



STRUCTURAL INSPECTION

8924 Live Oak Grove Lane
Houston Tx 77080

Richard Shackelford & Elizabeth Shackelford

AUGUST 6, 2020



Inspector

Dennis Polk

Engineer

281-355-9911

office@heddermanengineering.com

TABLE OF CONTENTS

1: Cover Letter	3
2: Purpose/Scope	4
3: Site Conditions	6
4: Foundation	7
5: Roof	10
6: Structural Framing	12
7: Water Penetration	13
8: Attic	15
9: Exterior Cladding	16
10: Exterior Items	18
11: Interior Items	20
12: Close	21
13: Receipt Page	22
14: Service Agreement	23

1: COVER LETTER

Information



HEDDERMAN ENGINEERING, INC.

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

08/06/2020

TO: Richard Shackelford & Elizabeth Shackelford

REF: CONDITION OF PROPERTY SURVEY

Dear Richard Shackelford & Elizabeth Shackelford:

At your request, a visual survey of the house located at 8924 Live Oak Grove Lane , Houston Tx 77080 was performed by Dennis Polk. Transmitted herewith is the inspection report stating our professional opinions on whether the items of construction included in the survey are functional on the day of the inspection, or are in need of repair.

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

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

At your service,

HEDDERMAN ENGINEERING, INC.

Tim Hedderman, President

2: PURPOSE/SCOPE

Information

INTRODUCTION

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

PURPOSE

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

SCOPE

The scope of the inspection included limited, visual observations at the interior and exterior of the structure. Only those items readily visible and accessible at the time of the inspection were viewed and are included in this report. Any items causing visual obstruction, including, but not limited to furniture, furnishings, floor or wall coverings, pictures, foliage, registers and grills on HVAC ductwork, soil, appliances, insulation, etc., were not moved. The basis of our opinions will be the apparent performance of that portion of the house readily visible at the time of the inspection.

Disassembly or removal of any portion of the structure, mechanical equipment, plumbing equipment, or electrical equipment is beyond the scope of this inspection. There is no warranty or guarantee, either expressed or implied, regarding the habitability, future performance, life, insurability, merchantability, workmanship, and/or need for repair of any item inspected. The components of the house included in scope of the inspection, if present and applicable, include:

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

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

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

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

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

Items specifically excluded from our inspection include:

Tainted and Corrosive sheetrock (Chinese Sheetrock).

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

All equipment related to mosquito control.

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

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

Water softening and water treatment systems.

Identifying products that have been recalled.

Pressure testing of gas system.

All low voltage lighting systems and/or photocells.

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

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

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

A backup generator and transfer switch panel.

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

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

3: SITE CONDITIONS

Information

Occupancy

Occupied

In Attendance

Buyer, Buyers Agent

Weather

Clear

Age of Home - HAR

According to HAR, the house was built in 2017.

North-Rear

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

4: FOUNDATION

Information

Description: FOUNDATION OBSERVATIONS AND CONCLUSIONS:

