# Seller's Disclosure Packet 115 Colonel Drive



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

# **SELLER'S DISCLOSURE NOTICE**



09-01-2023

115 Colonel Drive, Richmond, TX 77469 CONCERNING THE PROPERTY AT\_\_\_\_\_

(Street Address and City)

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

Y_Range	Y_Oven	Y_Microwave
Y_Dishwasher	N_Trash Compactor	Y_Disposal
Y Washer/Dryer Hookups	Window Screens	Y_Rain Gutters
Y Security System	U Fire Detection Equipment	N Intercom System
	Y Smoke Detector	
	U Smoke Detector-Hearing Impaired	
	Y Carbon Monoxide Alarm	
	N Emergency Escape Ladder(s)	
N TV Antenna	Y Cable TV Wiring	N Satellite Dish
Y Ceiling Fan(s)	N_Attic Fan(s)	Y Exhaust Fan(s)
Y Central A/C	Y Central Heating	N Wall/Window Air Conditioning
Y Plumbing System	N Septic System	Y Public Sewer System
N_Patio/Decking	N_Outdoor Grill	Y Fences
N Pool	N Sauna	N Spa N Hot Tub
N Pool Equipment	N Pool Heater	N Automatic Lawn Sprinkler System
N Fireplace(s) & Chimney (Wood burning)		Fireplace(s) & Chimney Y (Mock)
Y Natural Gas Lines	-	Y Gas Fixtures
U Liquid Propane Gas:	LP Community (Captive) LP on Property	у
	Black Iron Pipe Corrugated Stainless Steel T	
Garage: 2 Attached	Not Attached Carpor	t
Garage Door Opener(s): 1	Electronic 4 Control(s)	
Water Heater: Y	Gas Electric	
Water Supply:	City Well	Y MUD Co-op
Roof Type: Co	mposition Shingle Age:	Approx 4 yrs (approx.)
	//gc	
	f the above items that are not in working condition D Unknown. If yes, then describe. (Attach add	
see attached inspection r	report, Buyer is encouraged to conduct h	is or her own inspection and
investigation.		

Seller's Disclosure Notice Concerning the	Property at11		
766. Health and Safety Code?* 🗌 Ye	s 🥅 No 🔀 Unkno	n accordance with the wn. If the answer to	smoke detector requirements of Chapter this question is no or unknown, explain
in accordance with the smoke d	etector requireme	ents of Chapter 766	6, Health and Safety Code or not.
installed in accordance with the required including performance, location, and effect in your area, you may check unk require a seller to install smoke detect will reside in the dwelling is hearing im a licensed physician; and (3) within 10 smoke detectors for the hearing impair	rements of the build power source require nown above or conta ors for the hearing im paired; (2) the buyer days after the effectiv ed and specifies the l	ing code in effect in t ments. If you do not ct your local building o paired if: (1) the buye gives the seller written e date, the buyer make ocations for the installa	he area in which the dwelling is located, know the building code requirements in official for more information. A buyer may er or a member of the buyer's family who evidence of the hearing impairment from es a written request for the seller to install ition. The parties may agree who will bear
if you are not aware.		any of the following?	Write Yes (Y) if you are aware, write No (N) N Floors
			N Windows
		p/Slab(s)	N Sidewalks
			N Intercom System
			N Lighting Fixtures
		,	
If the answer to any of the above is yes, crack on drive way.	explain. (Attach add	itional sheets if necessa	ary):
N Active Termites (includes wood o	-	N Previous Strue	vare, write No (N) if you are not aware. ctural or Roof Repair
	eeding Repair		
			ehyde Insulation
	d Front		
			-
		N Subsurface St	ructure or Pits
	Does the property have working smok 766, Health and Safety Code?* [ Ye (Attach additional sheets if necessary): in accordance with the smoke d Chapter 766 of the Health and Safety installed in accordance with the requi including performance, location, and perfect in your area, you may check unk require a seller to install smoke detects will reside in the dwelling is hearing im a licensed physician; and (3) within 10 smoke detectors for the hearing impair the cost of installing the smoke detector Are you (Seller) aware of any known de if you are not aware. N Interior Walls N Exterior Walls N Exterior Walls N Plumbing/Sewers/Septics Other Structural Components (D If the answer to any of the above is yes, crack on drive way. Are you (Seller) aware of any of the follow N Active Termites (includes wood of N Termite or Wood Rot Damage Ne N Previous Termite Damage N Previous Termite Treatment N Improper Drainage N Water Damage Not Due to a Flood N Landfill, Settling, Soil Movement,	Does the property have working smoke detectors installed i         766, Health and Safety Code?*       Yes       No       Winknows         (Attach additional sheets if necessary):       Property does have         in accordance with the smoke detector requirements         Chapter 766 of the Health and Safety Code requires one-fa         installed in accordance with the requirements of the build         including performance, location, and power source require         effect in your area, you may check unknown above or conta         require a seller to install smoke detectors for the hearing im         will reside in the dwelling is hearing impaired; (2) the buyer of         a licensed physician; and (3) within 10 days after the effective         smoke detectors for the hearing impaired and specifies the lot         the cost of installing the smoke detectors and which brand o         Are you (Seller) aware of any known defects/malfunctions in         if you are not aware.       N         N       Interior Walls       N         N       Exterior Walls       N         N       Netorors       Y         N       Plumbing/Sewers/Septics       N         Electrical S       Other Structural Components (Describe):	Charter Address           Does the property have working smoke detectors installed in accordance with the frequirements of Chapter 766           In accordance with the smoke detector requirements of Chapter 766           Chapter 766 of the Health and Safety Code requires one-family or two-family dwinstalled in accordance with the requirements of the building code in effect in the including performance, location, and power source requirements. If you do not effect in your area, you may check unknown above or contact your local building cequire a seller to install smoke detectors for the hearing impaired if. (1) the buye will reside in the dwelling is hearing impaired; (2) the buyer gives the seller written a licensed physician; and (3) within 10 days after the effective date, the buyer makes smoke detectors for the hearing impaired and specifies the locations for the installat the cost of installing the smoke detectors and which brand of smoke detectors to in the revol (Seller) aware of any known defects/malfunctions in any of the following? If you are not aware.           N         Interior Walls         N         Ceilings           N         Exterior Walls         N         Doors           N         Reof         N         Foundation/Slab(s)           N         Walls/Fences         Y         Driveways           Other Structural Components (Describe):

\* A single blockable main drain may cause a suction entrapment hazard for an individual.

	Seller's Disclosure Notice Concerning the Property at
5.	Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair? $\Box$ Yes (if you are aware) $\boxtimes$ No (if you are not aware). If yes, explain (attach additional sheets if necessary).
6.	Are you (Seller) aware of any of the following conditions?* Write Yes (Y) if you are aware, write No (N) if you are not aware. NPresent flood insurance coverage
	NPrevious flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir
	NPrevious water penetration into a structure on the property due to a natural flood event
	Write Yes (Y) if you are aware, and check wholly or partly as applicable, write No (N) if you are not aware.
	N Located 🔿 wholly 🔿 partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)
	N Located 🔿 wholly 🔿 partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))
	N Located () wholly () partly in a floodway
	N Located O wholly O partly in a flood pool
	N Located O wholly O partly in a reservoir
	If the answer to any of the above is yes, explain (attach additional sheets if necessary):
	<ul> <li>*For purposes of this notice:</li> <li>"100-year floodplain" means any area of land that: <ul> <li>(A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as</li> </ul> </li> <li>Zone A, V, A99, AE, AO, AH, VE, or AR on the map; <ul> <li>(B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and</li> <li>(C) may include a regulatory floodway, flood pool, or reservoir.</li> <li>"500-year floodplain" means any area of land that: <ul> <li>(A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and</li> <li>(B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.</li> <li>"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.</li> <li>"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency</li> </ul> </li> <li>Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).</li> <li>"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation of more than a designated height.</li> <li>"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.</li> </ul> </li> </ul>
7.	Have you (Seller) ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)?* 🗌 Yes 🔀 No. If yes, explain (attach additional sheets as necessary):
	*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

8. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the property? 🗌 Yes 🔀 No. If yes, explain (attach additional sheets as necessary):

Seller	r's Disclosure Notice Concerning the Prope	erty at	115 Colonel Drive, Richmond, TX 7740 (Street Address and City)	69 Page 4
Are y	ou (Seller) aware of any of the following	)? Write Yes	s (Y) if you are aware, write No (N) if you are not	aware.
Ν	Room additions, structural modification _compliance with building codes in effe		alterations or repairs made without necessary me.	permits or not in
Ν	Homeowners' Association or maintena	nce fees or	assessments.	
Ν	Any "common area" (facilities such as p with others.	oools, tenni	s courts, walkways, or other areas) co-owned in	undivided interest
Ν	Any notices of violations of deed restric Property.	ctions or go	overnmental ordinances affecting the condition	or use of the
Ν	Any lawsuits directly or indirectly affect	ting the Pro	operty.	
N	Any condition on the Property which n	naterially af	fects the physical health or safety of an individu	ıal.
Ν	Any rainwater harvesting system locate supply as an auxiliary water source.	ed on the p	roperty that is larger than 500 gallons and that	uses a public water
N	_Any portion of the property that is loca	ated in a gro	oundwater conservation district or a subsidence	e district.
lf the	e answer to any of the above is yes, expla	ain. (Attach	additional sheets if necessary):	
Insta the li locat	Illation Compatible Use Zone Study or Jon nternet website of the military installation	oint Land U	n noise and compatible use zones is available lse Study prepared for a military installation an the county and any municipality in which the	d may be accessed on
Chi H	bang 10/30/23 5:49 PM CDT W80P-ZDMD-QILF-84MZ	10/30/2023	10/30/	23 5:47 PM CDT 4EG-2VRS-X7RB 10/30/2023
inature of	f Seller	Date	Signature of Seller	Date
he unde	ersigned purchaser hereby acknowledge	es receipt of	the foregoing notice.	
inature of	Purchaser	Date	Signature of Purchaser	Date
anature of	f Purchaser	Date	Signature of Purchaser	Date

# EXHIBIT "A"

# NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT

The real property that you are about to purchase is located in Plantation Municipal Utility District (the "District") and may be subject to district taxes or assessments. The District may, subject to voter approval, impose taxes and issue bonds. The District may impose an unlimited rate of tax in payment of such bonds. The current rate of the District property tax is \$0.5205 on each \$100 of assessed valuation.

The total amount of bonds payable wholly or partly from property taxes approved by the voters, excluding refunding bonds that are separately approved by the voters, is:

(i) \$79,000,000 for water, sewer, and drainage facilities.

The aggregate initial principal amount of all such bonds issued is:

(i) \$13,145,000 for water, sewer, and drainage facilities.

The District is located wholly or partly in the extraterritorial jurisdiction of the City of Sugar Land. Texas law governs the ability of a municipality to annex property in the municipality's extraterritorial jurisdiction and whether a district that is annexed by the municipality is dissolved.

The purpose of this District is to provide water, sewer, drainage, flood control, firefighting, and parks and recreational facilities and services. The cost of District facilities is not included in the purchase price of your property. The legal description of the property which you are acquiring is described in <u>Exhibit "A"</u> attached hereto and made a part hereof.

Date:			Tu Chi Hod	ng			dotloop verified 11/02/23 4:55 PM XSDJ-DWUR-GIIG-		eller
			Name:						
THE STATE OF TEXAS	ş								
COUNTY OF	§ §								
This instrument	was	acknowledged	before	me	on	this		day	of
	, 20	, by	•						

Notary Public in and for the State of T E X A S

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property or at closing of purchase of the real property.

Date:	, Purchaser
	By: Name: Title:
THE STATE OF TEXAS § S COUNTY OF §	
	edged before me on this day of
	Notary Public in and for the State of T E X A S

(SEAL)

684335\_1.docx

# **R** | RedfinNow

# **Summary of Work**

- Cleaning: Custom Clean
- Drywall: Remove/Replace Drywall
- Drywall: Texture Drywall
- Plumbing: Water Heater Exhaust Pipe
- Carpet: Supply/Install Level 2 Carpet (25 oz patterned w/6 lb 3/8 in pad). LABOR & MATERIALS
- Plumbing: Install Bathtub Faucet (Diverter)
- \*Carpet Extra: Per Stairway. LABOR ONLY
- Specialty Cleaning: Clean dryer vent
- LVP: Supply/Install Level 2 Floating LVP 20 mil LABOR & MATERIALS
- Trim: Baseshoe/quarterround. LABOR & MATERIALS
- Demo: Remove & haul existing tile flooring. LABOR & HAUL
- LVP: Transition Strips Budget. LABOR & MATERIALS
- Cleaning: Exterior Power Wash
- Backsplash: Tile Installation Backsplash
- Demo: Demo Tile Backsplash Kitchen
- Appliances: Install Microwave. LABOR
- Appliances: Install Gas Stove/Range. LABOR
- Lighting: Install Chandelier
- Lighting: Install Chandelier
- Lighting: Install Ceiling Fan
- Lighting: Install Additional Light Fixture
- Lighting: Supply/Install New Can Light
- Hardware: Install Pull Handle/Knob (includes drilling new holes)
- Hardware: Install Doorknob/Handle

# **R** | RedfinNow

# **Summary of Work**

- Hardware: Install Dummy Door Knob
- COSUPPLIES Appliances: Supply 30" Freestanding Gas Range Stainless Steel
- CO SUPPLIES Appliances: Supply 1.7 cuft Over-the-Range (OTR) Microwave Stainless Steel
- SUPPLIES Tile: Supply Non-Sanded Grout Wall Tile
- SUPPLIES Backsplash: Supply Backsplash Tile Jeffrey Court Jet Stream White 10.125 in. x 11.125 in. Herringbone Honed Marble Floor and Wall Mosaic Tile
- SUPPLIES Backsplash: Supply Schluter Backsplash Tile
- SUPPLIES Backsplash: Supply Mastic Backsplash Tile
- SUPPLIES Hardware: Liberty Elegant Luxe 3 in. (76mm) Center-to-Center Satin Nickel Drawer Pull
- SUPPLIES Hardware: MOD, TRA: Supply Passage Door Knob Schlage Georgian Satin Nickel
- SUPPLIES Hardware: MOD, TRA: Supply Privacy Door Knob Schlage Georgian Satin Nickel
- SUPPLIES Hardware: MOD, TRA: Supply Schlage Georgian Satin Nickel Dummy Door Knob
- SUPPLIES Lighting: Supply Westinghouse Stella Mira 6-Light Brushed Nickel Chandelier
- SUPPLIES Lighting: Supply Home Decorators Collection Mercer 52 in. LED Indoor Brushed Nickel Ceiling Fan with Light Kit and Remote Control
- SUPPLIES Lighting: Supply 6" Retrofit Can Light
- SUPPLIES Lighting: Supply Hampton Bay Stetson 11 in. 1-Light Brushed Nickel Selectable CCT LED Flush Mount
- CO: Drywall: Drywall Repair
- Co: Cleaning: Exterior Power Wash
- CO: Tile: Supply/Install Backer Board Wall Tile
- CO: Painting: Interior Repaint Add-On: Scaffolding
- CO: Plumbing: Remove and replace toilet for flooring project
- CO: Cleaning: Refresh Clean
- CO: Demo & sheetrock light box

# **R** | RedfinNow

# **Summary of Work**

- CO: Cleaning: Specialty Cleaning
- CO: Drywall: Supply, install, tape and float 1/2" drywall ready for paint
- CO: Demo: Debris Hauling & Trash Out
- CO: Drywall: Supply, install, tape and float 1/2" drywall ready for paint
- CO:Cleaning: Refresh Clean
  - 0



# SUPER INSPECTOR HOUSTON

Assistant@yoursuperinspector.com



# TREC REI 7-6 SUPER INSPECTOR RESIDENTIAL INSPECTION

115 Colonel Dr Richmond, TX 77469



Inspector Chris Pinina Trec 24606 832-247-2136 cpinina@yoursuperinspector.com





# **PROPERTY INSPECTION REPORT FORM**

RedfinNow Borrower LLC	05/26/2022 2:00 pm
Name of Client	Date of Inspection
115 Colonel Dr, Richmond, TX 77469	
Address of Inspected Property	
Chris Pinina	Trec 24606
Name of Inspector	TREC License #
Name of Sponsor (if applicable)	TREC License #

## PURPOSE OF INSPECTION

A real estate inspection is a visual survey of a structure and a basic performance evaluation of the systems and components of a building. It provides information regarding the general condition of a residence at the time the inspection was conducted. *It is important* that you carefully read ALL of this information. Ask the inspector to clarify any items or comments that are unclear.

## **RESPONSIBILITY OF THE INSPECTOR**

This inspection is governed by the Texas Real Estate Commission (TREC) Standards of Practice (SOPs), which dictates the minimum requirements for a real estate inspection.

