was visible at the top of the door.



### Separation of Materials: Rafter separation

One or more rafters were observed to be separated from the ridge beam in the attic, which can be an evidence of movement.



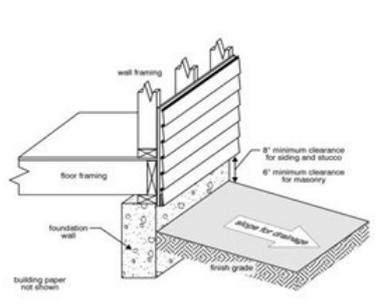
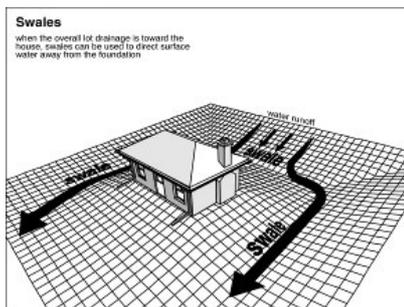
### FOUNDATION CONCLUSIONS: Normal/Acceptable

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, functional 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: FLOOD PLAIN

#### 100 Year Floor Plain

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



### Perimeter Grading/Drainage: Appeared Adequate

The perimeter drainage around the property appeared to generally be adequate. 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 water that ponds on the property after a rain.

**R401.3**

## Recommendations/repair

4.4.1 Other Observations

**TREES AND/OR FOLIAGE**

Seller claims trees and foliage have been cut away from the home.

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

Recommendation

Contact a qualified professional.

4.4.2 Other Observations

**FOUNDATION - SPALLED**

FRONT OF THE HOUSE

The face of the foundation concrete was spalled, and the reinforcing steel used in the construction of the foundation was observed to be exposed. The rust should be removed from the rebar, and the rebar grouted to prevent further deterioration.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



# 5: ROOF

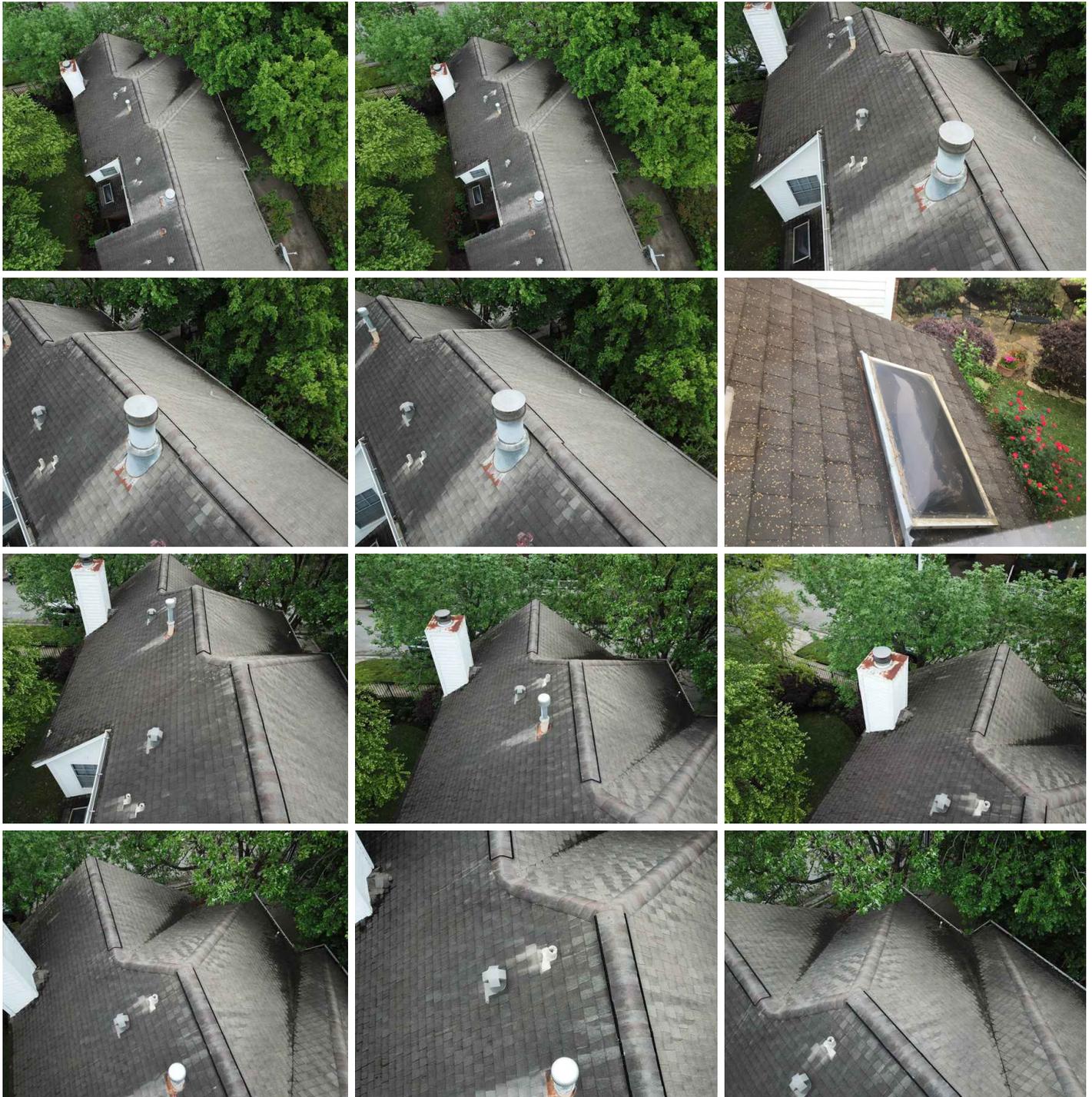
## Information

### Roof Descriptions: ROOF OBSERVATIONS AND CONCLUSIONS

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

### Roof Descriptions: Composition Shingles

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





### Roof Descriptions: Roof Decking - Description

OSB, Spacer Clips Present

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

Roof is not 36 years old. A neighbor said it was replaced in 2004 and is a 30 year roof. Seller claims that the skylight has been repaired.