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

Description: Concrete PT slab

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

Differential Movement: Reference point

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

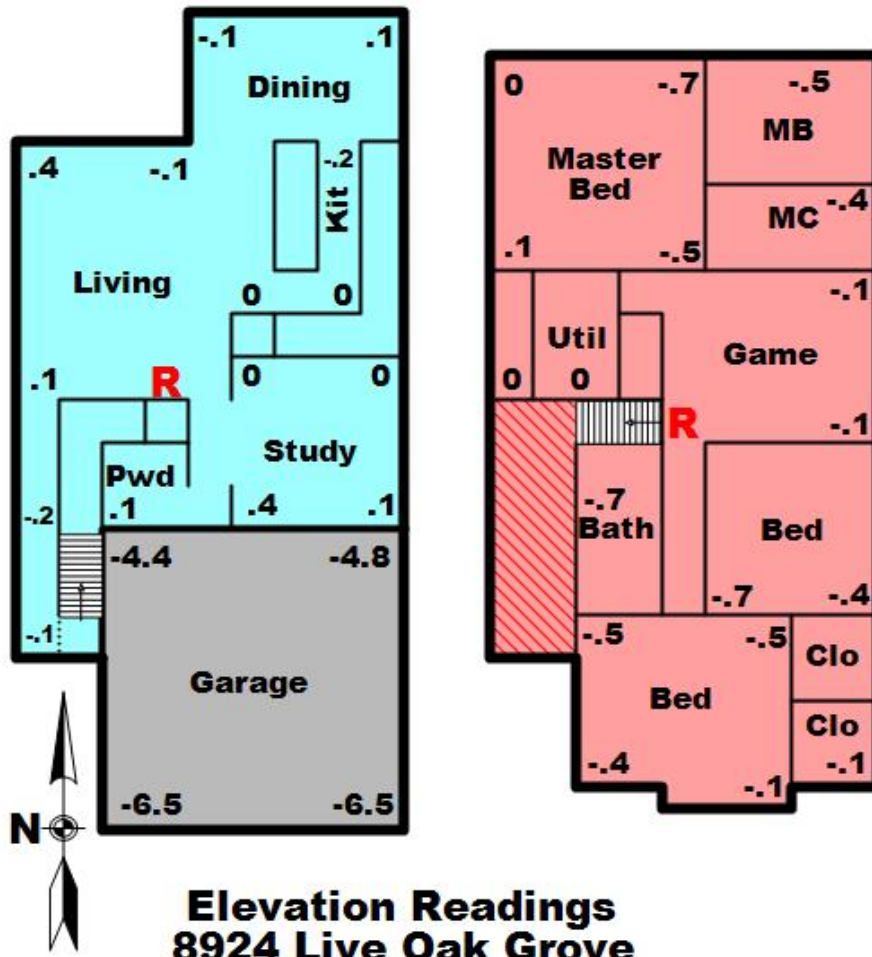
We typically point out that foundations are rarely constructed perfectly level, so most properties have some unlevelness (typically $\frac{3}{4}$ to 1-1/2 inches) built into the foundation as part of original construction. We have no knowledge as to how much unlevelness was built into this house foundation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

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

Differential Movement: Levelness - Acceptable

The floors were checked with an electronic level, and were observed to be acceptably level throughout the house. The difference in elevation between the high point and low point was 0.6 inch. The high points were located at the study and living room, and the low points were located at the stairs and kitchen. The unlevelness takes place over a horizontal distance of approximately 15-20 feet.

8.6.20 HEI Shackelford



Differential Movement: Veneer Cracks - Minimal

We observed that cracks in the exterior veneer were minimal in number and degree at the time of the inspection.

Differential Movement: Sheetrock Cracks/Patches/Compression ridges

Dining Room

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

Differential Movement: Concrete cracks - None Observed

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

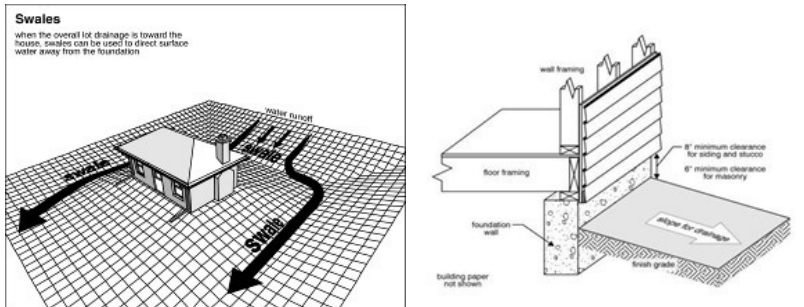
FOUNDATION CONCLUSIONS: Normal/Acceptable

Most of the structures previously inspected by this firm have experienced some degree of differential foundation movement, and this structure was no exception. After careful examination, it is our opinion that the evidences of movement observed do not indicate excessive or unusual foundation settlement. The overall degree of the foundation movement for this structure is within an acceptable amount for a house of this age and type construction. The foundation is, at this time, functional and is not in need of releveling. It is pointed out for your information that, due to the nature of the soils in this area, it is reasonable to expect that some movement of the foundation will happen in the future.