The inspector IS required to:

- use this Property Inspection Report form for the inspection;
- inspect only those components and conditions that are present, visible, and accessible at the time of the inspection;
- indicate whether each item was inspected, not inspected, or not present;
- indicate an item as Deficient (D) if a condition exists that adversely and materially affects the performance of a system or component **OR** constitutes a hazard to life, limb or property as specified by the SOPs; and
- explain the inspector's findings in the corresponding section in the body of the report form.

The inspector IS NOT required to:

- identify all potential hazards;
- turn on decommissioned equipment, systems, utilities, or apply an open flame or light a pilot to operate any appliance;
- climb over obstacles, move furnishings or stored items;
- prioritize or emphasize the importance of one deficiency over another;
- provide follow-up services to verify that proper repairs have been made; or
- inspect system or component listed under the optional section of the SOPs (22 TAC 535.233).

# **RESPONSIBILTY OF THE CLIENT**

While items identified as Deficient (D) in an inspection report DO NOT obligate any party to make repairs or take other actions, in the event that any further evaluations are needed, it is the responsibility of the client to obtain further evaluations and/or cost estimates from qualified service professionals regarding any items reported as Deficient (D). It is recommended that any further evaluations and/or cost estimates take place prior to the expiration of any contractual time limitations, such as option periods.

**Please Note:** Evaluations performed by service professionals in response to items reported as Deficient (D) on the report may lead to the discovery of additional deficiencies that were not present, visible, or accessible at the time of the inspection. Any repairs made after the date of the inspection may render information contained in this report obsolete or invalid.

#### **REPORT LIMITATIONS**

This report is provided for the benefit of the named client and is based on observations made by the named inspector on the date the inspection was performed (indicated above).

ONLY those items specifically noted as being inspected on the report were inspected.

This inspection IS NOT:

- a technically exhaustive inspection of the structure, its systems, or its components and may not reveal all deficiencies;
- an inspection to verify compliance with any building codes;
- an inspection to verify compliance with manufacturer's installation instructions for any system or component and DOES NOT imply insurability or warrantability of the structure or its components.

#### NOTICE CONCERNING HAZARDOUS CONDITIONS, DEFICIENCIES, AND CONTRACTUAL AGREEMENTS

<u>Conditions may be present in your home that did not violate building codes or common practices in effect when the home was constructed but are considered hazardous by today's standards. Such conditions that were part of the home prior to the adoption of any current codes prohibiting them may not be required to be updated to meet current code requirements. However, if it can be reasonably determined that they are present at the time of the inspection, the potential for injury or property loss from these conditions is significant enough to require inspectors to report them as Deficient (D). Examples of such hazardous conditions include:</u>

- malfunctioning, improperly installed, or missing ground fault circuit protection (GFCI) devices and arc-fault (AFCI) devices;
- ordinary glass in locations where modern construction techniques call for safety glass;
- malfunctioning or lack of fire safety features such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- malfunctioning carbon monoxide alarms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices;
- lack of electrical bonding and grounding; and
- lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

Please Note: items identified as Deficient (D) in an inspection report DO NOT obligate any party to make repairs or take other actions. The decision to correct a hazard or any deficiency identified in an inspection report is left up to the parties to the contract for the sale or purchase of the home.

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions.

INFORMATION INCLUDED UNDER "ADDITIONAL INFORMATION PROVIDED BY INSPECTOR", OR PROVIDED AS AN ATTACHMENT WITH THE STANDARD FORM, IS NOT REQUIRED BY THE COMMISSION AND MAY CONTAIN CONTRACTUAL TERMS BETWEEN THE INSPECTOR AND YOU, AS THE CLIENT. THE COMMISSION DOES NOT REGULATE CONTRACTUAL TERMS BETWEEN PARTIES. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY CONTRACTUAL TERM CONTAINED IN THIS SECTION OR ANY ATTACHMENTS, CONSULT AN ATTORNEY.

#### ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

Occupancy: Occupied, Furnished In Attendance: Owner Temperature : 90 to 100 Weather Conditions: Clear Type of Building: Single Family The direction the building faces for orientation purposes.: East Inaccessible / obstructed components areas:



Possible hidden damage:

Where deteriorated or missing caulk/mortar joints, roof coverings/flashing/decking, wall penetrations, high soil, negative drainage, or conducive conditions for wood destroying insects are notated as deficient within structural systems, it should be assumed that moisture penetration may have occurred and hidden damage may be present.

Important Scope And Limitations:

dotloop signature verification: dtlp.us/pS4n-bClb-GqGy



#### Repair Cost Guide:

A **Repair Cost Guide** is provided as a courtesy to our clients and their real estate agents at **www.yoursuperinspector.com**. The dollar values reflect our partner contractor recommendations and/or national averages for the region.

Estimating repair costs are often limited by the non-invasive scope of the inspection itself as outlined by the standards of practice and your inspection agreement. Purchasers of real property are encouraged to seek further onsite evaluation by qualified professionals when recommended in the report. The onsite costs of work to be completed by qualified contractors may vary based on the actual scope of work and materials needed.

**Super Team Services**, a partner of Super Inspector, is available if you need help prioritizing repairs or producing cost estimations. Once you take possession of the home, **STS Handyman and Renovations** is available for all your repair and make ready needs.

Call or text 817-MYSUPER (817-697-8737) or visit www.SuperTeamServices.com to learn more.

#### Spectora Report Tools:

Your Spectora report software is equipped with a "Report Tools" feature. There are two tools which can assist in the preparation of repair request lists, priority cost estimations, and/or TREC contract addenda. The "Report Tools" feature is located at the top right hand corner of the online report view. The following tools are available:

- **Observations Copy-and-Paste Text** This feature allows you to view the report deficiencies as plain text without pictures. The deficiencies can be sorted by category, and you can cut and paste selected remarks for use in other documentation.
- **Repair Builder Tool** This feature allows you to build a PDF document utilizing the remarks and pictures related to specific deficiencies. You have the option of requesting a credit for specific items, making specific comments regarding the repair or replacement of specific items, or both.

*Click HERE* to watch a brief video overview of how to use the **Spectora Report Tools**. Also, feel free to call our *Super Team Services* office at 817-697-8737 and we will walk you through how to utilize the Report Tool features.

The Report Tools can be used in conjunction with the **Repair Cost Guide** below to make cost estimations for requested repairs and/or treatments.

#### *Further Evaluation:*

It is highly recommended that clients seek the opinion of a qualified contractor when the report advises "further evaluation," especially involving major mechanical systems and potential water penetration. The typical rates for contractors to perform further evaluation are listed below. In some cases the fee can be applied to the cost of repairs. The majority of agents work with a team of preferred contractors. If the client or agent needs assistance in connecting a qualified contractor, Super Concierge is happy to help. Call 817-697-8737.

- Foundation Engineered Report: \$500 \$1,000
- Foundation Contractor Report: \$150 \$300
- Roofing Contractor: \$100 \$300
- Licensed Electrician: \$200 \$700
- Licensed Plumber: \$150 \$400
- HVAC Technician: \$125 \$300
- Qualified Contractors: Free to \$150

nond, TX 77469 - May 26, 2	1022	
NP=Not Present	D=Deficient	
	<u>_</u>	

# I. STRUCTURAL SYSTEMS

#### 🛛 🗆 🖾 🖾 A. Foundations

Type of Foundation: Post-Tension Cable

Comments:

(An opinion on performance is mandatory.): This inspector is not a structural engineer. The client should have an engineer give an evaluation if any concerns exists about the potential for future movement.

For more information concerning foundation maintenance click this link http://yoursuperinspector.com/foundation-problems/

#### Post tension slab description:

Bonded post-tensioned concrete is the descriptive term for a method of applying compression after pouring concrete and during the curing process. The concrete is cast around a plastic, steel, or aluminum curved duct, to follow the area where otherwise tension would occur in the concrete element.

A set of tendons is fished through the duct and the concrete is poured. Once the concrete has hardened, the tendons are tensioned by hydraulic jacks that react (push) against the concrete member itself. When the tendons have stretched sufficiently, according to the design specifications, they are wedged in position and maintain tension after the jacks are removed, transferring pressure to the concrete. The duct is then grouted to protect the tendons from corrosion.

This method is commonly used to create monolithic slabs for house construction in locations where expansive soils create problems for the typical perimeter foundation. All stresses from seasonal expansion and contraction of the underlying soil are taken into the entire tensioned slab, which supports the building without significant flexure.



*Foundation Performance Opinion:* Seasonal Differential Movement: In my opinion the foundation appears to be adequately supporting the structure at this time. This opinion is based on limited visual evidence present at the time of the inspection. There is evidence of structural movement: as detailed in subsequent sections of this report. The movement appears to be correlated to long term differential movement that occurs as soil under and around the house shifts as a result of naturally occurring changes in environmental conditions. -

#### Foundation Measurements:

Random 1st story floor surface measurements were taken with a Zip Level. Allowances were made for the difference in floor covering. Zero reference is rechecked for repeatability. The measurements are reported in the diagram below. It should be noted that foundations may reveal some unevenness due to workmanship (as built). Therefore, measurements do not necessarily represent the actual degree of deflection from differential movement of the foundation. Although deviations/slopes in the foundation can assist the inspector in evaluating the foundation performance as to the direction and degree of possible movement, these deviations/slopes are not, by themselves, a measurement of foundation movement.

Foundation Elevation Measurements Elevation Measurements are Expressed in Inches X = Zero Reference Point

Report Identification	: 115 Colonel Dr, Richmond	, TX 77469 - May 26, 2022	
I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
I NI NP D			



Note: Weather conditions, drainage, leakage, and other adverse factors are able to affect structures, and differential movements are likely to occur. The inspector's opinion is based on visual observations of accessible and unobstructed areas of the structure at the time of the inspection. Future performance of the structure cannot be predicted or warranted.:

## 1: Corner Pop

#### Maintenance/Recommendation

Foundation corner fracture(s) existed, which are generally the result of differential movement between the masonry walls (expanding) and the concrete foundation (shrinking). Although this condition did not appear to adversely affect the structure, sealing these cracks may be desired as they could provide hidden access for wood destroying insects. Please note that the corners should be examined periodically. If the fracturing worsens and the corner(s) break off then the brick veneer may lack proper support and repair would be needed.



#### 2: Common Foundation Wall Cracks Maintenance/Recommendation

Cracks were observed in the foundation wall at one or more locations. This is a common occurrence as the home settles. Recommend monitoring for further shifting/displacement.

Here is an informational article on foundation cracks.



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# 🛛 🗆 🖾 🛛 B. Grading and Drainage

#### Comments:

The inspector will report on drainage around the foundation that is not performing; deficiencies in grade levels around the foundation; and deficiencies in installed gutter and downspout systems.

Note: Any area where the ground or grade does not slope away from the structure is to be considered an area of improper drainage. Six inches per 10 feet is appropriate slope.

For more information on proper grading and drainage click this link.

*Extensions above grade:* Note: extensions have been installed on one or more gutter downspouts to help direct drainage away from the foundation. The extensions are installed above ground. This method is effective but can be a nuisance when mowing and edging the lawn. An alternative method is to extend the downspouts below grade away from the house to a pop up drain in the drainage swale, as pictured below.



#### Roof gutters installed:

The building is equipped with roof gutters to help divert roof runoff away from the foundation. These are not required in every situation, but are recommended to divert roof runoff away from entry areas and mechanical equipment. This can help prevent roof drainage hitting the porch slab and splashing back onto the doors and wall coverings and help prevent moisture penetration in those areas. Additionally, roof gutters can help to manage soil moisture content near the foundation. This is important where expansive or collapsible clay soils exist. This is reflected in the 2012 International Residential Code as follows: R801.3 Roof drainage. In areas where expansive or collapsible soils are known to exist, all dwellings shall have a controlled method of water disposal from roofs that will collect and discharge roof drainage to the ground surface at least 5 feet (1524 mm) from foundation walls or to an approved drainage system.

#### Dry weather conditions:

If dry weather conditions existed at the time of this inspection, yard drainage was not observed firsthand.

#### 1: Gutter downspouts terminate above roof surfaces

## Maintenance/Recommendation

One or more downspouts terminate above roof surfaces rather than being routed to gutters below or to the ground level. This is very common, but it can reduce the life of roof surface materials below due to large amounts of water frequently flowing over the roof surface. Granules typically are washed off of composition shingles as a result, and leaks may occur. Recommend considering having a qualified contractor install extensions as necessary so down spouts don't terminate above roof surfaces.

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#### 2: Damaged Gutters

Maintenance/Recommendation

The roof gutters are dented and/or damaged at one or more locations. This can result in gutter overflow and/or improper drainage in those areas. Repair or replace as necessary.



#### 3: Damaged downspout elbow

Maintenance/Recommendation

One or more gutter downspout elbows are damaged. Replace as desired for better performance.



# 4: Improper grade slope

Maintenance/Recommendation

The grading near the foundation has less than the recommended 1 inch per foot positive slope for the first six to ten feet. This area should be monitored and the grading improved if necessary.

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## 5: Areas of pooling or possible pooling water

Maintenance/Recommendation

There are areas of pooling or possible pooling water near the foundation at one or more locations. The grading may need to be improved to ensure proper moisture runoff in those areas.



#### 6: Downspout into slab joint

#### Maintenance/Recommendation

The gutter downspout empties into the driveway slab joint at one or more locations. This can allow moisture to accumulate under the driveway and/or foundation and can result in heaving over time. The downspout should be repositioned to direct drainage away from the foundation.



# ■ □ □ □ C. Roof Covering Materials

*Types of Roof Covering:* Shingles\Composition Asphalt Shingles *Viewed From:* Camera pole

#### Comments:

This inspection covers the roof covering, flashings, skylights, gutters, and roof penetrations. If any concern exists about the roof covering life expectancy or the potential for future problems, a roofing specialist should be consulted. The home inspector is not responsible for insurability of the roof covering materials.

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Photos: Average Condition of Roof Covering:



Roof condition: Good condition

No deficiencies observed:

The roof covering materials appeared to be serviceable at the time of the inspection.

# The pitch of the roof was too steep :

The pitch of the roof was to steep to safely be inspected by walking the roof surface. The roof was inspected from the roof edge and with camera pole. Small maintenance details such as the existence of exposed nail heads or cracked ridge shingles may exist that were not visible from a distance. The roof should be inspected yearly from the roof level for maintenance needs.

# ☑ □ □ ☑ D. Roof Structures and Attics

Viewed From: Entered the Attic

Approximate Average Depth of Insulation:: 10 to 12 inches blown fiberglass insulation - Find out more about how much insulation you need. Click Here.



# Comments:

This inspection covers the roof structure and sheathing. The attic and attic space ventilation will be observed, if possible.

*Attic Ventilation:* Soffit Vents, Ridge Vents, Static Exhaust Ports - For information concerning proper attic ventilation Click Here.



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*Roof Structure Description - Stick Framing:* The roof structure is framed using conventional stick framing. Stick framing utilizes lumber constructed on site by contractors.



The attic appears to be ventilated and insulated to minimum standards at the time of construction: The attic appears to be ventilated and insulated to minimum standards at the time of construction

# 1: Attic ladder improperly cut

#### Maintenance/Recommendation

The attic ladder is improperly installed. It appears the ladder is not cut to the proper length causing it buckle at the lower hinge. This can reduce the load bearing capacity of the ladder.



#### 2: Separated caulk joints in the soffit and fascia

#### Maintenance/Recommendation

There are separated joints in the soffit and fascia board at one or more locations. The joints should be sealed to prevent moisture penetration and/or pest intrusion in those areas.



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# 🛛 🗆 🖾 E. Walls (Interior and Exterior)

#### Comments:

This inspection covers deficiencies of the interior and exterior wall surfaces related to structural performance and water penetration.

#### Photos - Interior Walls Thermal Image Samples:

The interior walls were scanned with a FLIR thermal imaging camera. Temperature variations can indicate missing insulation, trapped moisture, overheating conductors, or other defects. The thermal pictures below are a sample of random interior walls in this house at the time of this inspection.



# *Wall construction:* Wood Stick Framing *Siding Material:* Brick, Cement Board

#### Interior wall materials: Textured Drywall Finished With Paint

*Composition siding maintenance:* Hard Board siding or composition board siding is installed as an exterior cladding. Some of these types of siding material may be vulnerable to disfigurement due to moisture absorption at bottom edges and at butt joints. Wavy bulges are also common. Diligent maintenance is needed at all joints and edges to prevent moisture absorption. Follow with a good primer and finish paint schedule to prevent moisture from reaching the edges and ends of the siding. Do not allow vegetation or tree branches to come in contact with the siding as this can quickly damage the siding allowing water penetration.

#### Possible hidden damage:

Note: if water stains are noted on ceilings or walls it should be assumed that moisture penetration has occurred and that some hidden damage may exist.

#### 1: ECD Rust stains on wall

#### Maintenance/Recommendation

Rust stains were observed on the veneer. This appears to be the result of drainage from the cooling equipment emergency condensate drain. A siding professional should be retained to determine the best method of cleaning the veneer.



# 2: Algae was observed on the exterior veneer

#### Maintenance/Recommendation

Algae was observed on the veneer at one or more locations. This commonly occurs when roof runoff splashes off adjacent surfaces onto the veneer. Installing roof gutters or cleaning out roof gutters can help to prevent splash back from roof runoff.