### Age of Roof: 36 years

The age of the roof, according to the buyer, was 36 years. We could not verify the accuracy of this information, and it is recommended the further investigation be done to verify the age of the roof.

### Roof viewed from: Drone due to height and/or pitch

Due to the height and/or steep pitch on the roof, the roof was not viewed from its surface due to safety concerns, but was viewed from photographs taken by a drone.

### Ventilation: Roof Vents

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

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

### Wear and Deterioration: Composition - Advanced

Discolored, Aggregate Missing, Rusted Roof Jack, Rusted flashing

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



### ROOF CONCLUSION: Just serviceable condition - Replace in next few years

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, with some repairs needed at this time. However, it can be anticipated that replacement of the roof surface will become needed within the next few 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 next few years, it is recommended that a budget be established to provide the necessary funds for the new roof.

**Obtain Cost Estimate**

## Limitations

Roof viewed from

### LIMITATIONS OF ROOF INSPECTION

It is pointed out that our roof inspection is limited to viewing the surface of the roof from only those areas determined by the inspector to safely accessible at the time and conditions of the inspection. If the height of the roof, steepness of the pitch, or surface conditions due to wear or weather are such that the inspector determines that he cannot safely access some or all of the roof, then we will use a drone if possible (subject to weather limitations and/or No Fly Zones) to take photos of the surface of the roof. The roof will also be viewed from the underside of the roof, from the readily accessible attic access decking. For areas of the attic/roof that are not readily accessible from the safety of secure access decking, the inspector is not required to walk off the decking across the attic framing members to access all portions of the attic. Therefore, it is pointed out that there may be deficient roof conditions present in the attic that are not visible on the day of the inspection due to the limitations imposed on the inspector. This emphasizes the need and responsibility of the client to do further investigations with a roofing contractor to determine all deficiencies with the roof before any option period ends.

### Recommendations/repair

Trees have been trimmed back and problem shingles have been replaced.

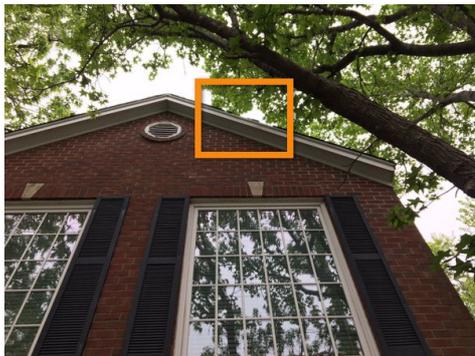
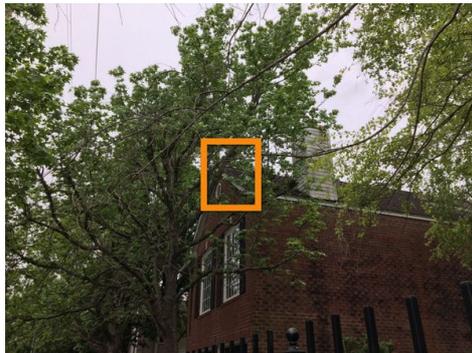
#### 5.4.1 Wear and Deterioration

### DAMAGED SHINGLES

Some damage to shingles were notified that north east corner of the house. The damaged shingles need to be replaced.

Recommendation

Contact a qualified professional.



5.5.1 Roof Details

**DETERIORATED SEALANTS**

We observed sealants that were cracked/separated/missing and repair is needed.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

Seller claims that the sealants and flashing were repaired.



5.5.2 Roof Details

**FLASHING/COUNTER FLASHING**

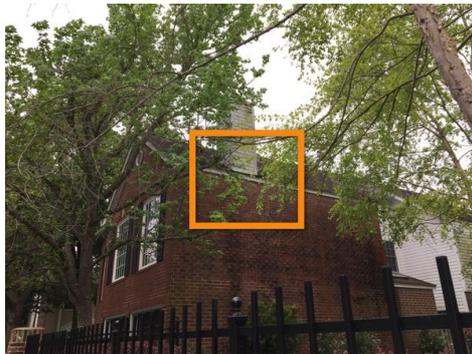
Flashing not secure at the chimney

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

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



5.5.3 Roof Details

**ROOF JACKS**

Lead - Squirrel Damage

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

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



Seller claims that this item was repaired.

5.6.1 Roof Leaks

**OBSERVED ON CEILING**

MASTER BATHROOM

After observing the interior of the structure, evidences of roof leaks were visible, where the ceiling was water damaged. 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**

Seller claims that the skylight was replaced in June of 2022.

Recommendation

Contact a qualified professional.



5.6.2 Roof Leaks

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

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

**Obtain Cost Estimate**

Recommendation

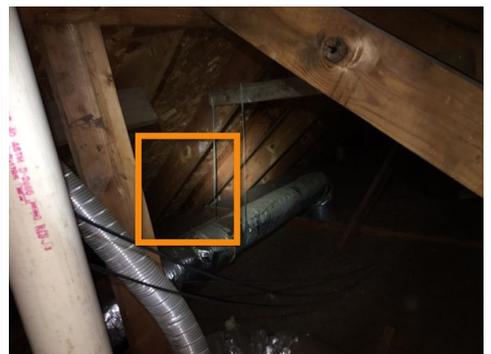
Contact a qualified professional.



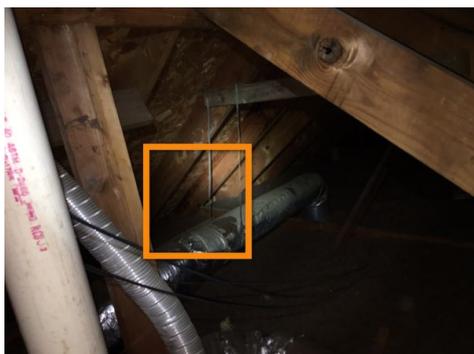
Sewer vent at the northwest corner of the attic



Sewer vent at the northwest corner of the attic



Near the chimney



Near the chimney

## 6: STRUCTURAL FRAMING

### Information

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#### Framing Description: OBSERVATIONS AND CONCLUSIONS

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

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

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



### Recommendations/repair

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## 6.2.1 Attic Framing

**REPAIR - FIRESTOP - SHEETROCK, REPAIR**

The sheetrock on the wall that separated the units at the ends of the attic has holes and did not provide a continuous surface. This condition can be a fire hazard, and the sheetrock should be repaired.