Perimeter Grading/Drainage: FLOOD PLAIN

100 Year Floor Plain

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



Perimeter Grading/Drainage: Appeared adequate draining towards front

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

R401.3

5: ROOF

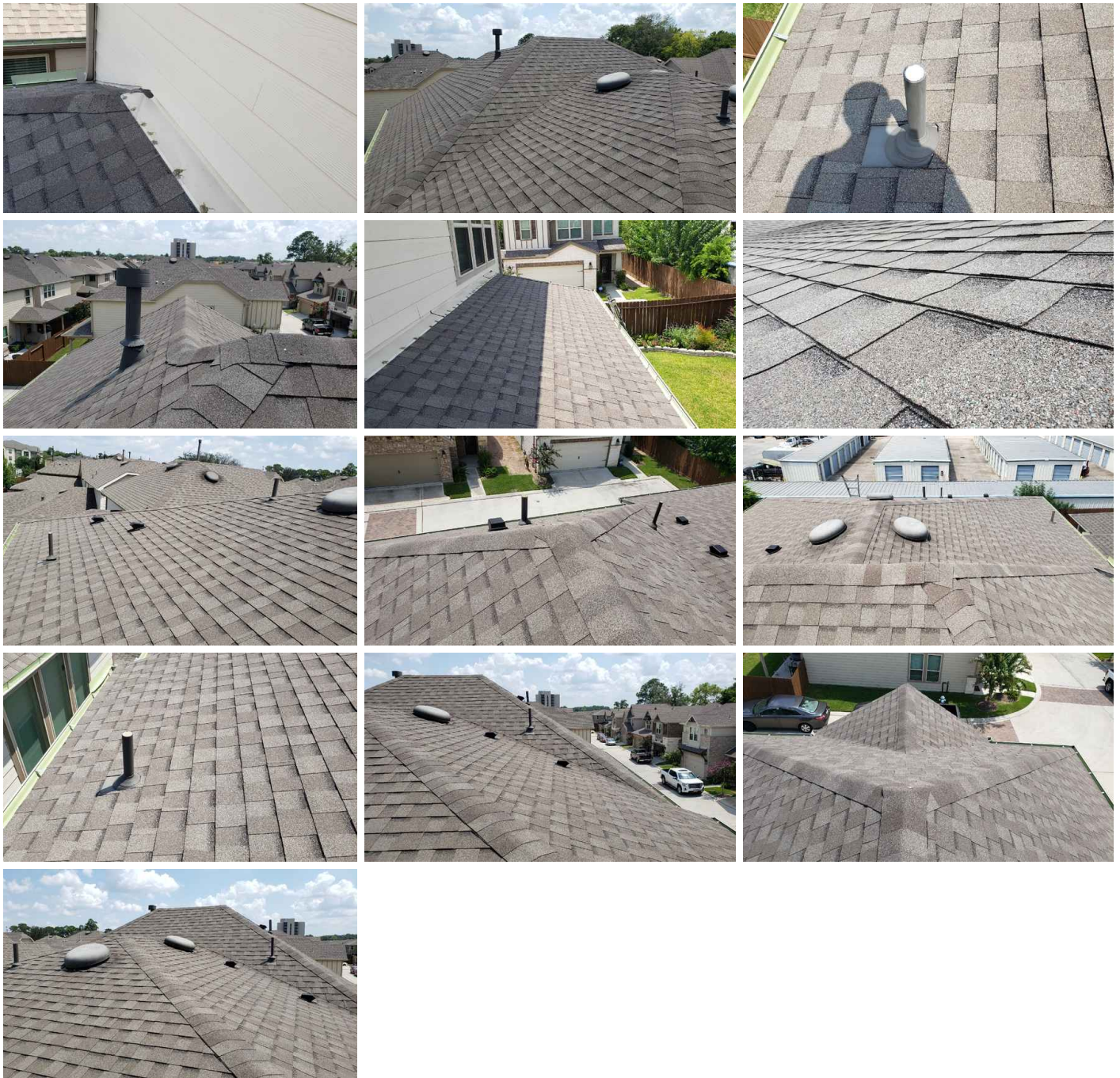
Information

Roof Descriptions: ROOF OBSERVATIONS AND CONCLUSIONS

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

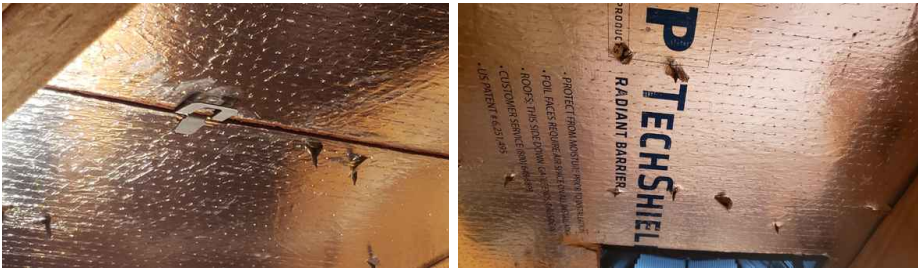
Roof Descriptions: Composition Shingles

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



Roof Descriptions: Roof Decking - Description Radiant Barrier, Spacer Clips Present

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



Age of Roof: 3 years

The age of the roof, according to the sellers disclosure statement, was three years.

Roof viewed from: Surface

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

Wear and Deterioration: Composition - Some

Nail Heads not Sealed

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



Roof Leaks: No leaks visible

After observing the interior of the structure, evidences of roof leaks were not visible. The absence of evidences of roof leaks does not guarantee that roof leaks were not present; rather, that no evidences of leaking were visible at the time of the inspection.

ROOF CONCLUSION: Serviceable Condition - Some Repairs needed

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

Obtain Cost Estimate

6: STRUCTURAL FRAMING

Information

Framing Description: OBSERVATIONS AND CONCLUSIONS

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

Framing Description: Two story house wood frame

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



Attic Framing: Viewed from attic access walkway

The attic space was viewed only from the areas determined by the inspector to be safely accessible from the access walkway.

Hurricane Clips/Straps: Clips/straps - None

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

STRUCTURAL FRAMING CONCLUSION: Framing Functional, multiple story