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#### 3: Seal caulk joints at wall trim

Maintenance/Recommendation

There are separated caulk joints at the exterior wall trim at one or more locations. The joints should be sealed to help prevent moisture penetration in those areas.



#### 4: Seal control joint Maintenance/Recommendation

The brick control joint on one or more sides of the house is not sealed. The joint should be sealed to help prevent moisture and/or pest intrusion in that area.



#### **5: Rusted lintels** Maintenance/Recommendation

Rust was observed on the lintels. A lintel is a structural piece of material that sits flat atop and over an opening in a wall. Lintels are most commonly made from steel. Angle Iron, if left untreated, can rust and deteriorate. How to keep your steel lintels maintained: At the first signs of rust, be sure to have your lintels scraped, painted and caulked. Scrape and sand existing rust from the lintel, coat with an exterior grade paint, caulk the joint between the lintel and material above with a poly urethane caulk.

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#### 6: Mechanical damage to exterior walls

Maintenance/Recommendation

There is mechanical damage to the siding at one or more locations. Repair as needed.



#### 7: Fractures in interior walls Further Evaluation Required

The interior wall coverings are fractured at one or more locations. This appears to be the result of movement in these locations. This alone does not indicate failure of a foundation. Monitoring these locations is advised.



#### 8: Wall Nail Pops

#### Maintenance/Recommendation

There are fasteners that have backed out of the interior walls at one or more locations. This commonly occurs as a result of structural movement and/or expansion and contraction of the construction materials. Fasteners can be reset and the dry wall patched for improved appearance.

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#### 9: Mirror Degrading

#### Maintenance/Recommendation

One or more mirrors are degrading. This can happen over time as the mirror ages or with exposure to UV rays. Replace the mirror as needed.



## 10: Siding maintenance

Maintenance/Recommendation

The hard board siding needs to be sealed at the joints to prevent moisture penetration in those areas.



#### **11: Separation in joined material •** Further Evaluation Required

There are large separations in joined materials at one or more locations around the house. This may be related to evidence of structural movement as noted elsewhere in this report. The separated areas should be sealed to prevent moisture penetration and/or pest intrusion.

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#### **F.** Ceilings and Floors

#### Comments:

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This inspection covers deficiencies of the ceilings and floors related to structural performance or water penetration.

#### Photos - Ceilings with Thermal Image Samples:

The ceilings were scanned with a FLIR thermal imaging camera. Temperature variations can indicate missing insulation, trapped moisture, overheating conductors, or other defects.



No deficiencies observed on the floors :

Possible hidden damage:

Note: if water stains are noted on ceilings or walls is should be assumed that moisture penetration has occurred and that some hidden damage may exist.

#### 1: Ceiling Common Cracks

#### Maintenance/Recommendation

There are cracks on the ceilings. This can be caused by expansion and contraction of construction materials and/or structural movement. Repair as necessary.



2: Ceiling Nail Pops Maintenance/Recommendation NI NP D

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There are nails backing out of the ceilings at one or more locations. This is a common occurrence usually related to expansion and contraction of the roof rafters and/or seasonal structural movement.



#### **3: Ceiling Water Stains •** Further Evaluation Required

Water stains were observed on the ceiling at one or more locations. This may indicate previous moisture penetration in that area. The extent of damage, if any, is beyond the scope of this inspection. Further information from the home owner and further evaluation of the water stain is recommended.



#### 4: Ceilings Drywall Fractures Further Evaluation Required

Fractures were observed on the ceiling in one or more areas throughout the house. This may correlate with or indicate structural movement. The fracture(s) should be monitored over time for further separation and evaluated as necessary.



#### 5: Sagging Drywall Due To Leak Further Evaluation Required

Ceiling drywall sagged visibly at the time of the inspection. This appears to be due to leakage from above. The source of moisture intrusion should be identified and corrected, and the damaged section of drywall replaced.

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# ☑ □ □ ☑ G. Doors (Interior and Exterior)

#### Comments:

Note: Where deteriorated caulk/mortar joints and/or moisture damage are notated as deficient, it should be assumed that moisture penetration may have occurred in that area and that some hidden damage may exist.

#### 1: Exterior doors - Seal caulk joint

Maintenance/Recommendation

One or more exterior door frames are not sealed to the exterior wall covering. The door frames should be sealed to the exterior wall coverings to help prevent moisture and/or pest intrusion in those areas.



#### 2: Garage door not self closing Code/Safety Concerns

The door between the house and garage is not self closing. Garage to house doors should be self closing as reflected in the International Residential Code section R302.5.1 where it reads:

R302.5.1 Opening Protection

Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors, equipped with a self-closing device.

Remediation is recommended.

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#### **3:** Weatherstripping Insufficient

Maintenance/Recommendation

Door is missing standard weather stripping. This can result in significant energy loss and moisture intrusion. Recommend installation of standard weatherstripping.

Here is a DIY guide on weatherstripping.



#### 4: Garage door- Seal caulk joint Maintenance/Recommendation

There are separated caulk joints at the overhead garage door casing. The joints should be sealed to help prevent moisture penetration in those areas.



#### 5: Missing doorstops Maintenance/Recommendation

There are one or more doors without door stoppers or with non functioning door stoppers. The door stoppers should be repaired or replaced to protect walls adjacent to doors.

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# 6: Swings open or closed

## Maintenance/Recommendation

One or more door(s) swing(s) on their own when set at a partially open position. This is commonly referred to as "ghosting". This repair can be accomplished by removing a hinge pin and bending the pin slightly and then replacing the pin. This will add friction on the hinge and prevent ghosting.



#### 7: Does not latch when closed (Maintenance) Maintenance/Recommendation

One or more doors do not latch when closed. This appears to be due normal movement and minor adjustment is needed.



#### 8: Shower door does not latch Maintenance/Recommendation

The shower door does not latch shut. This may allow moisture to splash out of the shower when in use. Repair as needed.

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#### 9: Inadequate/missing door casing paint Further Evaluation Required

There is inadequate/missing paint or sealant at one or more exterior door casings. Sealant or paint should be applied to minimize moisture damage.



#### $\mathbf{X}$

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#### H. Windows Comments:

This inspection covers the presence and condition of windows and screens.

Type of Windows: single pane windows

*Note to client:* 

Where deteriorated caulk/mortar joints and/or moisture damage are notated as deficient, it should be assumed that moisture penetration may have occurred in that area and that some hidden damage may exist.

#### 1: Evidence of condensation

#### Further Evaluation Required

There is evidence of moisture condensation pooling on the window stools in one or more locations. This may be caused by temperature differences at the window frames, typically during the winter when it is warm inside and cold outside. Repair as desired.



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# 2: Water stains window returns

Maintenance/Recommendation

The window stool caps are delaminated at one or more locations. This commonly occurs as a result of moisture penetration and/or as a result of condensation forming on the window frames and wicking into the stool cap. In some cases this may indicate a hidden leak. Repair or replace as necessary.



# 3: Missing Screen(s)

# Maintenance/Recommendation

One or more windows are missing a screen. Recommend replacement.



#### 4: Window glazing bead is loose and/or damaged Maintenance/Recommendation

The window glazing bead is loose and/or damaged at one or more locations. The Snap-In Vinyl Glazing Bead is a cosmetic feature used on aluminum windows between the glass and outer channel. When a glazing bead is "snapped-in", all that remains visible is a "bead" that leaves the window with a neat, clean sight line. Glazing beads can be replaced if necessary.



#### 5: Damaged window screens Maintenance/Recommendation

There are one or more damaged window screens. Repair or replace as necessary.

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#### **6: Exterior window separations Construction Required**

One or more windows showed signs of separated caulk joints. This is often correlated with structural movement. Seal the joints to prevent moisture penetration and monitor for further evidence of movement.



# 🛛 🗆 🗆 I. Stairways (Interior and Exterior)

Comments:

This inspection will note deficiencies in steps, stairways, landings, guardrails, and handrails and for proper spacing between balusters, spindles, or rails for steps stairways, guards and railings.

*Stair construction meets standards:* Yes *No deficiencies observed:* 

# 🛛 🗆 🗆 J. Fireplaces and Chimneys

Comments:

This inspection covers the visible components and structure of the fireplace and chimney.



Photos - Gas Fire Place and Damper:

Location: Living Area

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Type of fire place: with gas starter pipe, wood burningType of fire box: Metal W/ Refractory PanelsType of chimney: MetalChimney viewed from: Camera poleAttic fire stop: Not accessibleChimney cap installed: YesCombustion Air Vent: noGas Valve: YesNo deficiencies observed:Gas log lighter not tested:Gas log lighter that are not equipped with an electronic ignition are not tested for operational performanceper TREC standards of practice. Inspectors are not required to apply an open flame to gas appliances.

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#### **K.** Porches, Balconies, Decks, and Carports

Comments:

This inspection covers any attached porches, decks, steps, balconies, and carports for structural performance.

#### 1: Sidewalk/driveway heaved Code/Safety Concerns

The sidewalk/drive way is heaved up at one or more locations. This presents a trip hazard. There are new processes, such as Mudd Jacking, that are low cost and effective methods of leveling driveways and side walks.



#### ⊠ □ □ ⊠ L. Other

Comments:

Any items not specifically listed in this report were not inspected.

#### 1: Damage to the fence/gate

#### Maintenance/Recommendation

Damage was observed to the fence/gate at one or more locations. Repair or replace as required.



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# 2: Gate difficult to shut/latch

Maintenance/Recommendation

The fence gate is difficult to shut/latch. Minor adjustments are needed to allow for proper operation.



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# **II. ELECTRICAL SYSTEMS**

#### 🛛 🗆 🖾 A. Service Entrance and Panels

Comments:

This inspection covers the service entrance wiring, electrical panels and subpanels.

Photos - Electrical panels uncovered for inspection:



Service Entrance Type: Underground Panel Manufacturer: Square D Location of Main Panel: Exterior of home Main Panel Rating Amps: 125 Wire Types Found in Panels: copper, aluminum Grounding and Bonding: verifiable ground rod Condenser Breaker Sufficient: Yes Arc Fault Tested: Not present

*Arc Fault Protection Devices:* The construction of this house may predate these standards. -Arc fault breakers are special equipment that are designed to detect electricity arcing off the protected circuit, causing the breaker to trip and cut off power to the circuit. Arc faults can happen in several situations, such as: when hanging a picture, a nail could penetrate electrical conductor casing behind the wall covering. This can result in electricity arcing between the nail and the conductor, which could result in a fire. 2015 International Residential Code: E3902.16 Arc-fault circuit-interrupter protection. Branch circuits that supply 120-volt, single-phase, 15- and 20-ampere outlets installed in kitchens, family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sun-rooms, recreations rooms, closets, hallways, laundry areas and similar rooms or areas shall be protected.

For more information concerning Arc Fault Protection click here.



Electrical panel not accessible:

The electrical service panel could not be accessed at the time of the inspection due to homeowner storage. The panel should be uncovered before closing to ensure there are no hidden deficiencies.
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#### 1: Missing antioxidant on aluminum ACode/Safety Concerns

There is missing antioxidant grease on the aluminum conductor connections to the electric service panel. The connections should be greased to ensure proper conductivity and to help prevent oxidation.



# 2: Exterior electrical panel not sealed to the wall

Maintenance/Recommendation

One or more exterior electrical panels are not sealed to the wall. The panels should be sealed to prevent moisture intrusion in the opening behind the panel.



## **3: Debris in panel** Further Evaluation Required

There is debris or texture in the panel. The panel should be evaluated and the debris should be removed by an electrician.

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#### 4: No arc-fault protection installed ACode/Safety Concerns

There are no arc-fault protection devices installed at the electrical panel. These may not be required in every jurisdiction but are recommended to prevent shock and fire hazards. The installation of arc-fault breakers is reflected in the 2015 International Residential Code: E3902.16 Arc-fault circuit-interrupter protection. Branch circuits that supply 120-volt, single-phase, 15- and 20-ampere outlets installed in kitchens, family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sun-rooms, recreations rooms, closets, hallways, laundry areas and similar rooms or areas shall be protected.

# 5: Missing surge protection ACode/Safety Concerns

There is missing or improperly installed Surge protection devices in one or more required locations in the home. It is recommended that surge protection be installed in accordance with current building code.

2020 NEC 230.67 Surge Protection. (A) Surge-Protective Device. All services supplying dwelling units shall be provided with a surge-protective device (SPD). (B) Location. The SPD shall be an integral part of the service equipment or shall be located immediately adjacent thereto. Exception: The SPD shall not be required to be located in the service equipment as required in (B) if located at each next level distribution equipment downstream toward the load. C) Type. The SPD shall be a Type 1 or Type 2 SPD. (D) Replacement. Where service equipment is replaced, all of the requirements of this section shall apply.

This house may pre-date these standards.

\*\*\*This recent change to the NEC code regarding Surge circuits may not have been adopted by your local jurisdiction as of yet. Check with the local governing bodies to determine your area's current surge protection requirements.

# 6: Missing Terminal Covers

There are no terminal covers installed over the service entrance conductors. Terminal covers should be in place to protect against accidental contact with high voltage wiring. Repair is advised.



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Example Photo

# 🛛 🗆 🖾 B. Branch Circuits, Connected Devices, and Fixtures

Types of Wiring .: copper

Comments:

This inspection covers electrical receptacles, switches and fixtures.

A ground fault circuit interrupter (GFCI) or Residual Current Device (RCD) is a device that shuts off an electric circuit when it detects that current is flowing along an unintended path, possibly through water or through a person. It is used to reduce the risk of electric shock. Current code requires that there be Ground Fault Circuit Interrupt Protection at all kitchen outlets above counter tops and on islands, garage outlets, exterior outlets, bathroom outlets, and any outlets within 6 feet of a water source.

For more information concerning Ground Fault Protection click here.



Type of electrical system: 3 wire grounded Smoke Alarms Present: Yes Carbon Monoxide Alarm: No Dryer plug has power photo/video: The dryer receptacle had power at the time of the inspection.



*Exterior/garage outlets not tested for GFCI protection:* 

The exterior/garage outlets were not tested for GFCI protection due to storage in the garage. No GFCI was visible to reset during the inspection. Testing for GFCI protection could cause food in freezers to spoil. All exterior and garage outlets should be tested for GFCI protection prior to closing.

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**1: Open Hot** Further Evaluation Required

One or more outlets tested as "open hot" (no power). Further evaluation and/or repair by a licensed electrician is advised.



#### 2: The exterior fixtures are not sealed to the wall Maintenance/Recommendation

One or more exterior fixtures are not sealed to the wall. Fixtures should be sealed to prevent moisture penetration in those areas.



# **3:** Lights did not activate

Maintenance/Recommendation

One or more lights did not activate when tested. Further evaluation and/or repair is advised.

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#### 4: Missing CO alarms ACode/Safety Concerns

There are missing carbon monoxide alarms in the home. Carbon monoxide alarms should be installed in accordance with current standards, as follows: 2009 International Residential Code R315.2.1 New construction. Carbon monoxide alarms shall be provided in dwelling units when either or both of the following conditions exist. 1. The dwelling unit contains a fuel- fired appliance. 2. The dwelling unit has an attached garage with an opening that communicates with the dwelling unit. R315.3 Location. Carbon monoxide alarms shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. When a fuel-burning appliance is located within a bedroom or its attached bathroom, a carbon monoxide alarm shall be installed within the bedroom. Carbon monoxide is an odorless, colorless, and tasteless gas that is near impossible to identify without a proper detector. It is caused by fuels not burning completely, including wood, gasoline, coal, propane, natural gas, gasoline, and heating oil. This unburned fuel can come from anything from clothes dryers, water heaters, and ovens to ranges, a fire-burning fireplace, or a car left running in a closed garage.



#### 5: Aged Smoke/CO Alarm Code/Safety Concerns

The exterior housing of the smoke/CO alarms appears to be aged. The National Fire Protection Agency recommends that smoke alarm batteries be changed every six months, and that smoke alarms be replaced every ten years. Further evaluation and or repair by a licensed electrician is advised.

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# 6: Exterior outlet not sealed

Maintenance/Recommendation

The exterior outlet should to be sealed to the wall to prevent moisture from causing damage. Seal and/or replace as necessary



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# **III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS**

# 🛛 🗆 🗆 🗠 A. Heating Equipment

*Types of Systems:* Central *Energy Sources:* Gas *Comments:* This inspection covers the gas and electric heating systems.

*Photos - Sample return and supply:* Upper Level



*Photos - Return & Supply Sample Images:* Lower Level



Note - Potential Hidden Damage:

If deteriorated or missing sealant, missing refrigerant line insulation, or evidence of previous or current leaks are notated as deficient within HVAC systems, it should be assumed that moisture penetration may have occurred and hidden damage may exist.

Mechanical Equipment Locations: attic

Gas valve: Present, And Accessible

Number of units: 2

The heating equipment appeared to operate as intended at the time of the inspection:

Not Accessible:

The furnace was not accessible at the time of the inspection. Once the unit is accessible the unit should be evaluated for visual signs of deficiencies.