**Obtain Cost Estimate**

## Recommendation

Contact a qualified professional.

Work has not been done for this.



## 6.4.1 Rafters

**RAFTER NOT FLUSH ON RIDGE BEAM**

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

**Obtain Cost Estimate**

## Recommendation

Contact a qualified professional.

Work has not been done on this.



## 6.19.1 STRUCTURAL FRAMING CONCLUSION

**REPAIRS NEEDED**

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

**Obtain Cost Estimate**

## Recommendation

Contact a qualified professional.

# 7: WATER PENETRATION

## Information

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

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

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

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

## Recommendations/repair

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7.1.1 Water Penetration

**WATER STAINS/WATER DAMAGE**

Seller claims no leak was found. These have been painted over.

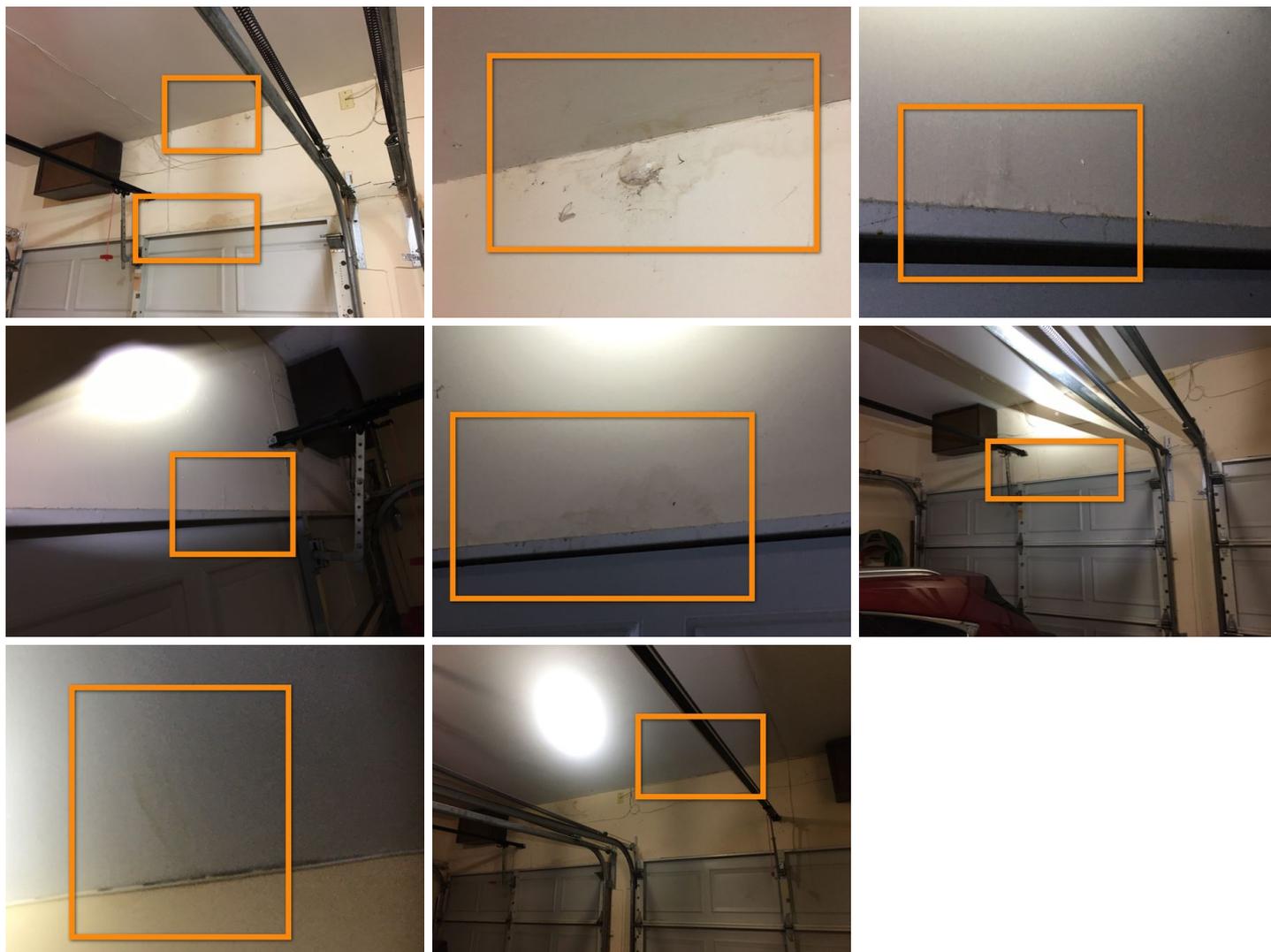
EAST SIDE OF THE GARAGE CEILING AND OVERVTHE GARAGE DOORS.

Evidences of water penetration to the interior of the structure were observed, including water stains/water damaged materials. The source of the water penetration appears to be related to a lack of proper sealant at the exterior joints around the living room windows. Further investigation is recommended with service companies to determine the source(s) of the water penetration along with any secondary damages, and also to provide a cost estimate for any needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



7.1.2 Water Penetration

Seller does not know if these have been fixed.

**WATER STAINS/WATER DAMAGE**

FRONT DOOR

Evidences of water penetration to the interior of the structure were observed, including water damaged materials. The source of the water penetration appears to be related to a lack of proper sealant at the exterior joints of the door. Further investigation is recommended with service companies to determine the source(s) of the water penetration along with any secondary damages, and also to provide a cost estimate for any needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



Seller said they have not done work regarding this.