The primary load carrying members of the structural framing that were accessible and viewed at the time of the inspection, including the roof framing, load bearing walls, ceilings, and floors were functional at the time of the inspection, and no repairs are recommended. No significant deflections were observed in the roof framing as we were able to look up the plane of the roof from the different sides of the house. No unusual sloping of the upstairs floor framing was noted, beyond the normal amount of framing deflections for an upstairs floor.

7: WATER PENETRATION

Information

Water Penetration: OBSERVATIONS AND CONCLUSIONS

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

Water Penetration: Not Visible - Moisture Meter

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

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



Recommendations/repair

7.1.1 Water Penetration

VULNERABILITY TO WATER PENETRATION

Caulking Cracked/Missing, Electrical Disconnect, Gas Line

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

Obtain Cost Estimate

Recommendation

Contact a qualified professional.



8: ATTIC

Information

OBSERVATIONS AND CONCLUSIONS

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

Ladder: 350 pound capacity and fire treated

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



Viewed from attic decking

The attic was entered and was viewed from the access decking provided in the attic. The walkway decking was adequate, and no repairs are needed.

Service decking/platform decking: Adequate decking

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

Insulation: R30 Batt

The insulation in the attic was average by today's standards. The normal amount of insulation for attics in this area is an R38 energy rating. This attic had approximately 12 inches of fiberglass batt insulation in the ceiling, which was marked as being an R30. It is pointed out that the insulation requirements according to the latest standard for new houses in this area is an R38 energy rating.