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Cabinet sealed shut:

The air handling cabinet in the attic was sealed shut at the time of the inspection. Cutting any permanent sealant is beyond the scope of this inspection. Therefore the air handler could not be uncovered. The cover should be removed and the internal parts of the air handler should be evaluated before closing.



# □ □ ⊠ B. Cooling Equipment

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*Types of Systems:* Central - Air Conditioner

Comments:

The Texas Real Estate Commission estimates the typical life span of HVAC systems to be 15-20 years of service. This may vary from system to system depending on level of use and recommended maintenance performed during the life of the system.

Photos - Manufacturer's Tag and Operational Video:



Photos - Temperature Differential Return & Supply Sample Images: lower level, 18

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Photos - Temperature Differential Return & Supply Sample Images: upper level, 17



Size in tons: 3.5, 2.5 Year manufactured: 2014, 2012 Seer Rating of at least: 13 Refrigerant used: R22 R-22:

Note: The U.S. government has enacted a policy requiring all air conditioners and heat pumps no longer use the ozone-depleting R22 refrigerant (AC Freon), which has been the HVAC industry standard in the manufacture of central air conditioning systems. While recharging an AC or Heat Pump is not typical, if your system develops a leak or requires service, replacement refrigerant may be necessary.

#### *Testing method:*

The equipment was operated in the cooling mode for 20 minutes, at which time the temperature of the air coming from the supply registers was measured and compared to the room temperature. The desirable differential is 15 to 22 degrees.

The selected temperature differential tested at the above selected degrees at the time of the inspection.

#### Recommended maintenance :

Even if the system(s) appear to be performing as intended at the time of the inspection, yearly maintenance is recommended on HVAC systems. It is recommended that all documentation of recent service be obtained. If recent service cannot be verified, service is recommended to ensure proper operation in extreme conditions and to ensure warranty requirements are satisfied.

#### Location of condensate drain lines: Under sink -

If the condensate drain line could not be located this may indicate the drain line is not properly terminated. Locating the drain line is advised.

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*The cooling system appeared to be operating as intended at the time of the inspection:* 

#### **1: Rust in emergency drain pan •**Further Evaluation Required

There is rust in the evaporator coil emergency condensate drain pan. This may indicate that the primary drain is clogged or that the system is under performing. Further evaluation and/or repair by a licensed HVAC technician is advised.



## **2: Fungal growth on the plenum •**Further Evaluation Required

Fungal growth is forming on the duct plenum. This may indicate this area is not properly insulated. Further evaluation and/or repair by a licensed HVAC technician is advised.



# **3: Fungal growth** Further Evaluation Required

Fungal growth was observed on the condensate drain pipes. The pipes should be better insulated to prevent condensation forming.

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# C. Duct Systems, Chases, and Vents Comments:

This inspection covers the condition of the visible ducts, vents, fans and filters. Supply air is checked with thermal cameras at various registers for temperature consistency.

*Photos - Sample Images Taken During Operation:* Upper Level



*Photos - Sample Images Taken During Operation:* Lower Level



*Type of Ducts:* Flexible *Filter Locations:* At the return air vents *HVAC Filter Sizes:* 20x30, 12x12 *HVAC Filter Width:* 1 inch *Filter Condition:* Needs Replacement

# 1: Grime/rust on registers

# Further Evaluation Required

There is a buildup of grime on the air diffusers, registers, and inside the ducts. This commonly occurs when the cooling equipment is under performing or oversized and not dehumidifying the air as intended. This allows moisture to condense on duct equipment. Moisture mixes with dust and dirt creating a build up of grime. This can also result in fungal growth. The ducts and registers should be inspected and cleaned as

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necessary by a professional duct cleaning contractor.



2: Dirty air filter

Maintenance/Recommendation
The air filter is dirty. Replacement is recommended.



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# **IV. PLUMBING SYSTEMS**

# 🛛 🗆 🖾 A. Plumbing Supply, Distribution Systems, and Fixtures

Location of water meter: Southeast, near the curb, Front Location of main water supply valve: South, Near the foundation Static water pressure reading: 50-55 Types of supply piping material: Copper Comments: This inspection covers the type and condition of all accessible and visible water supply components.

Photos - Water Meter, Homeowner Shutoff Valve, Static Water Pressure:



## Note - Potential Hidden Damage:

If deteriorated caulk/mortar joints, broken tiles, or evidence of previous or current leaks are notated as deficient within plumbing systems, it should be assumed that moisture penetration may have occurred and hidden damage may exist.

# 1: Tank bolts rusted

Maintenance/Recommendation

One or more toilet tank bolts are rusted. The bolts should be monitored for leaks and replaced as required.



# **2: Grout/caulk separations Gruther Evaluation Required**

There are fractured and/or separated caulk and/or grout joints in the shower enclosure(s). It is beyond the scope of this inspection to determine if moisture penetration has occurred and/or is present in non visible areas, such as behind wall coverings. For a more detailed analysis, a professional tile contractor should be consulted. The joints should be sealed to help prevent moisture penetration in those areas.

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# 3: Fixtures/Escutcheons not sealed

Maintenance/Recommendation

The bathtub and/or shower fixtures are not properly sealed to the wall at one or more locations. The escutcheons and fixtures should be sealed to the wall to prevent moisture penetration in those areas.



## **4: Loose plumbing fixtures •**Further Evaluation Required

One or more interior plumbing fixtures are loose. This could be due to a loose fastener or loose plumbing and could cause a leak if stressed. Further evaluation by a qualified plumber is recommended.



# 5: Crack in sink

Maintenance/Recommendation

One or more cracks were observed in a sink. The cracks could leak over time. These cracks should be evaluated and repaired as needed by a licensed plumber.

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#### **6: Shower diverter did not engage Grupper Evaluation Required**

The shower diverter did not engage at one or more bathtubs. Further evaluation and repair by a licensed plumber is advised.



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# B. Drains, Wastes, and Vents

*Type of Drain Piping Material:* PVC *Comments:* 

This inspection covers the condition of all accessible and visible waste-water and vent pipes.

*Location of cleanouts:* Northeast, Front, Near the foundation *Photo - Drain Cleanout Location:* 



Bathtub Overflow Drains and drain load test: Partial -Note: A drain load test was performed by filling all available sinks, bathtubs, and shower pans to a high level. Note: upper level tub overflow drains are not tested due to the risk of damage to private property. Report Identification: 115 Colonel Dr, Richmond, TX 77469 - May 26, 2022

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Laundry Drain Tested: Not accessible, no



Drain Cleanout Cap Seized:

The drain line could not be inspected due to the cap being seized in place at the time of inspection. Removal risked damage to the property. Further evaluation and/or repair by a licensed plumber is advised.

# 1: Missing stopper

# Maintenance/Recommendation

The drain stopper is missing or non-functional at one or more sinks or tubs. Repair and/or replace as necessary.



# □ □ ⊠ C. Water Heating Equipment

Energy Sources: Gas Capacity: 50 Comments:

This inspection covers the water heating equipment and its temperature and pressure relief system.

Photos - Water Heater ID tag and Sample Temperature Images:

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Water Heater Locations: attic Numbers of units: 1 Years: 2006 Life Expectancy of water heater: 10 to 15 years

*TPR test:* Operated Safety pan and drain: Yes Gas Shut Off Valve: Present, Accessible Gas appliance connector: Iron/Flex Type of Visible Vent Pipe: Double Wall Garage Unit Physically Protected: Not applicable 18 Inch Floor Clearance: Not applicable

Water temperature test range: Below 120 degrees -

Note: The water temperature at the fixtures tested at the range indicated above. Water temperatures should be 120 F or below to help prevent accidental injury from scalding.

Water Temperature °F (°C)	Time for 1st Degree Burn (Less Severe Burns)	Time for Permanent Burn 2nd & 3rd Degree (Most Severe Burns)
104-110 (43.3)	(normal shower temp.)	
116 (46.7)	(pain threshold)	Permanent burn injury
116 (46.7)	35 minutes	45 minutes
122 (50)	1 minute	5 minutes
131 (55)	5 seconds	25 seconds
140 (60)	2 seconds	5 seconds
149 (65)	1 second	2 seconds
154 (67.8)	instantaneous	1 second

# **1: Water heater pops and gurgles when heating Gruther Evaluation Required**

The water heater made popping and gurgling noises when activated. This usually indicates sediment in the bottom of the tank. The water heater should be drained of sediment and then monitored over time for further deterioration.

# 2: Rust at pipe fittings

#### •Further Evaluation Required

Rust and corrosion were observed at the water heater pipe fittings. This can indicate the unit is aging and the tank is beginning to rust. The unit should be monitored for leakage and replaced at the next opportunity.

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# 3: Observable Rust

# •Further Evaluation Required

One or more observable rust spots were present at the water heater housing. This is typical of units that are nearing the end of their life expectancy. Further evaluation and/or repair by a licensed plumber is advised.



## 4: Draft hood displaced ACode/Safety Concerns

The water heater draft hood is not centered on the exhaust flue. This can allow carbon monoxide to escape. Further evaluation by a qualified plumber is recommended.



# **5: Rusted and deteriorated flue vent pipe •** Further Evaluation Required

The water heater flue vent pipe is rusted and deteriorated at one or more locations. This may indicate moisture penetration and may allow the release of carbon monoxide. Further evaluation and or repair of the flue is recommended.

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# 🛛 🗆 🖾 D. Hydro-Massage Therapy Equipment

Comments:

This inspection covers built-in hydrotherapy and whirlpool equipment *Photos - GFCI Location, Video of Operation:* 



Access panel: Not installed GFCI protection: Present

# 1: No access Maintenance/Recommendation

There is no opening to allow access to the equipment for inspection, service, repair, or replacement without removing permanent construction or building finishes.

# 🛛 🗆 🖾 E. Gas Distribution Systems and Gas Appliances

Location of Gas Meter: North, Right Side, Near Foundation Type of Gas Distribution Piping Material: Black Iron, Iron Comments:

This inspection covers the type and condition of all accessible and visible gas supply components.

Photos - Gas Meter:



1: Gas piping not bonded

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# ACode/Safety Concerns

The gas piping system is not bonded to the grounding electrode system. This house may predate these standards. Where metal piping servicing the house is capable of being energized, it should be bonded to the grounding electrode system. This is reflected in the 2012 International Residential Building Code as follows: E3609.7 Bonding other metal piping. Where installed in or attached to a building or structure, metal piping systems, including gas piping, capable of becoming energized shall be bonded to the service equipment enclosure, the grounded conductor at the service, the grounding electrode conductor where of sufficient size, or to the one or more grounding electrodes used. The bonding conductor(s) or jumper(s) shall be sized in accordance with Table E3908.12 using the rating of the circuit capable of energizing the piping. The equipment grounding conductor for the circuit that is capable of energizing the piping shall be permitted to serve as the bonding means. The points of attachment of the bonding jumper(s) shall be accessible.



# 2: No Sediment Trap

## Maintenance/Recommendation

A sediment trap is not installed at one or more gas fired mechanical appliances. A sediment trap, which is sometimes called a drip leg (although technically different), is a capped off section of gas line which is installed in such a way that any debris or moisture in the gas line will be caught in the trap where it can be cleaned out easily. Sediment traps should be installed to prevent obstructions in the gas flow. This will likely be installed during the next unit replacement, however, a licensed plumber can be retained to install a sediment trap as necessary.



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# **V. APPLIANCES**

# 🛛 🗆 🖾 🖾 A. Dishwashers

Comments:

The inspection of the dishwasher covers the door gasket, control knobs, and interior parts, including the dish tray, rollers, spray arms, and the soap dispenser.

Photo - Dishwasher Thermal Image:



## Note - Potential Hidden Damage:

If deteriorated or missing caulk/grout at wall and roof penetrations and/or evidence of previous or current leaks are notated as deficient within appliance components, it should be assumed that moisture penetration may have occurred and hidden damage may exist.

### Back Flow Prevention: Not Present

*The dishwasher appeared to operate as intended when tested.: Switched Power:* 

The dishwasher power is connected to a switch above the countertop. The switch must be in the on position for the dishwasher to operate.

## 1: No back flow prevention

## Maintenance/Recommendation

There is no air gap or sanitary loop in the dishwasher drain line to prevent waste water from contaminating the potable water supply. It is recommended that a sanitary loop or air gap be installed in the drain line.



# **B.** Food Waste Disposers

Comments:

The inspection covers the splash guard, grinding components, and exterior.

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*No deficiencies observed:* The unit appeared to operate as intended when tested.

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C. Range Hood and Exhaust Systems Comments:

The inspection covers the filter, vent pipe, and switches as well as operation of the blower.



Photo - Exhaust Termination:



Range Exhaust: vents to the exterior

# 1: Range hood light did not activate

Maintenance/Recommendation

The range hood exhaust light did not activate when tested. Repair or replace as needed.

# 🛛 🗆 🖾 D. Ranges, Cooktops, and Ovens

Comments:

The inspection of the range, oven, cooktops, covers the knobs, elements, drip pans, handles, glass panels, lights or light covers, and other parts.

Photos - Cooktop and Oven Operation:

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*Type of Cook Top:* Gas *Gas Shut Off Valve:* Present, and accessible *Type of Oven:* Gas *The oven was tested at 350:* The oven tested at 325-350 degrees -

The normal differential temperature range between the thermostat and the actual oven temperature is +/-25 degrees.

Anti Tip Device: Not Present

#### 1: No anti tip device installed ACode/Safety Concerns

There is no anti tipping device installed for the oven/range. It is recommended that one be installed for safety.



E. Microwave Ovens Comments: Not Present:

 $\mathbf{X}$   $\Box$   $\Box$ 

# **E** Mechanical Exhaust Vents and Bathroom Heaters

Comments:

The inspection will cover the operation of the unit, observing sound, speed and vibration level.

# Exhaust Fans: vents to the soffit

Operated as intended at the time of the inspection:

# 1: Fans vent into the soffit.

## Maintenance/Recommendation

The mechanical exhaust fans vent into the soffit. The fans should vent outside to prevent moist air buildup in the attic. Venting to the soffit was common practice when this house was built. Standards changed to require the vents to terminate outside the building envelope. Later standards were further clarified to require the vents to be directly vented to the exterior. Vents terminating into the soffit can result in back drafting and

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possible moisture damage to the soffit boards. This standard is reflected in the 2015International Residential Code as follows: M1501.1 Outdoor discharge. The air removed by every mechanical exhaust system shall be discharged to the outdoors in accordance with Section M1506.3. Air shall not be exhausted into an attic. soffit, ridge vent or crawl space.



#### X G. Garage Door Operators Comments: Not Present:

#### X X H. Dryer Exhaust Systems

Comments:

The inspection will cover the condition and operation of the unit.

Photo - Vent Termination:



Dryer Vents: : Through Side Wall

## 1: Dryer vent lint accumulation ACode/Safety Concerns

Lint accumulation was observed in the dryer vent cover. This may indicate the vent and/or cover need to be cleaned. Lint accumulations can obstruct air flow and reduce dryer performance. Additionally, dryer vent obstructions are a fire hazard. It is recommend the vent be cleaned to ensure proper performance.

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# 2: Vent is not sealed to the wall

# Maintenance/Recommendation

The dryer vent is not sealed to the exterior wall covering. The cover should be sealed to the wall covering to help prevent moisture and/or pest intrusion.



# **TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT**

Rule §7.176 Requires this department prescribed form to be used for real estate transactions in Texas regarding the visible presence or absence of wood destroying insects and conditions conducive to infestations of wood destroying insects.

115 Colonel Dr	Richmond	77469
Inspected Address	City	Zip Code
	SCOPE OF INSPECTION	

- A. This inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection report unless specifically noted in Section 5 of this report.
- B. This inspection is limited to those parts of the structure(s) that are visible and accessible at the time of the inspection. Examples of inaccessible areas include but are not limited to (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). **Inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.**
- C. Due to the characteristics and behavior of various wood destroying insects, it may not always be possible to determine the presence of infestation without defacing or removing parts of the structure being inspected. Previous damage to trim, wall surface, etc., is frequently repaired prior to the inspection with putty, spackling, tape or other decorative devices. Damage that has been concealed or repaired may not be visible except by defacing the surface appearance. The WDI inspecting company cannot guarantee or determine that work performed by a previous pest control company, as indicated by visual evidence of previous treatment; has rendered the pest(s) inactive.
- D. If visible evidence of active or previous infestation of listed wood destroying insects is reported, it should be assumed that some degree of damage is present.
- E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
- F. THIS IS NOT A STRUCTURAL DAMAGE REPORT OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.
- G. If termite treatment (including pesticides, baits or other methods) has been recommended, the treating company must provide a diagram of the structure(s) inspected and proposed for treatment, label of pesticides to be used and complete details of warranty (if any). The warranty should specify which areas of the structure(s) are covered by warranty, renewal options and approval by a certified applicator in the termite category. Information regarding treatment and any warranties should be provided by the party contracting for such services to any prospective buyers of the property. The inspecting company has no duty to provide such information to any person other than the contracting party.
- H. There are a variety of termite control options offered by pest control companies. These options will vary in cost, efficacy, areas treated, warranties, treatment techniques and renewal options.
- I. There are some specific guidelines as to when it is appropriate for corrective treatment to be recommended. Corrective treatment may only be recommended if (1) there is visible evidence of an active infestation in or on the structure, (2) there is visible evidence of a previous infestation with no evidence of a prior treatment.
- J. If treatment is recommended based solely on the presence of conducive conditions, a preventive treatment or correction of conducive conditions may be recommended. The buyer and seller should be aware that there may be a variety of different strategies to correct the conducive condition(s). These corrective measures can vary greatly in cost and effectiveness and may or may not require the services of a licensed pest control operator. There may be instances where the inspector will recommend correction of the conducive conditions by either mechanical alteration or cultural changes. Mechanical alteration may be in some instances the most economical method to correct conducive conditions. If this inspection report recommends any type of treatment and you have any questions about this, you may contact the inspector involved, another licensed pest control operator for a second opinion, and/or the Structural Pest Control Service of the Texas Department of Agriculture.