7.1.3 Water Penetration

**VULNERABILITY TO WATER PENETRATION**

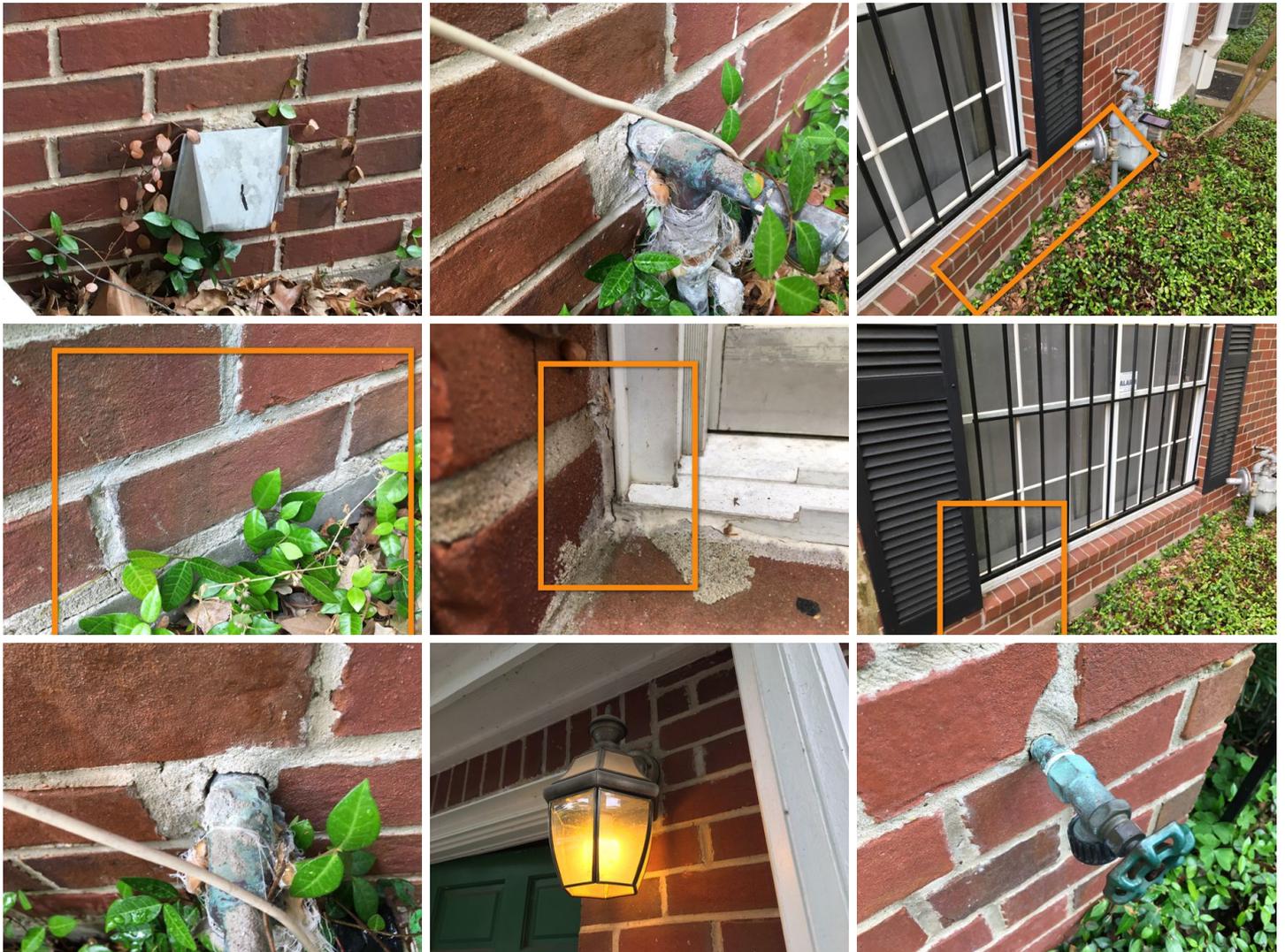
Deteriorated Sealants, Light Fixtures, Piping, Hose Bibb, Sealants deteriorated/missing, Caulking Cracked/Missing, Window sealants, Vent Caps

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

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



## 8: FIREPLACE/CHIMNEY

### Information

#### FIREPLACE OBSERVATIONS AND CONCLUSIONS

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

#### Metal Fireplace: Location

Living Room



#### Metal Fireplace: Description-Metal Fireplace

Metal Chimney Flue Through Roof, Gas log lighter

The fireplace was a prefabricated metal fireplace that vented by a metal flue pipe to the outside of the house.

#### Metal Fireplace: Burner control

Manual gas shut off valve

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

#### Metal Fireplace: Chimney flue not visible for entire flue

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

**Obtain Cost Estimate**

### Recommendations/repair

#### 8.1.1 Metal Fireplace

#### **METAL CAP RUSTED**

The metal cap on top of the chimney was rusted, and needs to be cleaned and properly sealed to prevent further deterioration.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

Seller does not know if work has been done regarding this.



Seller does not believe work has been done regarding this.

8.1.2 Metal Fireplace

**DAMPER C CLAMP MISSING**

It is pointed out that the damper was not equipped with a spacer device to prevent the damper from closing completely. This device keeps the damper open slightly, even when it is in the closed position, to prevent combustion gases from building up in the living space should the gas log be operated when the damper is closed. It is recommended that the clamp be installed for safety purposes.

**Obtain Cost Estimate**

Recommendation  
Contact a qualified professional.



HEI file photo showing c-clamp in masonry fireplace



HEI file photo showing c-clamp in metal fireplace

Seller does not believe work has been done regarding this.

8.1.3 Metal Fireplace

**SOOT - SOME - CLEAN**

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**

Recommendation

Contact a qualified professional.

Seller does not believe work has been done regarding this.

8.1.4 Metal Fireplace

**GAS LEAK**

The gas line was leaking at the connection. It is recommended to provide the needed repairs.

Recommendation

Contact a qualified professional.



## 9: ATTIC

### Information

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#### OBSERVATIONS AND CONCLUSIONS

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

##### Ladder: Original ladder - Not rated

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



##### Viewed from attic decking

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

##### Insulation: Varied in thickness 4"-5" to 8"-9"

The insulation in the attic varied in thickness from approximately 4-5 inches to approximately 9-10 inches. It is pointed out that the normal amount of insulation for new houses in this area is currently an R38 energy rating, or approximately 14 inches of blown in fiberglass insulation.