It is also pointed out that a thin layer of blown-in cellulose insulation was installed over the fiberglass batt insulation.



Ventilation

Continuous Soffit Vents, Static Roof Vents

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

9: EXTERIOR CLADDING

Information

Descriptions:

The materials, styles, and components present and observable at the time of the inspection are as follows:

Siding Material

Brick Veneer, Cement Siding



Recommendations/repair

9.2.1 Fiber Cement Siding

NAILS OVERDRIVEN/UNDERDRIVEN

We observed where the nails used to secure the siding were overdriven past the face of the siding, leaving holes where water can penetrate into the siding. Further investigation with a contractor is recommended to determine if the degree of the condition is such that the siding has been compromised and needs to be renailed.

Obtain Cost Estimate

Recommendation

Contact a qualified professional.



9.2.2 Fiber Cement Siding

CAULK VERTICAL JOINTS

The siding was unsealed at the vertical joints which can allow water to penetrate behind the siding. It is recommended that the vertical joints be caulked to prevent water penetration.

Obtain Cost Estimate

Recommendation

Contact a qualified professional.



10: EXTERIOR ITEMS

Information

OBSERVATIONS AND CONCLUSIONS

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

Flatwork Concrete/Patios/Walkways: Flatwork Concrete OK

Driveway, Sidewalk, Patio, Porch

The flatwork concrete listed above was in generally good condition at the time of the inspection with no significant repairs needed. Note that there may be some small cracks in the concrete, but in the opinion of the inspector, the concrete is still functional.

Gutters and Downspouts: DS Connected to Drain

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

Gutters and Downspouts: Gutters and Downspouts OK

The gutters and downspouts were in generally good condition at the time of the inspection, with no repairs needed.



Sheds/Playground Equipment: Playground Equip.

The playground equipment is omitted from the scope of the inspection, and was not inspected.

Recommendations/repair

10.3.1 Gates and Fences

WOOD GATE

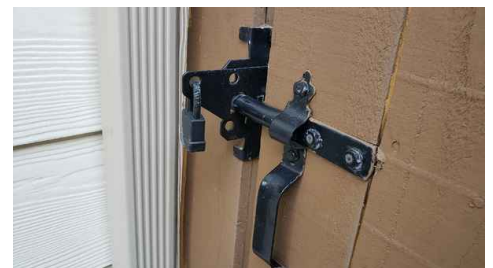
Locked

The wood gate was in need of some repairs.

Obtain Cost Estimate

Recommendation

Contact a qualified professional.



10.3.2 Gates and Fences

WOOD FENCE

Leaning

The wood fence was in need of some repairs.

Obtain Cost Estimate

Recommendation

Contact a qualified professional.



11: INTERIOR ITEMS

Information

OBSERVATIONS AND CONCLUSIONS

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

Windows: Operational - No repairs

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

Floor coverings: No repairs

No items requiring repair were observed concerning the floor coverings in the house.

Smoke alarms: Installed at required locations

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

R314.3 Location.

Smoke alarms shall be installed in the following locations:

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

R314.4 Power source.

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

R314.5 Interconnection.

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

Carbon monoxide detector: No repairs

We observed that the home was equipped with carbon monoxide detectors. The current requirements for carbon monoxide alarms in homes is listed in the 2012 International Residential Code.

R315.1 Carbon monoxide alarms.

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

12: CLOSE

Information

CLOSE

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

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

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

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

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

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

At your service,

Tim Hedderman

Registered Professional Engineer #51501

Texas Firm Number: 7942



13: RECEIPT PAGE

Information



HEDDERMAN ENGINEERING, INC.

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

08/06/2020

TO: Richard Shackelford & Elizabeth Shackelford

REF: Inspection of the property at 8924 Live Oak Grove Lane , Houston Tx 77080.

Total cost of inspection: \$650.00

Total Paid: \$650.00

Total Due: - 0 -

14: SERVICE AGREEMENT

Information

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

HEDDERMAN ENGINEERING, INC.