115 Colonel Dr Inspected Address		<u>Rich</u> City	mond y			<u>774</u> Zi	<b>69</b> ip Code	
1A. Super Team Services		1B.			0570143			
Name of Inspection Company				SPCS Bu	usiness License N	lumber		
1C. 3401 E University Dr #302		Denton		Тх		76208	(817)-	697-8737
Address of Inspection Compa	пу	City		State		Zip	Telephon	e No.
1D. Chris Pinina Name of Inspector (Please Print)			1E.	Certified Ap Technician	olicator	[] [X]	(check one)	
		1F Inspection Date			05/26/2022			
2. RedfinNow Borrower LLC Name of Person Purchasing Insp	ection		Seller	[] Agent []	Buyer [X] Ma	nagement Co.	[] Other []	N/A
3. Unknown Owner/Seller								
4.REPORT FORWARDED TO: Title Comp (Under the Structural Pest Cont	,				Agent [X]	Buyer [X	]	
The structure(s) listed below were inspecte This report is made subject to the condition							ural Pest Control S	Service.
5A. <u>Residence, Attached garage</u> List structure(s) inspected that may include	e residence, detached garage	es and other structur	res on the prope	erty. (Refer to Pa	rt A, Scope of Ins	spection)		
5B. Type of Construction: Foundation: Slab [X] Pier & Beam   Siding: Wood [1] Fiber Cement	] Pier Type:	N/A Ba	asement [] O	:her []	N/A			
0	Board [X] Brick [X] Stone hingle [] Metal [] Tile [			N/A	Stucco/E	IFS []		
6A.This company has treated or is treating				I/A				
If treating for subterranean termites, the to [X]	reatment was:	Partial []	Spot	[]	Bait [ ]	] Oth	ier []	N/A
If treating for drywood termites or related	insects, the treatment was:	Full []	Limited	1 []	N/A [X	]		
6B. N/A Date of Treatment by Inspecting	Company	Common	N/A Name of Insect		Name of P	N/	<b>A</b> r Other Method	
This company has a contract or warranty in					Name of P	esticide, bait of	r Ourier Meurioù	
company for which I am acting is associated Signatures: 7A. Inspector (Technician or Certified Applica Others Present: 7B. Apprentices, Technicians, or Certified App	tor Name and License Numb	er)						
Notice of Inspection Was Posted At or Near			- (-)					
8A. Electric Breaker Box Water Heater Closet Beneath the Kitchen Sink	[] 8B. D []	ate Posted:	05/26/2022					
9A.Were any areas of the property obstrue (Refer to Part B & C, Scope of Inspection) If		Yes	[X]	No	[]			
9B.The obstructed or inaccessible areas ind Attic [] Deck [] Soil Grade Too High []	lude but are not limited to th Insulated area of attic [X Sub Floors [X Heavy Foilage [	Slab Joints	Areas [X] [X] [X]	Planter Crawl Sp Weepho		ucture [] [] [X]		
Other [X] 10A.Conditions conducive to wood destroy (Refer to Part J, Scope of Inspection) If "Yes"		<mark>er covering, Wallco</mark> Yes	vering, Cabiner []	t <mark>s, Furniture/St</mark> No	orage [X]			
10B. Conducive Conditions include but are		Contact (G)	[] For	mboards left in	place (I) [1]	Excessive Moi		]
Debris under or around structure (K) Heavy Foliage (N)	[] Footing too low o	r soil line too high (L) tting structure (O)	) [] Wo	od Rot (M)		Wood Pile in C structure (Q)		]
Insufficient ventilation (T) [] Other (C)	[] N/A []	Specify: N/A						
		_						
SPCS/T-5 (Rev. 09/1/2020)		and Regulated by t Austin, Texas 78711-					Page 2	of 4



15 Colonel Dr		Richmond	77469
Inspected Address		City	Zip Code
		Statement of Purchaser	
e received the original or a legible copy of t	nis form. I have read and understa	and any recommendations made. I have	also read and understand the "Scope of Inspection." I
erstand that my inspector may provide add ditional information is attached, list number		m to this report.	
ature of Purchaser of Property or their Desi		Date	
Customer or Designee Not present	Buyer's Initials		



Adam A. Green, P.E. (FL & TX), MBA

Tampa: (813) 702 -3398 | Dallas/Ft. Worth (469) 751-7694 www.CrosstownEngineering.com

Date:	June 9, 2022
Attention:	Redfin Now (via email)
Subject:	Standard Initial Foundation Repair Evaluation Slab Foundation 115 Colonel Dr., Richmond, TX. 77469

Crosstown Engineering (CE) was retained to inspect the subject foundation and to provide an opinion regarding the performance of the foundation. This report provides our reasonable professional opinion of the condition of the foundation on the date of our inspection and does not take into consideration any changes in the condition of the foundation or soils after that date. The contents of this report supersede any verbal comments made regarding the structure before, during or after the inspection and this report was prepared for exclusive use of the person or persons this report was prepared for and we do not have any obligation or contractual relationship to any other party other than the party this report was prepared for. Observations for compliance with any code or specification other than those explicitly stated are not included.

# Scope of Work:

The subject foundation was visually inspected and a floor elevations survey was performed in areas that were accessible at the time of the inspection. The opinions provided within this report are based on the experience and judgment of the inspector and the information provided at the time of the inspection. This report also gives engineering advice with regard to the best and most economical repair method assuming normally expected subsurface conditions and conventional construction methods. It is known to all educated engineers with knowledge of the active soil supporting the structure that a full repair plan would include the underpinning of the entire structure and is not economically feasible due to the cost vs. benefit and the risk of resulting damages.

# Scope of Work Limitations:

This report is for informational purposes only and is not intended to provide a detailed inventory of defects or a technical evaluation of the structure, drainage system or the overall property. The inspection excludes plumbing tests or procedures, verification of previous foundation repairs, framed superstructure, detached buildings, privacy or retaining walls, general site drainage away from the structure, material and soil sampling/testing, and verification of concrete reinforcement or knowledge of the location of interior grade beams, boxed structural members not in plain sight or previous repair work.

The client or individual ordering this report agree that Crosstown Engineering is not responsible for knowledge of the subsurface conditions without extensive geotechnical investigation including on-site drilling or testing of samples.

The future performance of this foundation cannot be predicted due to variables out of the control of the inspector. Therefore, this report does not predict or warrant the future performance of the subject foundation and the reader is encouraged to read the entire report.



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# Document Review:

Documents were not provided for review. Documents that provide original structural design drawings, design conditions, or "as-built" drawings or slab elevations at the time of construction were not available at the time of the inspection. Therefore, knowledge of interior grade beam locations or other foundation information is unknown. If existing piers are shown in the limited repair plan, their locations were provided by the client and are approximated. We do not certify their performance or existence. If the reader would like to determine if they are present, they must contact the owner or contractor to obtain an engineering certificate for them.

# General Observations:

For the purposes of this report directions will be described using the terms left, right, front, and back with the front referring to the side of the structure indicated on the limited repair plan.

The structure is two stories tall with a slab-on-grade foundation. The primary structural system of the structure is a wood framed system with exterior brick veneer and interior drywall with various finishes. The foundation was not exposed during our inspection and was covered with various floor-covering types.

# Guttering, Foundation Watering, Grading, and Vegetation Observations:

The terrain immediately surrounding the structure was visually observed during the inspection. We observed the following:

- The gutter system is adequate.
- The drainage system is adequate.
- The terrain is landscaped with grass, several trees, and some shrubbery. No trees and/or shrubs are close to the foundation.

# Floor Elevation Discussion:

A relative elevation floor survey was performed using a Ziplevel Pro-2000B to map the surface topography of the floor of the living area and garage (if present). The floor plans and the elevations are illustrated on the limited repair plan. The elevations were adjusted based on the flooring type encountered to be on the same plane as the base point floor type. If a garage was present, the garage ceiling was measured and adjusted to be on the same plane as the foundation. Garage floors are designed to slope and are not as effective in measuring foundation movement.

# Visual Observations:

Brick cracks, drywall cracks, floor cracks, window separations, brick joint separations, frieze board separations and trim separations were observed. Based on our observations of the structure, the structure's physical damage, and review of the elevation map, we believe the structure has experienced foundation movement over the life of the structure, resulting in differential movement of the slab-on-grade foundation.

Damage observations were notable in multiple areas of the structure and are correlated with floor elevation data.



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# Foundation Repair Recommendations:

We recommend performing the following in the approximate locations of the structure as indicated on the limited repair plan:

- Rebuilding pillar wall before installing pilings.
- Installing 35 total pilings (24 exterior, 11 breakouts).

The purpose of the piling installation is to support the failed areas and improve elevations in areas of differential settlement if possible. Please see the limited repair plan for more information.

# Maintenance Opportunities:

We recommend pre-lift and post-lift plumbing tests be performed on the sewer and potable plumbing lines. The results of the tests should be immediately provided to our office.

Maintaining a fully functioning gutter system will minimize ponding, soil loss and erosion, and will help control seasonal movement near the foundation. The gutter system should direct storm-water discharge away from the foundation through downspouts to a well-drained area that is graded away from the foundation. Optimally, we recommend the gutter system discharge via in-ground solid pipe to a low-lying area far away from the foundation.

Vegetation maintenance and a foundation and yard-watering program will also help control seasonal movement. Maintaining consistent moisture levels in supporting soils at all times of the year is necessary. It is important that the soils be stabilized and maintained with grass or ground cover around the perimeter of the structure to prevent erosion and an exposed or improperly embedded foundation. Large to medium-sized trees, and even large or numerous shrubs, growing too close to a foundation can dramatically effect the moisture content of the soils within the zone of influence beneath the structure. Root systems extract large quantities of water from underlying soils and result in large volumetric changes in the soils (shrinkage). As the tree absorbs water from the soil and the soil volume decreases, the foundation will settle in unsupported. If problematic roots are observed, we recommend removal or installation of tree root barriers.

Grading of the soils around the foundation is a critical element to your foundations health. Sloping the soils away from the home and preventing water from ponding near the foundation is needed to prevent soil "heave". If ponding is noticed near the foundation during the rainy season, consult with an engineer or a drainage contractor immediately. Over-saturated soils can cause "heave" or settlement and contribute to foundation movement.

# Expectations of the Limited Foundation Repairs:

The proposed limited repair plan is intended to provide a reasonable plan to improve the performance of the foundation and is not intended to level the foundation. The contractor shall determine the amount of elevation correction needed based on the reaction of the structure during the lift in order to minimize damages and additional stress.

Because the structure has endured foundation movement and framing distress, residual differential elevation and perceptible floor slope or some leaning door frames/windows or other re-occurring damages and noticeable issues may remain following the foundation repairs.

The soils beneath and surrounding the structure are known to shrink and swell as the seasonal soil moisture content fluctuates. Moving forward, we anticipate that some cracks in the interior and exterior walls will surface due to





seasonal movement within the soils, even after foundation repair. Periodic repair of this type of cracking may be needed.

Underpins (a.k.a. Pilings or Piers) are constructed of steel or concrete and cost and performance will vary. Generally speaking, the deeper a piling is installed, the better it will perform. Shallow installations may be acceptable if they are terminated into rock. This information is meant to serve as a guideline and the owner must decide a reasonable cost/benefit on the property. Piling design is best done with data from a site-specific soils investigation. Such an investigation was not provided and is not a part of this scope of work but we strongly recommend obtaining this data. If this data is not provided, our pier design is only intended to be a minimum standard based solely upon average soil conditions in the general location of the property and as such, may not necessarily provide maximum performance.

# Disclaimer and Disclosure:

The fees collected are for this report and inspection only and do not include additional services. Additional engineering services such as construction compliance inspections or post-repair inspections are available at an additional cost. A request for a construction compliance inspection must be made in a timely manner before commencement of repair work. Otherwise, we accept no responsibility for the proper execution of the repairs. Crosstown Engineering will only perform the post-repair inspection if the proper paperwork is provided at the time of the request. The paperwork should include the type of piling installed, the piling installation depth, the final pressure and the final scope of work. If the scope of work is to be altered by the contractor, we must be notified prior to installation.

It is known to educated professional engineers that the soils in this area are subject to movement due to expansion, contraction or densification of the soils, etc. This soil movement could possibly cause the foundation to move after the remediation plan has been implemented and may impact the stability of the foundation and cause damage.

We do not warrant the future performance of the subject foundation and the reader is urged to review this entire report. The limit of liability is limited to the fee paid for this opinion. No further agreement shall be made, altered, or varied except by written instrument. Diligent foundation care to maintain consistent soil conditions along the perimeter should reduce further problems after the recommendations within this report have been implemented. However, seasonal moisture variations, water leaks, erosion and other factors may affect the stability of the foundation and put it in danger of further damage.

Neither Crosstown Engineering, its sub-contractors, nor Adam Green, P.E., are responsible for liability to the owner or others for acts or omissions of the contractor to carry out the repairs in accordance with their agreement or for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. The contractor is solely responsible for the warranty of the work performed in accordance with their agreement.

Please see the pier specifications (if provided) and limited repair plan for more information.

Sincerely,

Crosstown Land Development Services Texas Engineering Firm (F-15944)

Adam Green, P.E., MBA Professional Engineer (TX #116597)



4 of 7 - Date: 6/9/2022





# CROSSTOWN ENGINEERING

TBPE FIRM F-15944 - WWW.CROSSTOWNENGINEERING.COM (469) 751-7694 - DALLAS METROPLEX



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dotloop signature verification: dtlp.us/pS4n-bClb-GqGy
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# Perma Pier

Foundation Repair of Texas

# **CERTIFICATE OF WARRANTY**

RedFin

Owner

dotloop signature verification: dtlp.us/pS

**115 Colonol Drive** 

Address

**Richmond TX 77469** 

City, State, ZIP code

Lifetime Transferable Warranty on Newly Installed Piers Has received a

Warranty under

the terms of the original written agreement dated

8/10/2022

Perma-Pier Service Center **1121 Fountain Parkway** Grand Prairie TX 75050 Office (214) 637-1444 Fax (214) 637-0440

Shawn Lawson	
Shawn Lawson	
Owner	

Date

9/8/2022



#### See Terms and Conditions on contract for unabridged terms

# LIFETIME WARRANTY

It is the intention of the Company to permanently stabilize the *settlement* of that portion of the foundation covered by the contract within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1" settlement in 20' horizontal span.) The LIFETIME WARRANTY WORK applies to concrete pilings, steel pressed pilings, and hybrid pilings. This warranty applies ONLY to the work performed by the COMPANY described as LIFETIME WARRANTY WORK under the terms, provisions, and conditions of the contract.

# **TRANSFER OF WARRANTY**

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made.

UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN NINETY (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULLAND VOID. To transfer the warranty, a Warranty Transfer Form, a current passing plumbing test (within the past year,) and a \$250 transfer fee (or the current transfer fee in effect at the time of transfer) must be sent to the address on the front of this warranty certificate.

# THIS WARRANTY SHALL BE NULL AND VOID IF:

- 1) Full payment is not made within 30 days of completion of work as specified.
- 2) An additional story is added to the structure, or changes of a similar scope are made, without the prior written approval of Company, when such changes would affect loads on the foundation.
- 3) The structure is sited on a fault, or is affected by an earthquake or flood.
- 4) The foundation is undermined (i.e., unaddressed plumbing leaks, soil slumping, eroding, creek beds, excavations, etc.)
- 5) Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the underground facility or swimming pool depth.
- 6) The natural eroding of existing structure.
- 7) Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature occur.
- 8) Any party other than Perma-Pier Foundation Repair of Texas adjusts or modifies the piers/pilings installed by Perma-Pier.
- 9) The structure is partially or completely dismantled, razed, or demolished.