##### Table N1102.1.1



### Limitations

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Attic Viewed From

## ATTIC NOT ALL ACCESSIBLE

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

## Recommendations/repair

Seller does not believe work has been done regarding this.

9.1.1 Ladder

### LADDER ATTACHMENT IMPROPER

Nails missing in spring arm pivot, Nails missing in corner brackets, Missing nuts/bolts

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

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



## 9.2.1 Service decking/platform decking

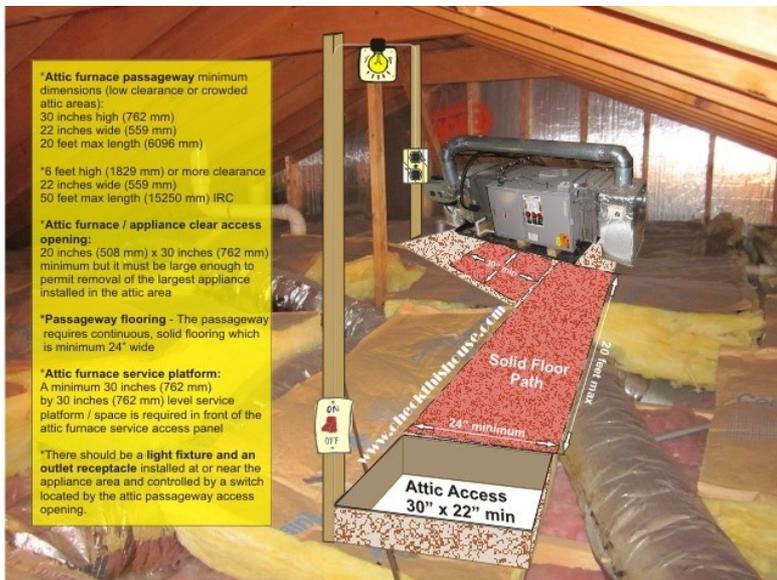
**INADEQUATE WALKWAY DECKING**

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 24 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**

## Recommendation

Contact a qualified professional.



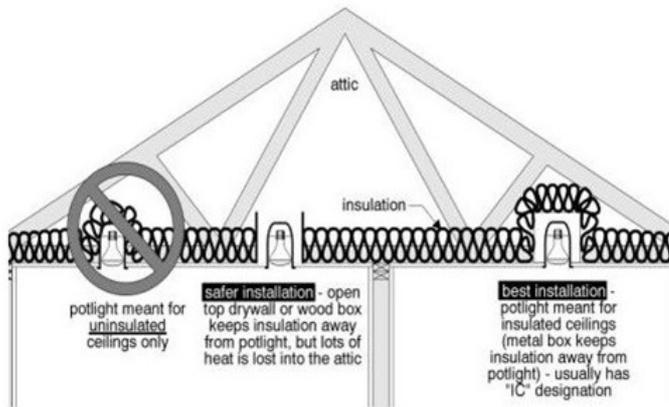
9.4.1 Insulation

**CONTACT WITH RECESSED LIGHTS**

The insulation was in contact with the recessed lights, which can be a fire hazard and shorten the life of the light bulbs. It is recommended that the insulation be pulled back to provide a three inch air space.

**Obtain Cost Estimate**

**Potlights in insulated ceilings**



Seller does not believe work has been done regarding this.

Recommendation

Contact a qualified professional.

9.4.2 Insulation

**INSULATION LOOSE/MISSING - WALLS**

The insulation in the attic was loose/missing at some of the vertical walls, and needs to be repaired.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

Seller does not believe work has been done regarding this.



## 10: EXTERIOR CLADDING

### Recommendations/repair

Seller does not believe work has been done regarding this.

#### 10.3.1 Fiber Cement Siding

#### **DAMAGED AT BOTTOM**

The siding was observed to be damaged at the bottom where it meets the roof and needs to be repaired.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



# 11: EXTERIOR ITEMS

## Information

### OBSERVATIONS AND CONCLUSIONS

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

## Recommendations/repair

11.1.1 Flatwork Concrete/Patios/Walkways

Seller does not believe work has been done regarding this.