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

office@heddermanengineering.com www.heddermanengineering.com

Real Estate Inspection Service Agreement

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

NAME OF CLIENT(S): Richard Shackelford & Elizabeth Shackelford

DATE OF INSPECTION: 08/06/2020

PROPERTY ADDRESS: 8924 Live Oak Grove Lane , Houston Tx 77080

Purpose of inspection

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

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

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

Scope of inspection

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

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

Structural:

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

Mechanical:

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

Plumbing:

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

Electrical:

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

Lawn Sprinkler:

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

Pool:

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

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

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

Reinspections:

HEI typically does not perform reinspections on the property. However, if we agree to return to the property, it is with the understanding that we are not certifying the adequacy of any repair work that has been done, and there will be an additional fee charged. This is also true for conditions that are beyond the control of the inspector and hinder the inspector during the inspection, such as inclement weather, lack of adequate access to attics, crawlspaces, or other areas, utilities that are off, non-functional equipment, etc. If a return trip to the house is requested to finish items that were not able to completed at the time of the originally scheduled inspection, then an additional fee will be charged.

Limitations of Inspection

A visual inspection method will generally produce a competent first impression assessment of the apparent performance of the structural, mechanical, plumbing, and electrical components, provided repairs have not been performed which would cover distress patterns normally produced by problems. Because the inspection procedure is visual only, and is not intended to be diagnostic and/or technically exhaustive, an inherent residual risk remains that undiscovered problems exist and/or future problems will develop.

This report is provided solely for the use of the person to whom this report is addressed, and is in no way intended or authorized to be used by a third party, who may have different requirements, and to whom we have not contracted with to perform an inspection. If a third party chooses to use this inspection report, they do so without HEI's permission or authorization, and they do so at their own risk.

Dispute Resolution

In the event of a complaint concerning the inspection services provided pursuant to this agreement, Client must notify HEI in writing of such complaint within ten (10) business days of the date of Client's actual discovery and thereafter allow a prompt re-inspection of the item relating to the claimed condition. Client further agrees that client and he/she/it's agents, employees or independent contractors **will make no alterations, repairs or replacements to the item complained about prior to a reinspection by HEI as agreed above**. You agree that failure to comply with

this procedure shall result in your express release of all claims Client may have against HEI, known and unknown, related to the item complained about and any related alleged act or omission by HEI.

LIMITATION OF LIABILITY: In any event the inspector fails to fulll the obligations under this agreement, CLIENTS EXCLUSIVE REMEDY AT LAW OR IN EQUITY AGAINST INSPECTOR IS LIMITED TO A MAXIMUM RECOVERY OF DAMAGES EQUAL TO THE INSPECTION FEE PAID HEREIN. CLIENT VOLUNTARILY AGREES TO WAIVE THEIR RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. BUSINESS & COMMERCE CODE. This limitation of liability applies to anyone, including client, who is damaged or has to pay expenses of any kind, including attorney fees and costs. Client assumes the risk of losses greater than the refund of the fee paid herein. Client acknowledges that this limitation of liability is reasonable in view of the relatively small fee that inspector charges for making the inspections when compared with the potential of exposure that inspector might otherwise incur in the absence of such limitation of liability, and that a much higher fee would be charged if the inspector were subject to greater liability.

Statute of Limitations

The parties agree that no claim, demand, or action, whether sounding in contract or in tort, may be brought to recover damages against HEI, or its officers, agents, or employees MORE THAN TWO YEARS AND ONE DAY AFTER THE DATE OF THE INSPECTION OR THE DATE ANY PURPORTED CAUSE OF ACTION ARISING OUT OF THE INSPECTION ACCRUES. TIME IS EXPRESSLY OF THE ESSENCE HEREIN. Client understands that this time period may be shorter that otherwise provided by law.

Acceptance of Report

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

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



I HAVE READ AND ACCEPT THIS AGREEMENT