# **ARBITRATION OF DISPUTES**

In the event that the Owner and Company cannot agree that the movement in the foundation has been controlled and settlement is within the tolerances specified above, it is specifically agreed by acceptance of this warranty that the matter shall be determined by binding arbitration. Each party shall select one (1) arbitrator who shall be a Registered Professional Civil or Structural Engineer, experienced in the field of shallow foundations and engaged solely in the private practice of his or her profession. If the 2 selected engineers cannot reach agreement, then an Arbitrator of like qualifications shall be selected by the American Arbitration Association, or any success or thereto, on application of either party. Arbitration shall be conducted in accordance with the prevailing rules of the American Arbitration Association or any successor thereto.





Perma Pier Foundation Repair of Texas 1121 Fountain Parkway Grand Prairie, TX 75050 214-637-1444 www.Permapier.com

**BILL TO** Redfin Home Services 1099 Stewart Street Seattle, WA 98101 USA

	INVOICE 57199649	INVOICE DATE Aug 15, 2022
JOB ADDRESS	Completed Date: 8/15	5/2022
Demarcus Horton	Customer PO: #RH718	867
115 Colonol Drive	Payment Term: Due U	pon Completion
Richmond, TX 77469 USA	Due Date: 8/15/2022	

Т

TASK	DESCRIPTION		QTY	PRICE	TOTAL	
INTCONBRK	Interior Concrete Breakouts- match and not be expected a responsible for moving furnin flooring material, or for dust	10.00	\$200.00	\$2,000.00		
EXTB	Exterior Concrete Breakouts- match of color/finish should	-	-	1.00	\$150.00	\$150.00
ENGR	Final Engineering Report Onl	у		1.00	\$300.00	\$300.00
PER	Permit		1.00	\$250.00	\$250.00	
ICP	Concrete Pressed Pilings. The and driven into the ground u are pushed to a point of refu first.	sing a specialized hy	draulic press. The pilings	35.00	\$350.00	\$12,250.00
PAID ON		ТҮРЕ	MEMO			AMOUNT
8/25/2022		ACH	PIF			\$14,950.00

	SUB-TOTAL	\$14,950.00
	ТАХ	\$0.00
	TOTAL DUE	\$14,950.00
	PAYMENT	\$14,950.00
	BALANCE DUE	\$0.00
Thank you for choosing Perma Pier Foundation Repair attached is your in	voice for repair.	
*Check or ACH are preferred, however credit card payments services are	accepted with a 3.5% (Visa and	
MasterCard) or 4.5% (American Express) processing fee. All returned/NSI	F checks (physical or electronic) w	ill result in a \$35

**CUSTOMER AUTHORIZATION** I authorize Perma Pier Foundation Repair of Texas to do the work as specified in the estimate, of \$14,950.00 at 115 Colonol Drive, Richmond, TX 77469 USA.

Any questions or concerns were answered and accept the Terms and Conditions outlined in the estimate.

Thank you, JJS Structural Repair - Kevin Perma Pier Foundation Repair of Texas

\*Jobs cancelled within seven days prior to start date will be charged \$250, plus the cost of permit and Engineering.

Sign here

Date 8/15/2022

#### **CUSTOMER ACKNOWLEDGEMENT**

I agree that all work performed by Perma Pier Foundation Repair of Texas at 115 Colonol Drive, Richmond, TX 77469 USA has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction.

My signature signifies my full and final acceptance of all work performed.

processing fee. All past due customer balances are subject to a 3% late fee

Sign here

Date 8/15/2022



#### 1. GENERAL CONDITIONS

- 2. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as practically possible. The house will be lifted until, in the sole opinion of the Contractor, further raising will result in excessive damage to cosmetic finishes or to the structure. Complete leveling is not to be expected. Pier locations may vary from site map due to conditions not under control by the Company.
- 3. The Contractor is not responsible for subsequent damage or costs caused by foundation lifting, stabilization, or driving pilings. Seasonal variations in the soil moisture contents may result in the formation of new cracks, or in varying length and width of existing interior and exterior cracks. Complete leveling of this property should not be anticipated. Lifting and/or stabilizing the foundation may cause sheetrock, wallpaper, plaster, roofing, piping, wiring, flooring, or other materials to stress and crack, wrinkle, separate, or break. The Contractor has no obligation to repair or to replace any damage whether it is exposed or concealed or buried, to the foundation, to the structure (including but not limited to cosmetic damage,) plumbing, flooring, electrical wiring, ducting, gas pipes, other portions of the structure and its system, furniture, fixtures, furnishings (including but not limited to artwork, photographs, sculptures, interior light fixtures and/or chandeliers), landscaping, irrigation, vegetation,

shrubs, pavers, flagstone, wood or other decks, to spas or to personal property without regard to when or where said damage occurs except as otherwise set out herein. Contractor will not be responsible for repairing pre-

existing plumbing problems, deteriorated pipes, new plumbing problems or leaks caused by foundation movement before, during, or after lift.

- 4. Prior to work beginning, please remove all outside items from the work areas (including anything that is special to you,) and ground or hanging lighting. We will transplant shrubbery at the point of installation, but we cannot guarantee their survival after transplant. You may wish to consult a landscaper or greenhouse to remove established plantings or shrubs prior to foundation work.
- 5. Customer shall supply Contractor with water and electricity at owner's expense. Contractor must have access to the breaker box at all times and must enter the property at the time it is leveled. Contractor will arrange for

underground line/utility checks (Texas 811) as needed. Contractor has no control over the line check personnel or their scheduling."

- 2. DISCOVERY CLAUSES (requiring a Change Order to continue the foundation work)
- Steel Pier Depth: Any depth beyond 30 feet will incur additional charges through a change order in the amount of \$20.00 per 30 feet.

· Existing Piers: Discovery of existing builder piers, or previous foundation repair piers will incur additional charges

per pier to disable: \$250 - up to 12" diameter; \$500 - 12" to 24" diameter; \$750 - 24" to 36" diameter. For disabling existing

Bullivant-style steel piers (bolted onto the foundation,) the charge will be\$250 per pier.

• Soil Conditions: Any unexpected rock formations or high density clay that keeps us from performing our standard duties will incur additional charges per a change order at \$150/ft.

• Non-Steel Reinforced Grade Beams: If we are performing repairs on a home without reinforced grade beams, work will cease until

- a change order is agreed upon. Excessive Roots: When digging tunnels and excessive roots are discovered, a charge of \$150 per foot of tunnel will be charged on a change order.
- Added Angle Iron/I Beam: If added materials are required, this will incur an additional charge of \$150 per pier on a change order.
- Post-Tension Cable Repairs: If broken cables are discovered, we can repair them at approximately \$900 per cable on a change

order.

• Tunnel: If tunnels are not safe unless shored due to loose soils, or are deeper than 36" from slab, this will incur an additional charge

of \$50/ft. of tunnel on a change order.

- Shoring: Beams deeper than 36" from grade will incur a charge \$50/ft. on a change order, and each pier location will incur an additional charge of \$250 for shoring material and labor.
- Shallow Water Table: If we discover that there is an unusually shallow water table which prohibits our work or changes our work scope, work will cease until a change order is agreed upon Grade beams exceeding 36 inches shall require a change order for access in the amount of \$150 per foot for each access hole.

### WARRANTIES

- LIFETIME WARRANTY The LIFETIME WARRANTY WORK applies to concrete pilings, steel pressed pilings, and composite pilings. It is the intention of the Contractor to permanently stabilize the settlement of that portion of the foundation covered by this contract to within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1" settlement in 20' horizontal span.) This warranty applies ONLY to the work performed by Contractor described as LIFETIME WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. If your foundation work is warranted, a passing plumbing test (current within the last year) is required for Perma-Pier to perform future warranty work or to transfer the warranty. Warranty evaluation will be performed and evaluated as per document number FPA-SC13-1. A copy of this document can be provided upon request.

- THIS WARRANTY SHALL BE NULL AND VOID IF:
- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.
- Post-Repair Plumbing Test is not performed, or if Test fails and repairs are not made. (Applies to all pier related jobs does not apply to drainage or injections.)
- Locating and/or installation of cleanout(s) may be required to perform plumbing test. Installation of cleanout(s) will be at the customer's
- expense if not included in this contract.
- Additional story is added to the structure, or changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.
- The structure is sited on a fault or is affected by an earthquake.
- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.) The natural eroding of existing structure.
- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.
- Any party other than Perma Pier Foundation Repair of Texas adjist or modifies the piers/pilings installed

#### PAD AND BLOCK SUPPORTS WARRANTY

This contract shall act as a proof of warranty for the work performed as described herein provided all requirements have been met. The PAD AND BLOCK WARRANTY WORK applies to

services and installations performed by the Contractor. The Contractor warrants workmanship for one year from the date of installation. This warranty applies ONLY to the work performed by Contractor described as PAD

AND BLOCK WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. THIS WARRANTY SHALL BE NULL AND VOID IF:

. Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.

Changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.

The structure is sited on a fault or is affected by an earthquake.

. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool. . The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.)

The natural eroding of existing structure.

Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.

#### **RESET / RESHIM ADJUSTMENTS WARRANTY**

This contract shall act as a proof of warranty for the work performed as described herein provided all requirements have been met. The RESET / RESHIM ADJUSTMENTS WARRANTY

WORK applies to pier and beam, pad and block, and sonotube installations performed by the

Contractor. The Contractor warrants workmanship for one year from the date of installation. Providing the requirements for initial warranty has been met, the Contractor will perform adjustments to the property at no charge to the Owner. This warranty applies ONLY to the work performed by Contractor described as RESET / RESHIM ADJUSTMENTS WARRANTY WORK

under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. THIS WARRANTY SHALL BE NULL AND VOID IF:

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.

- Changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.
- The structure is sited on a fault or is affected by an earthquake.
- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of
- the swimming pool.
- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.)
- The natural eroding of existing structure.
- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.

#### **OPENDOOR/ZILLOW WARRANTY LIMITED LIFETIME WARRANTY**

It is the intention of the Company to permanently stabilize the settlement of that portion of the foundation covered by the contract within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1"settlement in 20'horizontal span.)

The LIMITED LIFETIME WARRANTY WORK applies to concrete pilings, steel pressed

pilings, and hybrid pilings. This warranty applies ONLY to the work performed by the COMPANY described as LIMITED LIFETIME WARRANTY WORK under the terms, provisions, and conditions of the contract.

There is no charge within the first year for a warranty visit or pier adjustment. \$100/ per visit charge, due at scheduling. Any pier needing adjustment at said time will be an additional cost of \$100 per pier.

#### MUDJACKING & POLYURATHANE WARRANTY-

1 Year warranty for settlement within the specified area as noted on sitemap.

#### - MANUFACTURER WARRANTY

The MANUFACTURER WARRANTY WORK applies to warranties offered by Manufacturer on chemical injections installed by the Contractor for the life of the warranty offered Manufacturer. It is the intention of the Contractor to permanently stabilize the movement of that portion of the foundation covered by this contract. This warranty applies ONLY to the work performed by Contractor described as MANUFACTURER WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. THIS WARRANTY SHALL BE NULL AND VOID IF:

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.

- Additional story is added to the structure, or changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.

- The structure is sited on a fault or is affected by an earthquake.

- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.

- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing, leaks pools, creek beds, excavations, etc.)

- The natural eroding of existing structure.

- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.

#### - WORKMANSHIP WARRANTY

This contract shall act as a proof of warranty for the work performed as described herein provided all requirements have been met.

The WORKMANSHIP WARRANTY WORK applies to services and installations performed by the Contractor. The Contractor warrants workmanship for one year from the date of installation. This warranty applies ONLY to the work performed by Contractor described as WORKMANSHIP WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. THIS WARRANTY SHALL BE NULL AND VOID IF:

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.

- Changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.

- The structure is sited on a fault or is affected by an earthquake.

- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.

- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.)

- The natural eroding of existing structure.

- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.

#### - PIER & BEAM WARRANTY

#### This contract shall act as a proof of warranty for the work performed as described herein provided all requirements have been met.

The PIER AND BEAM WARRANTY WORK applies to services and installations performed by the Contractor. The Contractor warrants workmanship for one year from the date of installation and substructure wood replacement for 2 years from the date of installation. This warranty applies ONLY to the work performed by Contractor described as PIER AND BEAM WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. THIS WARRANTY SHALL BE NULL AND VOID IF:

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.

- Changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.

- Presence of WDI (Wood Destroying Insects)

- The structure is sited on a fault or is affected by an earthquake.

- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.

- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.)

- The natural eroding of existing structure.

- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.

#### SONOTUBE WARRANTY

This contract shall act as a proof of warranty for the work performed as described herein provided all requirements have been met.

The SONOTUBE WARRANTY WORK applies to services and installations performed by the Contractor. The Contractor warrants workmanship & materials for five years from the date of This warranty applies ONLY to the work performed by Contractor described SONOTUBE WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. THIS WARRANTY SHALL BE NULL AND VOID IF:

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.

- Changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.

- The structure is sited on a fault or is affected by an earthquake.

- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.

- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds,

excavations, etc.)

- The natural eroding of existing structure.

- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature

#### TRANSFER OF SONOTUBE WARRANTY

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID. NOTE: To transfer the warranty, a Warranty Transfer Form, a current passing plumbing test (within the past year,) and a transfer fee (the current transfer fee) must be sent to the address stated in Section 8 below.

#### TRANSFER OF OPENDOOR LIMITED LIFETIME WARRANTY

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made.

UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN NINETY (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID. To transfer the warranty, a Warranty Claim Form, a current passing plumbing test (within the past year,) and a transfer fee ( the current transfer fee in effect at the time of transfer) must be sent to the address on the front of this warranty certificate.

#### THIS WARRANTY SHALL BE NULL AND VOID IF:

1) Full payment is not made within 30 days of completion of work as specified.

2) An additional story is added to the structure, or changes of a similar scope are made, without the prior written approval of Company, when such changes would affect loads on the foundation.

3) The structure is sited on a fault, or is affected by an earthquake or flood.

4) The foundation is undermined (i.e., unaddressed plumbing leaks, soil slumping, eroding, creek beds, excavations, etc.)

5) Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the underground facility or swimming pool depth.

6) The natural eroding of existing structure.

7) Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature occur.

8) Any party other than Perma-Pier Foundation Repair of Texas adjusts or modifies the piers/pilings installed by Perma-Pier.

9) The structure is partially or completely dismantled, razed, or demolished.



#### 4. TRANSFER OF WARRANTY TRANSFER OF LIFETIME WARRANTY

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID. NOTE: To transfer the warranty, a Warranty Claim Form, a current passing plumbing test (within the past year,) and a transfer fee (the current transfer fee) must be sent to the address stated in Section 8 below.

#### TRANSFER OF MANUFACTURER WARRANTY

This warranty is non-transferable unless otherwise specified by the Manufacturer.

#### TRANSFER OF WORKMANSHIP WARRANTY

This warranty is non-transferable unless otherwise specified by the Contractor.

#### TRANSFER OF PAD BLOCK WARRANTY

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN (90) DAYS AFTER TRANSFER OF TITLE, THIS

WARRANTY IS NULL AND VOID. NOTE: To transfer the warranty, a Warranty Transfer Form, a current passing plumbing test (within the past year,) and a transfer fee (the current transfer fee) must be sent to the address stated in Section 8 below.

#### TRANSFER OF PIER AND BEAM

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN (90) DAYS AFTER TRANSFER OF TITLE, THIS WARPANTY IS NULL AND VOID NOTE: To transfer the warranty. A Warranty Transfer Ferm a current passing plumbing test (within the past year) and a transfer

WARRANTY IS NULL AND VOID. NOTE: To transfer the warranty, a Warranty Transfer Form, a current passing plumbing test (within the past year,) and a transfer fee (the current transfer fee) must be sent to the address stated in Section 8 below.

#### 5. TERMINATION OF WARRANTY

The Contractor may terminate this warranty at any time by paying the current owner an amount equal to the total payments made under the original contract.

#### 6. DISCLAIMER OF ADDITIONAL WARRANTIES

OTHER THAN THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, CONTRACTOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTEE, REPRESENTATION, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING ANY OF THE FOLLOWING: (A) THE HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY AND IMPROVEMENTS WHERE THE PROJECT SITE IS LOCATED AS NOW EXISTING OR AFTER COMPLETION OF THE WORK; (B) THE MANNER OR QUALITY OF THE WORK AND THE CONSTRUCTION OF ANY IMPROVEMENTS TO THE PROPERTY BEING IN A GOOD AND WORKMANLIKE MANNER OR OTHERWISE.

#### 7. DISPUTE RESOLUTION

A. Mediation: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be arbitration. The parties shall share the mediator's fee equally. The mediation shall be held in Dallas, Texas.