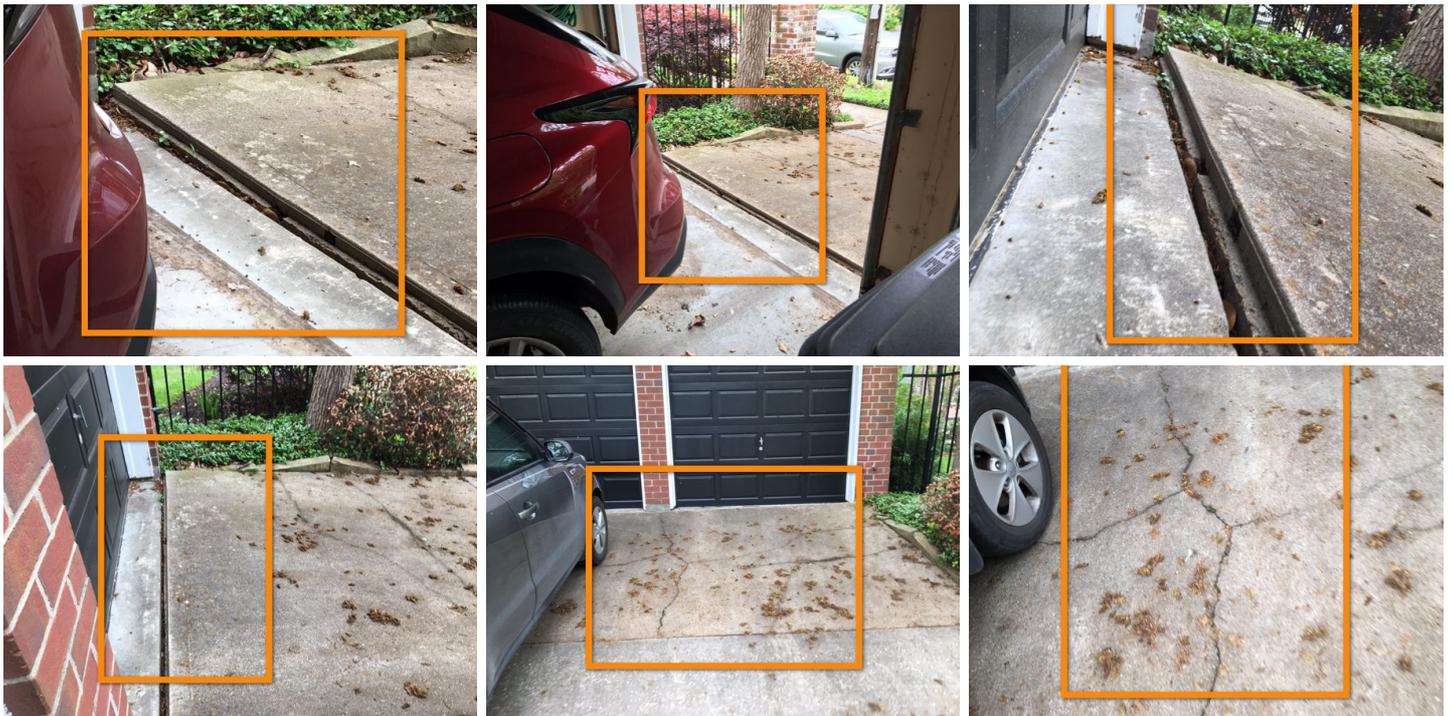
### DRIVEWAY REPAIR

The driveway concrete was cracked and uneven. The damaged portion presents a tripping hazard. It is recommended that a contractor be contacted to provide a cost estimate to make the needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



Seller claims gutters were cleaned.

11.2.1 Gutters and Downspouts

**DEBRIS**

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

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



11.2.2 Gutters and Downspouts

**MINIMAL**

Minimal gutters have been installed on this house, and it is recommended that additional be installed to help control differential foundation movement and prevent wood rot and water entry. Especially at the rear of the house.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

Seller claims additional gutters have been installed. Unit has complete set of gutters.

11.4.1 Wood Rot

**WOOD ROT**

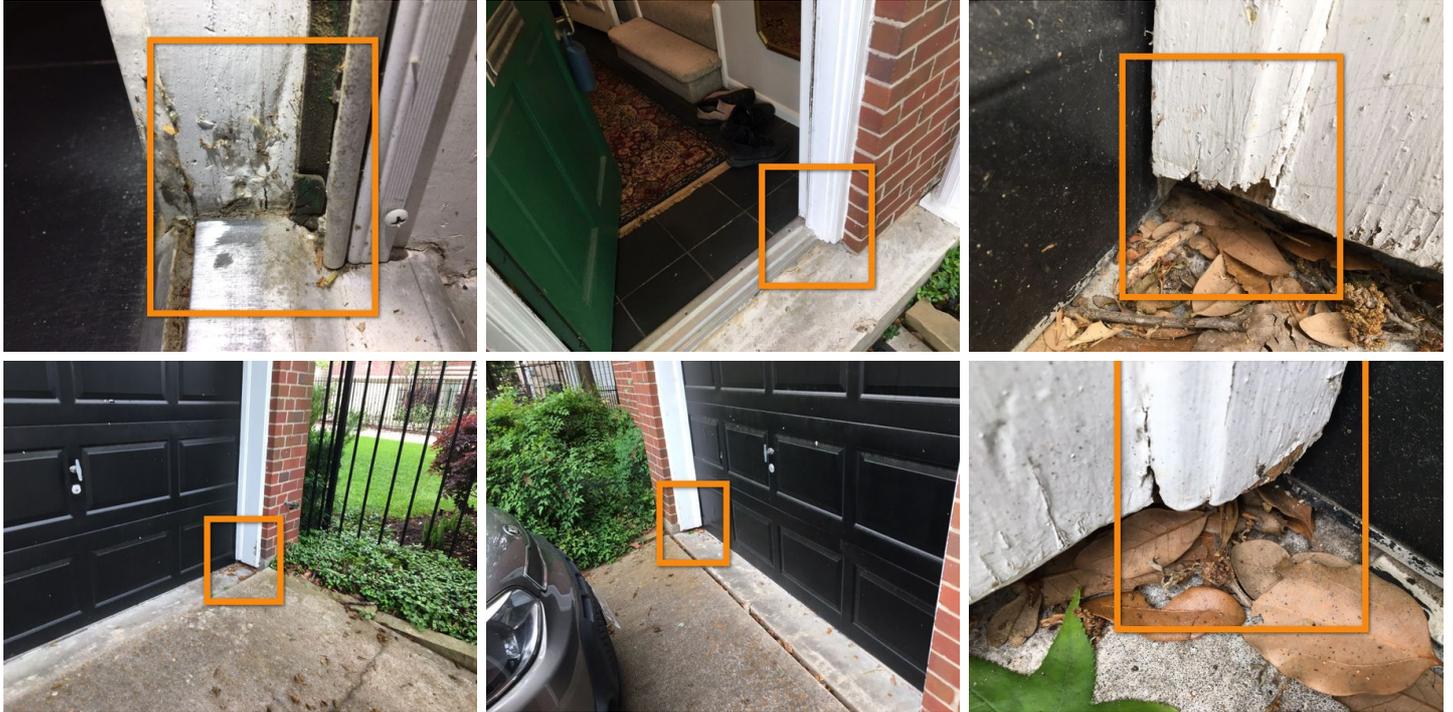
Door Trim at Garage, Door frame of the front door.

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

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



11.9.1 Miscellaneous Exteriors

**BACK WALL OF THE HOUSE**

The rear wall of the house was covered with mildew, especially close to the master bathroom area. While mildew growth on exterior brick is not unusual, certain conditions could allow this to occur. In the case of the back of this house, the roof line finish is flush with the wall without an overhang to allow the runoff water of the roof to drop off the roof away from the house wall. Also, there are big trees near this area and areas with lots of shade have the tendency of holding moisture for longer periods, allowing mildew to thrive. This condition does not appeared to be allowing water into the house since we checked the interior of the wall with a moisture meter, and no higher than normal moisture readings were obtained. Also. no stains or water damage were visible at the interior behind this wall.

It is recommended to install gutters at the rear of the house to minimize this condition. It is also recommended to clean the brick wall by power washing and treating the wall with one of the available treatments for mildew to avoid the fast growth of mildew. Contact a contractor to provide the repairs.

Recommendation

Contact a qualified professional.





# 12: INTERIOR ITEMS

## Information

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### OBSERVATIONS AND CONCLUSIONS

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

#### Doors: Most operating OK

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

#### Doors: Keyed deadbolts

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

##### **R311.4.4**

#### Smoke alarms: Installed at required locations

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

##### **R314.3 Location.**

Smoke alarms shall be installed in the following locations:

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

##### **R314.4 Power source.**

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

##### **R314.5 Interconnection.**

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

## Limitations

**Seller claims house has no security system.**

Smoke alarms

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

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

## Recommendations/repair

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Seller claims work has not been done regarding this.

12.1.1 Doors

**NON-LATCHING**

FOYER CLOSET, AND THE SECOND-FLOOR BEDROOM CLOSET

We observed non-latching doors that were in need of adjustment to the striker plate on the door frame.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

Seller claims work has not been done regarding this.

12.1.2 Doors

**STICKING DOORS**

FOYER CLOSET, AND THE SECOND-FLOOR BATHROOM ( SOUTH DOOR)

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

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

Seller claims work has not been done regarding this.

12.1.3 Doors

**HARDWARE REPAIR**

FRONT DOOR

Doors were observed that had loose hardware in need of repair. Contact a service company to make the needed repairs.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

Seller claims work has not been done regarding this.

12.2.1 Windows

**PLASTIC SEALANT STRIPS LOOSE/DAMAGED/MISSING**

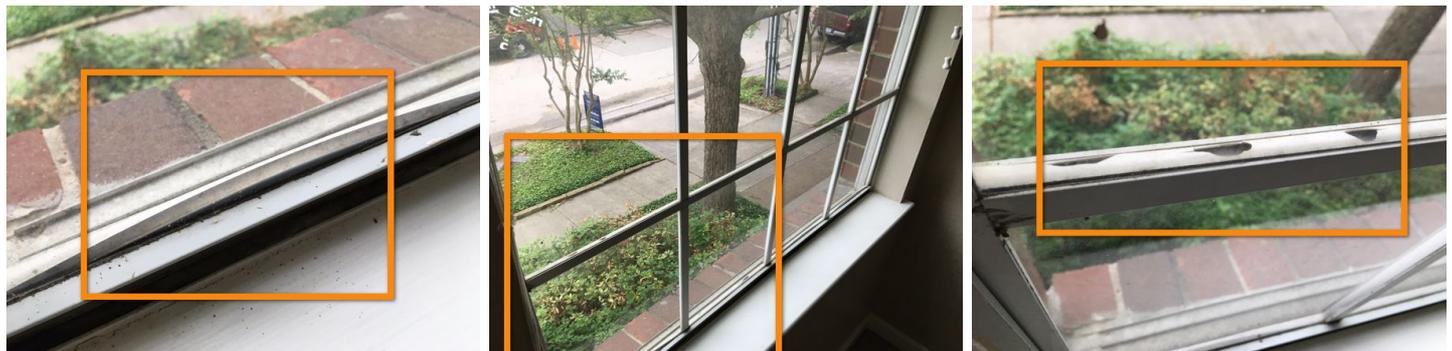
STAIRS

The plastic sealant strips were loose/missing/damaged at the windows.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



## 12.2.2 Windows

Seller claims work has not been done regarding this.

**LOOSE/DAMAGED SPRING**

MASTER BEDROOM

Windows with loose/damaged springs were observed, and the spring(s) need to be repaired.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

Seller claims work has not been done regarding this.

## 12.2.3 Windows

**WINDOWS STUCK**

KITCHEN

Windows that were stuck and hard to open were observed.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

Seller claims work has not been done regarding this.

## 12.2.4 Windows

**WINDOW IN STAIRWELL NOT MARKED AS SAFETY GLASS**

The window(s) at the stairwell did not bear any markings to indicate that it is safety glass (glazing). This can be a hazardous condition should someone trip on the stairway, and it is recommended that the glass be replaced with approved safety glass.

**Obtain Cost Estimate**

R308.4 Hazardous locations

The following shall be considered specific hazardous locations for the purposes of glazing:

10. Glazing adjacent to stairways, landings and ramps within 36 inches (914 mm) horizontally of a walking surface when the exposed surface of the glass is less than 60 inches (1524 mm) above the plane of the adjacent walking surface.

Recommendation

Contact a qualified professional.

## 12.2.5 Windows

Seller claims work has not been done regarding this.

**WINDOW SCREENS MISSING**

MASTER BEDROOM

Window screens were observed to be missing.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

12.2.6 Windows

**WINDOW SCREENS TORN**

SECOND-FLOOR BEDROOM

Window screens were observed to be torn.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

Seller claims work has not been done regarding this.

12.2.7 Windows

**BEDROOM WINDOWS WITH LOCKING DEVICES**

The second floor bedroom window was equipped with a locking device that requires a tool to remove the lock so the window can be opened. This is a safety hazard should there be a fire, and the windows need to be opened in an emergency. It is recommended that the current lock be replaced with a lock that can be quickly opened or removed.

**Obtain Cost Estimate**

R310.1.4

Recommendation

Contact a qualified professional.

Seller claims work has not been done regarding this.