**B**. Arbitration: In the event mediation is not successful, all claims or disputes or other matters in question that are not resolved within ten (10) days following mediation of such claim, dispute or other matter in question shall be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association; provided, however, that the arbitration hearing shall take place on a fast-track basis, not more than ninety (90) days following delivery by either party of written demand for arbitration to the American Arbitration Association. The arbitration shall be heard and determined by a single neutral arbitrator to be mutually selected and appointed by the disputing parties within 14 days of the date any party makes a written demand for arbitration. If the parties cannot mutually select and agree on an arbitrator a neutral third party such as the local office of the AAA or a local court shall be utilized to select and appoint an arbitrator. The seat of the arbitration and the place of issuance of the final award shall be Dallas, Dallas County, Texas

WAIVER OF JURY TRIAL-TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE OWNER AND CONTRACTOR EACH IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE PROVISIONS OF THIS AGREEMENT OR ANY DOCUMENT DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY, WHETHER NOW EXISTING OR ARISING HEREAFTER. THE OWNER AND CONTRACTOR EACH AGREES AND CONSENTS THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

#### 8. NOTICES

Direct notices and/or payments to: Perma-Pier Foundation Repair of Texas, 2821 E. Randol Mill Rd, Arlington,

TX 76011. All returned/NSF checks (physical or electronic) will result in a \$35 processing fee. All past due customer balances are subject to a 3% late fee.

Jobs cancelled within seven days prior to the start date will be charged \$250 plus the cost of permit and engineering.

In the event that payment is required and bank account information or a check is provided as a form of payment, I hereby authorize Perma Pier Foundation Repair, herein called Perma Pier Foundation Repair, to (i) initiate a debit entry to my account, and to debit the same to such account, (ii) use information from my check to make a one-time electronic fund transfer from my account or (iii) process the payment as a check transaction, as determined by Perma Pier Foundation Repair and as applicable.

I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law and that I may only revoke this authorization by notifying Perma Pier Foundation Repair as provided below.

9. This authorization is to remain in full force and effect for the payment on this invoice, until Permapier Foundation Repair has received written notification from me of its termination in such time and in such manner as to afford Permapier Foundation Repair a reasonable opportunity to act on it. If you believe any of the above information to be in error or to contact the Permapier Foundation Repair for information on revoking this authorization, please contact us at 214-637-1444.

#### **10. WAIVER OF CONSEQUENTIAL DAMAGES**

The Owner and Contractor waive consequential damages for claims, disputes or other matters in question arising

out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages arising out of or related to this agreement, including but not limited to the termination of this Agreement by either the Owner or Contractor



# Foundation Repair of Texas

## **IMPORTANT DISCLOSURES**

Perma-Pier has successfully completed over 25,000 jobs and it is our commitment to be transparent

and ensure customer satisfaction on every foundation repair project. Here are a few notable points:

#### WHAT TO EXPECT AFTER YOUR FOUNDATION REPAIR

Absolute leveling of your structure is not to be anticipated. Perfection is not attainable by remedial measures. When a foundation is lifted, stabilized, or moved, it is impossible to say exactly where additional issues may occur. This may result in the formation of new cosmetic cracks or in varying length and width of existing interior/exterior cracks, etc. Proper soil moisture should be maintained. Future changes in the soil moisture beneath this structure either from natural or manmade events, soil movement, site drainage, plumbing leaks, or other items may cause foundation movements, thus affecting the performance of the foundation. Because the structure has endured foundation movement and framing distress, residual differential elevation and perceptible floor slope or some leaning door frames/windows or other re-occurring damages and noticeable issues may remain following the foundation repairs. Most cracks are normal for a structure in Texas as are interior doors moving slightly and sticking because of humidity changes or minor movement in the framing system. Periodic repair of this type should be considered a normal item (cosmetic) and not a structural failure.

Due to the mechanical nature of a foundation repair, unpredictable damage may happen to peripheral items, which are the homeowner's sole responsibility. For instance, exterior or interior brick may show new stress and crack; doors, windows, or attached exterior gates may fit differently; ductwork and stiffer flooring materials may not flex when the foundation moves and may crack or separate; interior cosmetic cracks may or may not be remedied and new cracks may occur. You may hear creaking as the foundation settles into its new position. If doors and windows were square to the foundation when it was not level, they may not fit the same after we adjust the foundation. We do not reset doors or guarantee that they will be aligned after a lift. Also, the natural expansion and contraction of wood can periodically cause doors to stick. You may wish to hire a carpenter to re-hang or shave the doors if you would like them to be square. Also, when we dig to install piers, it will loosen the dirt. We will pack it back down after the lift but sink holes may still develop. This doesn't harm the foundation, but please call our warranty department and we will have a crew fill those in for you.

Please keep in mind that your house has been slowly settling over a period of years, and we adjust it in a matter of hours. Concrete can bend if pressure is applied slowly over a long time period. Concrete will often develop a "stress memory" over the years that won't allow a slab to return to its original shape. It's possible all the components of your home will move equally, and no damage will occur. It's also possible that sheetrock, brick, and other finishes and fixtures may show some new stress during and after a foundation repair as they adjust to their new levels.

After your foundation is lifted or stabilized, we encourage you to patch all exterior surfaces right away to prevent insect, water, and air penetrations (Perma-Pier does not repair grout work.) For other repairs, we typically recommend you wait 60-180 days (depends on the amount of work done) after we complete the foundation work before beginning any repairs on your home (including sheet rock repair, cracks in walls, interior brickwork, windows, doors, room additions, remodeling, paint, flooring, etc.) It will take at least this long for interior materials to relax into the new positions created by foundation movement. If interior pier work was done, we recommend you wait 72 hours before replacing any type of flooring (carpet, tile, wood, laminate, etc.) on top of the concrete patch. To assure a smooth surface, please keep people and pets from walking on the affected area; we do not cover post-installation damage.

#### PLANTS AND SHRUBS

We will remove or cut back plants if they are in the way but do not expect them to live because of the strain that is put on them. We do not specialize in landscaping. WE DO NOT GUARANTEE PLANT REPLACEMENT, ALIGNMENT, OR SURVIVAL AFTER REMOVAL. Before foundation work starts, plan on removing the plants and shrubs that are in the work area. If your plants are well established or are significant to you, we strongly recommend you have them removed and replanted by a lawn & garden professional to help them survive. Grass and smaller plants are not moved and may not survive the traffic associated with the remedial construction activity of a foundation repair.

#### UNDERGROUND PLUMBING

If your foundation has heaved or settled, your plumbing may already have been affected. The normal process of stabilizing your foundation can place additional stress on your plumbing. As the foundation is raised, the plumbing remains firmly embedded in the ground and pipes can be compromised when your house is lifted back towards its original position. This means your plumbing system may require repairs as well. While the majority of foundation repairs result in no plumbing issues, approximately 33% of all foundation repairs will need additional plumbing repair. Because plumbing runs underground and through the foundation, no foundation repair company can be responsible for the cost of these repairs should they be required. Perma-Pier has partnered with Black Tie Plumbing with a Responsible Master Plumber who specializes in foundation repair plumbing issues. You may also use any other State of Texas board-approved plumber in the event that repairs are needed.

# <u>Perma Pier</u>

# Foundation Repair of Texas

# **CUSTOMER RESPONSIBILITY PROVISIONS**

- \_Please clear the areas where work is to be performed to allow good access and to avoid damage to personal items. Someone needs to be home at the time of the lift as we need inside access to verify readings and for final walk-through. \_Be aware that foundation work may lead to other items needing repair which are the customer's sole responsibility. \_This bid does not include any cosmetic repairs, painting, caulking, mortar repair, door or window adjustments, etc. Doors and windows may fit differently after the repair than they did before the foundation was re-positioned. Lifting and/or Stabilizing may cause stress to sheetrock and new cosmetic cracks will likely occur during & after work. \_Wallpaper, plaster, sheetrock, flooring, roofing, wiring, or other items may warp, separate, wrinkle, crack, or break. Countertops, cabinets, doors & windows that were level before the foundation repair may need to be re-leveled. \_Stiffer flooring material and tiles are vulnerable to cracking or separation during a foundation repair. \_There is the potential for damage to unmarked underground water pipes, sprinklers, gas pipes, cable, and/or electrical wiring. Seasonal foundation movement is to be expected in Texas and cosmetic cracks may appear from time to time. Exterior/Interior brick and mortar cracks & expansion joints may or may not completely close and new cracks may appear. If subflooring is to be removed or replaced, the customer is responsible for removing all items sitting on the floor. \_Underground plumbing may be affected and require repair after foundation lifting, mudjacking, and/or stabilization. Plumbing leaks that occur before, during, or after any foundation work are not covered under this contract. \_Customer is to remove furniture, carpet, flooring, and/or decking if we must go through it to make repairs. \_Carpet, flooring, or decking may have to be pulled back or removed, but we do not replace, repair, or reinstall it.
- \_\_\_\_\_There will be a large amount of dust when making concrete breakouts and customer is responsible for house cleaning.
- \_\_\_\_With Pier & Beam work, we cannot guarantee that all issues are discovered due to the lack of visibility and/or access.
- \_\_\_\_There is the potential for some damage to ducting in crawlspaces.
- \_\_\_\_Jobs cancelled within seven days prior to the start date will be charge \$250, plus the cost of permit and Engineering

\_ Plants, bushes, trees, vegetation, etc. that we must cut back and/or move out of the way will be distressed and will probably not survive. Please contact a landscaper or gardener to have them professionally moved before foundation work begins. Perma-Pier does not reimburse or replace plants that wither, shrivel, die, or are destroyed because of foundation repair and associated activities such as moving plants, digging, equipment traffic, foot traffic, etc.



# PLUMBING TEST ADDENDUM

A Post-Repair Plumbing Test on both the fresh water and sewer systems is Required on ALL Pier/Piling Related Jobs. When a plumbing test is included in the contract, we will arrange for Black Tie Plumbing to perform a post-foundation repair plumbing test for the property once all completed job paperwork is received in the main office. This testing consists of a **Domestic Water Pressure Test** along with a **Sewer Hydrostatic Test** at slab level. A passing plumbing test assures both you and Perma-Pier Foundation Repair that there is no leaking water under the foundation that could add moisture to the soils supporting the foundation which can compromise your foundation. In our experience of over 25,000 successful jobs, only about one third of structures that need or have foundation repair also have an existing, or may develop, a plumbing leak. A pre-existing plumbing leak can actually be the reason foundation problems occurred in the first place. Plumbing pipes run under and through the foundation. Movement of the supporting soils makes foundation repairs necessary and may cause pipes to become compromised. These leaks typically lead to unequal moisture in the soils supporting the structure and can undermine your foundation. Swelling of the soil caused by too much moisture due to unaddressed plumbing leaks could potentially void any company's warranty.

\*Please note that your foundation work is warranted, and a recent (within the past year) passing plumbing test is required for future work done under warranty or to transfer the warranty in case the property is sold.

In order to perform the post-repair domestic water pressure test, we will need access to a hose faucet utilizing the supplied city pressure. The sewer hydrostatic test is performed by using the cleanout. If a cleanout is not easily found, you may have one but it may be hidden by mulch, groundcover, dirt, gravel, etc. and Black Tie Plumbing can try to locate it, if you wish, for \$150.00. If a cleanout does not exist, or if the cleanout is not directed toward the house, installation of a dual-directional (two-way) cleanout is recommended and can be installed by Black Tie Plumbing for approximately \$750 - \$950, depending on the depth of the main line. If there are any obstructions, (roots, trees, concrete, gravel, etc.) or if the main sewer pipe is unusually deep, additional charges may apply.

In the event that the plumbing test fails, Black Tie Plumbing may be hired to perform a leak locate and subsequent repair(s). Because plumbing runs underground and through the foundation, no foundation repair company can be responsible for the cost of these repairs should they be required. It is the customer's financial responsibility to repair plumbing leaks.

Should the dual-directional cleanout require locating and/or installing, or if plumbing repairs are needed, we recommend you use our partner company, Black Tie Plumbing, for this because foundation plumbing is their specialty. You may also use any State of Texas board-approved Master Plumber to either locate and/or install a dual-directional cleanout, perform repairs, or to perform post-repair plumbing tests. If you elect to use a licensed plumber other than Black Tie Plumbing for any repairs, please have them also perform the appropriate test(s) after repairs. Black Tie Plumbing will not certify another plumber's repairs. Perma-Pier will need a copy of the passing plumbing test once it's completed to maintain your warranty. Please note that if additional plumbing repairs are made, all inspections, permits, and codes are to be followed in accordance with state and local statutes.

Jeremy Boon, RMP, M-43684 Texas State Board of Plumbing Examiners Mailing: P.O. Box 4200 Austin, Texas 78765 Physical: 929 East 41st St., Austin, TX 78751 Phone: (512) 936-5200



Adam A. Green, P.E. (FL & TX), MBA

Tampa: (813) 702 -3398 | Dallas/Ft. Worth (469) 751-7694 www.CrosstownEngineering.com

Date:	June 9, 2022
Attention:	Redfin Now (via email)
Subject:	Standard Initial Foundation Repair Evaluation Slab Foundation 115 Colonel Dr., Richmond, TX. 77469

Crosstown Engineering (CE) was retained to inspect the subject foundation and to provide an opinion regarding the performance of the foundation. This report provides our reasonable professional opinion of the condition of the foundation on the date of our inspection and does not take into consideration any changes in the condition of the foundation or soils after that date. The contents of this report supersede any verbal comments made regarding the structure before, during or after the inspection and this report was prepared for exclusive use of the person or persons this report was prepared for and we do not have any obligation or contractual relationship to any other party other than the party this report was prepared for. Observations for compliance with any code or specification other than those explicitly stated are not included.

# Scope of Work:

The subject foundation was visually inspected and a floor elevations survey was performed in areas that were accessible at the time of the inspection. The opinions provided within this report are based on the experience and judgment of the inspector and the information provided at the time of the inspection. This report also gives engineering advice with regard to the best and most economical repair method assuming normally expected subsurface conditions and conventional construction methods. It is known to all educated engineers with knowledge of the active soil supporting the structure that a full repair plan would include the underpinning of the entire structure and is not economically feasible due to the cost vs. benefit and the risk of resulting damages.

# Scope of Work Limitations:

This report is for informational purposes only and is not intended to provide a detailed inventory of defects or a technical evaluation of the structure, drainage system or the overall property. The inspection excludes plumbing tests or procedures, verification of previous foundation repairs, framed superstructure, detached buildings, privacy or retaining walls, general site drainage away from the structure, material and soil sampling/testing, and verification of concrete reinforcement or knowledge of the location of interior grade beams, boxed structural members not in plain sight or previous repair work.

The client or individual ordering this report agree that Crosstown Engineering is not responsible for knowledge of the subsurface conditions without extensive geotechnical investigation including on-site drilling or testing of samples.

The future performance of this foundation cannot be predicted due to variables out of the control of the inspector. Therefore, this report does not predict or warrant the future performance of the subject foundation and the reader is encouraged to read the entire report.



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# Document Review:

Documents were not provided for review. Documents that provide original structural design drawings, design conditions, or "as-built" drawings or slab elevations at the time of construction were not available at the time of the inspection. Therefore, knowledge of interior grade beam locations or other foundation information is unknown. If existing piers are shown in the limited repair plan, their locations were provided by the client and are approximated. We do not certify their performance or existence. If the reader would like to determine if they are present, they must contact the owner or contractor to obtain an engineering certificate for them.

# General Observations:

For the purposes of this report directions will be described using the terms left, right, front, and back with the front referring to the side of the structure indicated on the limited repair plan.

The structure is two stories tall with a slab-on-grade foundation. The primary structural system of the structure is a wood framed system with exterior brick veneer and interior drywall with various finishes. The foundation was not exposed during our inspection and was covered with various floor-covering types.

# Guttering, Foundation Watering, Grading, and Vegetation Observations:

The terrain immediately surrounding the structure was visually observed during the inspection. We observed the following:

- The gutter system is adequate.
- The drainage system is adequate.
- The terrain is landscaped with grass, several trees, and some shrubbery. No trees and/or shrubs are close to the foundation.

# Floor Elevation Discussion:

A relative elevation floor survey was performed using a Ziplevel Pro-2000B to map the surface topography of the floor of the living area and garage (if present). The floor plans and the elevations are illustrated on the limited repair plan. The elevations were adjusted based on the flooring type encountered to be on the same plane as the base point floor type. If a garage was present, the garage ceiling was measured and adjusted to be on the same plane as the foundation. Garage floors are designed to slope and are not as effective in measuring foundation movement.

# Visual Observations:

Brick cracks, drywall cracks, floor cracks, window separations, brick joint separations, frieze board separations and trim separations were observed. Based on our observations of the structure, the structure's physical damage, and review of the elevation map, we believe the structure has experienced foundation movement over the life of the structure, resulting in differential movement of the slab-on-grade foundation.

Damage observations were notable in multiple areas of the structure and are correlated with floor elevation data.



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## Foundation Repair Recommendations:

We recommend performing the following in the approximate locations of the structure as indicated on the limited repair plan:

- Rebuilding pillar wall before installing pilings.
- Installing 35 total pilings (24 exterior, 11 breakouts).

The purpose of the piling installation is to support the failed areas and improve elevations in areas of differential settlement if possible. Please see the limited repair plan for more information.

## Maintenance Opportunities:

We recommend pre-lift and post-lift plumbing tests be performed on the sewer and potable plumbing lines. The results of the tests should be immediately provided to our office.