12.3.1 Floor coverings

**FLOOR TILES CRACKED**

SECOND-FLOOR BATHROOM AND THE BALCONY

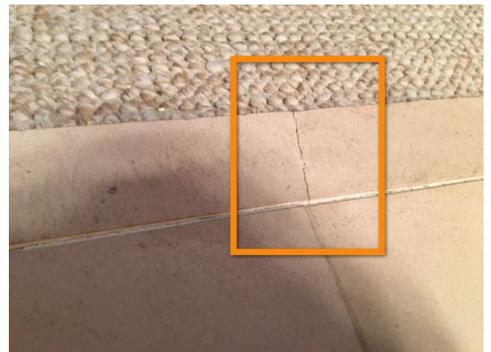
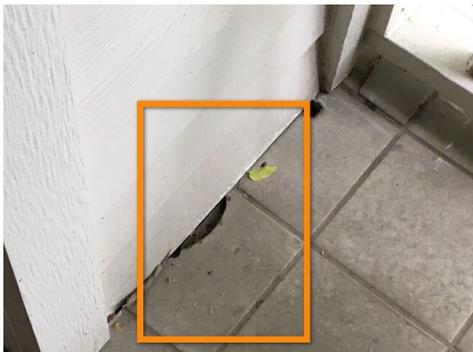
Floor tiles were cracked and it is recommended they be replaced.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.

Seller claims work has not been done regarding this.



## 12.4.1 Sheetrock

Seller claims this has been repaired.

**WATER STAINS UNDER UPSTAIRS BATHROOM****GARAGE**

Water stains were observed at the ceiling. Garage This is located under an upstairs bathroom, and the stain(s) appear to be related to plumbing leaks. Have a plumber and/or a service company find the source of the water stains, and provide a cost estimate for any needed repairs.

**Obtain Cost Estimate**

## Recommendation

Contact a qualified professional.



Seller claims work has not been done regarding this.

## 12.6.1 Carbon monoxide detector

**MISSING**

The house does not meet the current code concerning carbon monoxide alarms which can be a safety issue. If bringing the house up to current code standards is desired, the section below from the 2012 International Residential Code is the current requirements for carbon monoxide alarms in a home.

**Obtain Cost Estimate****R315.1 Carbon monoxide alarms.**

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

## Recommendation

Contact a qualified professional.

12.7.1 Stairs/Handrails/Guardrails

**HANDRAIL NOT TERMINATED INTO WALL**

The handrails for the stairway were not constructed according to the current building code standards, which is expected given the age of the house. Therefore, the ends of the handrails do not terminate into the wall, which could allow loose clothing or a purse or bag to catch on the open end, causing tripping and/or falling down the stairs.

**311.7.8.2**

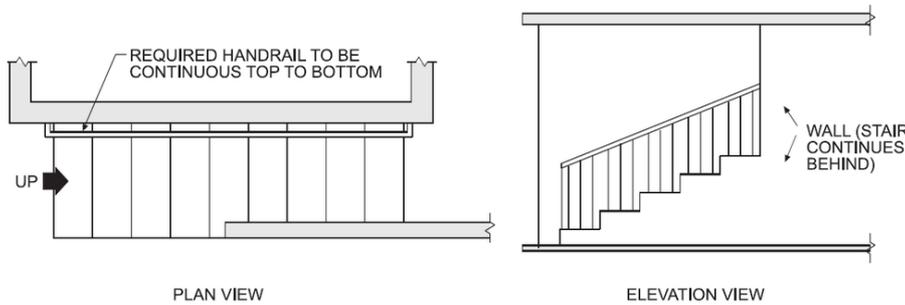


Figure R311.7.8.2 HANDRAILS

Recommendation

Contact a qualified professional.

Seller claims work has not been done regarding this.

12.7.2 Stairs/Handrails/Guardrails

**GUARDRAIL BALUSTERS > 4"**

The guardrail was not constructed according to the current building code standards. Therefore, the width between the balusters is greater than four inches. If this condition is of a concern to you, then further investigation with a contractor is recommended.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



Seller claims work has not been done regarding this.

12.7.3 Stairs/Handrails/Guardrails

**GUARDRAIL LOOSE**

The guardrail was loose and needs to be secured.

**Obtain Cost Estimate**

Recommendation

Contact a qualified professional.



# 13: CLOSE

## Information

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### CLOSE

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

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

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

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

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

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

At your service,

Tim Hedderman

Registered Professional Engineer #51501

Texas Firm Number: 7942



# 14: RECEIPT PAGE

## Information

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**HEDDERMAN ENGINEERING, INC.**

[www.heddermanengineering.com](http://www.heddermanengineering.com) Office 281-355-9911 Fax 281-355-9903 [office@heddermanengineering.com](mailto:office@heddermanengineering.com)

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04/15/2021

TO: Jim Pinckley

REF: Inspection of the property at 1634A Park St, Houston TX 77019.

Total cost of inspection: \$550.00

Total Paid: \$550.00

Total Due: - 0 -

# 15: SERVICE AGREEMENT

## Information

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

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

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

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

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

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

**NAME OF CLIENT(S):** Jim Pinckley

**DATE OF INSPECTION:** 04/15/2021

**PROPERTY ADDRESS:** 1634A Park St, Houston TX 77019

#### Purpose of inspection

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

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

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

### Scope of inspection

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

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

#### Structural:

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

#### Mechanical:

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

#### Plumbing:

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

#### Electrical:

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

#### Lawn Sprinkler:

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

#### Pool:

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

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

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

#### Reinspections:

HEI typically does not perform reinspections on the property. However, if we agree to return to the property, it is with the understanding that we are not certifying the adequacy of any repair work that has been done, and there will be an additional fee charged. This is also true for conditions that are beyond the control of the inspector and hinder the inspector during the inspection, such as inclement weather, lack of adequate access to attics, crawlspaces, or other areas, utilities that are off, non-functional equipment, etc. If a return trip to the house is requested to finish items that were not able to 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 reinspection by HEI as agreed above.** You agree that failure to comply with this procedure shall result in your express release of all claims Client may have against HEI, known and unknown, related to the item complained about and any related alleged act or omission by HEI.

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**LIMITATION OF LIABILITY: In any event the inspector fails to fulll 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 that otherwise provided by law.

Acceptance of Report

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

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

**I HAVE READ AND ACCEPT THIS AGREEMENT**