Maintaining a fully functioning gutter system will minimize ponding, soil loss and erosion, and will help control seasonal movement near the foundation. The gutter system should direct storm-water discharge away from the foundation through downspouts to a well-drained area that is graded away from the foundation. Optimally, we recommend the gutter system discharge via in-ground solid pipe to a low-lying area far away from the foundation.

Vegetation maintenance and a foundation and yard-watering program will also help control seasonal movement. Maintaining consistent moisture levels in supporting soils at all times of the year is necessary. It is important that the soils be stabilized and maintained with grass or ground cover around the perimeter of the structure to prevent erosion and an exposed or improperly embedded foundation. Large to medium-sized trees, and even large or numerous shrubs, growing too close to a foundation can dramatically effect the moisture content of the soils within the zone of influence beneath the structure. Root systems extract large quantities of water from underlying soils and result in large volumetric changes in the soils (shrinkage). As the tree absorbs water from the soil and the soil volume decreases, the foundation will settle in unsupported. If problematic roots are observed, we recommend removal or installation of tree root barriers.

Grading of the soils around the foundation is a critical element to your foundations health. Sloping the soils away from the home and preventing water from ponding near the foundation is needed to prevent soil "heave". If ponding is noticed near the foundation during the rainy season, consult with an engineer or a drainage contractor immediately. Over-saturated soils can cause "heave" or settlement and contribute to foundation movement.

# Expectations of the Limited Foundation Repairs:

The proposed limited repair plan is intended to provide a reasonable plan to improve the performance of the foundation and is not intended to level the foundation. The contractor shall determine the amount of elevation correction needed based on the reaction of the structure during the lift in order to minimize damages and additional stress.

Because the structure has endured foundation movement and framing distress, residual differential elevation and perceptible floor slope or some leaning door frames/windows or other re-occurring damages and noticeable issues may remain following the foundation repairs.

The soils beneath and surrounding the structure are known to shrink and swell as the seasonal soil moisture content fluctuates. Moving forward, we anticipate that some cracks in the interior and exterior walls will surface due to





seasonal movement within the soils, even after foundation repair. Periodic repair of this type of cracking may be needed.

Underpins (a.k.a. Pilings or Piers) are constructed of steel or concrete and cost and performance will vary. Generally speaking, the deeper a piling is installed, the better it will perform. Shallow installations may be acceptable if they are terminated into rock. This information is meant to serve as a guideline and the owner must decide a reasonable cost/benefit on the property. Piling design is best done with data from a site-specific soils investigation. Such an investigation was not provided and is not a part of this scope of work but we strongly recommend obtaining this data. If this data is not provided, our pier design is only intended to be a minimum standard based solely upon average soil conditions in the general location of the property and as such, may not necessarily provide maximum performance.

## Disclaimer and Disclosure:

The fees collected are for this report and inspection only and do not include additional services. Additional engineering services such as construction compliance inspections or post-repair inspections are available at an additional cost. A request for a construction compliance inspection must be made in a timely manner before commencement of repair work. Otherwise, we accept no responsibility for the proper execution of the repairs. Crosstown Engineering will only perform the post-repair inspection if the proper paperwork is provided at the time of the request. The paperwork should include the type of piling installed, the piling installation depth, the final pressure and the final scope of work. If the scope of work is to be altered by the contractor, we must be notified prior to installation.

It is known to educated professional engineers that the soils in this area are subject to movement due to expansion, contraction or densification of the soils, etc. This soil movement could possibly cause the foundation to move after the remediation plan has been implemented and may impact the stability of the foundation and cause damage.

We do not warrant the future performance of the subject foundation and the reader is urged to review this entire report. The limit of liability is limited to the fee paid for this opinion. No further agreement shall be made, altered, or varied except by written instrument. Diligent foundation care to maintain consistent soil conditions along the perimeter should reduce further problems after the recommendations within this report have been implemented. However, seasonal moisture variations, water leaks, erosion and other factors may affect the stability of the foundation and put it in danger of further damage.

Neither Crosstown Engineering, its sub-contractors, nor Adam Green, P.E., are responsible for liability to the owner or others for acts or omissions of the contractor to carry out the repairs in accordance with their agreement or for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. The contractor is solely responsible for the warranty of the work performed in accordance with their agreement.

Please see the pier specifications (if provided) and limited repair plan for more information.

Sincerely,

Crosstown Land Development Services Texas Engineering Firm (F-15944)

Adam Green, P.E., MBA Professional Engineer (TX #116597)



4 of 7 - Date: 6/9/2022





# CROSSTOWN ENGINEERING

TBPE FIRM F-15944 - WWW.CROSSTOWNENGINEERING.COM (469) 751-7694 - DALLAS METROPLEX



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San Antonio | Austin | Houston | Dallas | Fort Worth

4115 High Sierra, San Antonio, TX 78228 - 469.751.7694 www.CrosstownEngineering.com

Date: August 17, 2022

Attention: Perma Pier Foundation Repair of Texas (via email)

Subject: Post-Repair Virtual Consultation for Permit Slab Foundation 115 Colonel Dr., Richmond, TX

Good Afternoon:

Crosstown Engineering (CE) was retained to review the installation data from Perma-Pier Foundation Repair (Contractor) and perform a virtual observation for the subject residence.

The Contractor provided for review a limited repair documents that included pre-lift elevations for the structure and repair plan consisting of 35 exterior segmental pre-cast concrete piles beneath the slab in the provided locations. In addition, the pillar wall was rebuilt before installing pilings. The pile locations and spacing as shown on the repair plan are in general compliance with the industry standard and generally in accordance with the Contractor's proposal based on the field data provided to us by the Contractor. After work was completed, the area was left with positive drainage away from the structure.

The piling depths and forces as reported by the Contractor are acceptable for this type of structure for the region where the work was completed. The repair was completed in general conformance with the specifications referred to in our previous letter using pre-cast segmental piles.

These repairs should be expected to minimize downward movement of the foundation in the areas of installation. When partial repairs are performed (when the entire foundation is not underpinned), differential movement may occur. Partial repair plans are a standard practice in the industry and they do have the possibility of future movement. Non-supported areas of the slab are not warrantied for foundation movements by the Contractor's warranty.

The future performance of the foundation should function as generally intended if the soil moisture content is maintained and there is no loss in load-bearing capacity of the soil beneath the foundation.

If you have any questions or are in need of further assistance, please contact us at (469) 751-7694.

Sincerely,

Crosstown Land Development Services Texas Engineering Firm (F-15944)

Adam Green, P.E., MBA Professional Engineer (TX #116597)

ADAM A. GREEN 8/17/22



Foundation Repair of Texas

JOB #

ADDRESS

dotloop signature verification: dtlp.us/pS4n-bClb-GqG

570 99649-001 115 Colonel Dr

DATE

CREW CHIEF Heuin Zuniga

PIER No.	Total # of Pilings	PSI	Pier Depth Feet
1	36	10,000	34
2	36	10.000	34
3	36	10,000	34
4	37	10,000	35
5	37	10.000	35
6	36	12.000	34
7	36	10,02	34
8	36	10:00	34
9	37	10.000	35
10	37	10,000	35
11	36	10,000	35 34 34
12	36	10:000	34
13	35	10,000	33
14	35	10.000	33
15	35	10.000	33
16	36	10,000	33 34 33
17	35	10,000	33
18	36	10,000	34
19	36	101000	34
20	36	10,000	34
21	35	10,000	33
22	36	10,000	34
23	35	10,000	33
24	36	10,000	34
25	36	10,000	24
26	36	10,000	34
27	36	10,000	34
28	35	10,000	33
29	35	10,000	33
30	35	10,000	33

PIER No.	Total # of Pilings	PSI	Pier Depth Feet
31	35	lamo	33
32	36	10.000	34
33	35	10,000	33
34	26	12,000	34
35	36	12,202	34
36	0	101000	
37	12		
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# Job #57188012

# Blacktie 2022 Plumbing Test M-43684

Customer:Address:Redfin Home Services115 Colonol Drive, Richmond, TX 77469 USADate of Test:Tech:2022-08-16Jesus Rodriguez 1Domestic Water Pressure TestPSI at Start of Test:58S8Location of Test Gauge:Font left hose bibFront left hose bib15 MinsDomestic Water Pressure Test		
Date of Test:Tech:2022-08-16Jesus Rodriguez 1Domestic Water Pressure TestPSI at Start of Test:PSI at the End of Test:5858Location of Test Gauge:Length of Test:Front left hose bib15 Mins	Customer:	Address:
2022-08-16Jesus Rodriguez 1Domestic Water Pressure TestPSI at Start of Test: 58PSI at the End of Test: 58Location of Test Gauge: Front left hose bibLength of Test: 15 Mins	Redfin Home Services	115 Colonol Drive, Richmond, TX 77469 USA
Domestic Water Pressure TestPSI at Start of Test:PSI at the End of Test:5858Location of Test Gauge:Length of Test:Front left hose bib15 Mins	Date of Test:	Tech:
PSI at Start of Test:PSI at the End of Test:5858Location of Test Gauge:Length of Test:Front left hose bib15 Mins	2022-08-16	Jesus Rodriguez 1
5858Location of Test Gauge:Length of Test:Front left hose bib15 Mins	Domestic Water Pressure Test	
Location of Test Gauge:Length of Test:Front left hose bib15 Mins		
Front left hose bib 15 Mins	PSI at Start of Test:	PSI at the End of Test:
Domestic Water Pressure Test Results:	58	58
	58 Location of Test Gauge:	58 Length of Test:

Pass

"Domestic Water Pressure Test" is defined as: All water piping extending from the water meter, yard line and fixtures throughout the home. The test is performed by installing a gauge onto a hose bib utilizing the supplied city pressure and turning off the water at the meter. If a leak is indicated it could be a fixture drip, leak in the yard line, leak in the sprinkler system or a leak under the slab. If the system leaks, we recommend a leak location test be performed to identify where the leak is in the domestic water system.

# **Sewer Hydrostatic Test**

Type of Cleanout:	Material Type:
Single 2-Way	PVC
Size of Cleanout	Length of Test:
4 Inch	30 Mins
Location/Depth:	Sewer Hydrostatic Test Results:
Front right corner. 2'deep	Pass

"Sewer Hydrostatic Test" is defined as: All sewer piping extending from the cleanouts to under perimeter beams of the foundation of the building. The test is performed by raising the cleanout to slab level, inserting a test ball into the sewer system and filling the sewer with water to slab level. If a leak is indicated, we would recommend a leak location test be performed to identify where the leak/leaks are in the sewer system. Leak tests are accurate in most but not all cases. Before going through the expense of performing the leak locate, have the sewer tested again. If you use BlackTie Plumbing to perform the leak locate and we identify there is no leak we will not charge you for the additional testing. Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, Texas 78765-4200 Physical Address 929 East 41st St., Austin, TX 78751 Phone: (512) 936-5200 Jeremy Boon M-43684

# **TEXAS REALTORS**

# SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

#### 115 Colonel Drive, Richmond, TX 77469 CONCERNING THE PROPERTY AT

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller X is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? (approximate date) or never occupied the Property NA

# Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Υ	Ν	U	Item	Item Y N U Item		Υ	Ν	U		
Cable TV Wiring	Х			Liquid Propane Gas:	Liquid Propane Gas: X Pump: sump grinder					Х	
Carbon Monoxide Det.			Х	-LP Community (Captive)	-LP Community (Captive) X Rain Gutters X				Х		
Ceiling Fans	х			-LP on Property	-LP on Property X Range/Stove X				Х		
Cooktop		Х		Hot Tub		Х		Roof/Attic Vents	Х		
Dishwasher	х			Intercom System	Intercom System x Sauna				Х		
Disposal	х			Microwave	Microwave x Smoke Detector x			х			
Emergency Escape Ladder(s)		x		Outdoor Grill	Outdoor Grill x Smoke Detector - Hearing Impaired				х		
Exhaust Fans	Х			Patio/Decking		Х		Spa		Х	
Fences	Х			Plumbing System	Х			Trash Compactor		Х	
Fire Detection Equip.			Х	Pool		Х		TV Antenna			Х
French Drain		Х		Pool Equipment		Х		Washer/Dryer Hookup	х		
Gas Fixtures		Х		Pool Maint. Accessories	Pool Maint. Accessories x Window Screens x		х				
Natural Gas Lines	Х			Pool Heater		Х		Public Sewer System	х		

Item	Y	Ν	U	Additional Information
Central A/C	Х			X electric gas number of units: 2
Evaporative Coolers		Х		number of units:
Wall/Window AC Units		х		number of units:
Attic Fan(s)		Х		if yes, describe:
Central Heat	Х			electric <u>x</u> gas number of units:
Other Heat		х		if yes, describe:
Oven	X			number of ovens: <u>1</u> electric gas other:
Fireplace & Chimney	Х			_ <u>X</u> wood gas logs mockother:
Carport		х		attachednot attached
Garage	Х			<u>x</u> attached not attached
Garage Door Openers		Х		number of units: number of remotes:
Satellite Dish & Controls		Х		ownedleased from:
Security System	X			X_ownedleased from:
Solar Panels		х		owned leased from:
Water Heater	Х			electric x_gas other: number of units:
Water Softener		Х		ownedleased from:
Other Leased Items(s)		Х		<del>if y</del> es, describe:
(TXR-1406) 09-01-19	Initialed I	oy: B	uyer	$\beta_{f_{k}}$ , and Seller: $\beta_{f_{k}}$ , Page 1 of 6

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Fax:

#### 115 Colonel Drive, Richmond, TX 77469 Concerning the Property at

Underground Lawn Sprinkler	<	automaticmanual_areas covered:
Septic / On-Site Sewer Facility	<	if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by: \_\_\_\_\_ city \_\_\_ well X\_ MUD \_\_\_ co-op \_\_\_ unknown \_\_\_ other: \_\_\_\_\_

Was the Property built before 1978? yes x no unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

(approximate)

Age: 3 years Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes  $\chi$  no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? x yes no If yes, describe (attach additional sheets if necessary):

According to buyer's inspection, water heater is past life expectancy and rain gutters are damaged.

# Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

ltem	Υ	Ν
Basement		х
Ceilings		х
Doors		Х
Driveways	Х	
Electrical Systems		Х
Exterior Walls	Х	

Roof Type: shingles

ltem	Y	Ν
Floors		х
Foundation / Slab(s)	Х	
Interior Walls	Х	
Lighting Fixtures		Х
Plumbing Systems		Х
Roof		Х

ltem	Y	Ν
Sidewalks		Х
Walls / Fences	х	
Windows		х
Other Structural Components		Х

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

Per buyer's inspection(s), foundation repair needed, damaged brick column, fractures / stains on drywall. Per buyer's inspection, damaged fences.

## Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Υ	Ν	Condition	Y	Ν
Aluminum Wiring		Х	Radon Gas		Х
Asbestos Components		Х	Settling		X
Diseased Trees:oak wilt		х	Soil Movement		X
Endangered Species/Habitat on Property		Х	Subsurface Structure or Pits		x
Fault Lines		х	Underground Storage Tanks		x
Hazardous or Toxic Waste		х	Unplatted Easements		x
Improper Drainage		x	Unrecorded Easements		X
Intermittent or Weather Springs		х	Urea-formaldehyde Insulation		x
Landfill		Х	Water Damage Not Due to a Flood Event		X
Lead-Based Paint or Lead-Based Pt. Hazards		Х	Wetlands on Property		Х
Encroachments onto the Property		Х	Wood Rot		Х
Improvements encroaching on others' property		x	Active infestation of termites or other wood		x
			destroying insects (WDI)		
Located in Historic District		х	Previous treatment for termites or WDI		х
Historic Property Designation		Х	Previous termite or WDI damage repaired		Х
Previous Foundation Repairs		Х	Previous Fires		Х
Previous Roof Repairs	Х		Termite or WDI damage needing repair		Х
Previous Other Structural Repairs		x	Single Blockable Main Drain in Pool/Hot		x
			Tub/Spa*		
Previous Use of Premises for Manufacture		x			
of Methamphetamine	—DS				
(TXR-1406) 09-01-19 Initialed by: Buyer:	ag	,	and Seller: $\overbrace{\mathcal{F}_{\mathcal{F}}}^{\mathbb{P}^{s}}$ ,	Page 2	of 6

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# Concerning the Property at 115 Colonel Drive, Richmond, TX 77469

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

Roof was replaced.

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? \_\_\_\_yes \_x no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

Section 5. Are you (Seller) aware of any of the following conditions?\* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- <u>x</u> Present flood insurance coverage (if yes, attach TXR 1414).
- <u>X</u> Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- <u>x</u> Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- <u>X</u> Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- <u>X</u> Located wholly partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE AO, AH, VE, or AR) (if yes, attach TXR 1414).
- <u>x</u> Located wholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- <u>X</u> Located wholly partly in a floodway (if yes, attach TXR 1414).

Initialed by: Buyer:

- X Located wholly partly in a flood pool.
- X Located wholly partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): \_\_\_\_

\*For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Fk

and Seller:

(TXR-1406) 09-01-19