

Exhibit “E”

**SINGLE FAMILY RESIDENCE ONE YEAR LIMITED
WARRANTY**



Phone Number: (208) 850-8222

Email: Tyler@integrityhomesidaho.com

☆ Buyer Initial (_____,_____) Date _____ Seller Initial (_____,_____) Date _____

Note - consequential and incidental damages are excluded under this Limited

Warranty. A. **Term:** The terms of the various coverages of this warranty begin on the date on which this Home is deeded to the first purchasers thereof. That date is referred to in this Limited

Warranty as the "Closing." For purposes of this Limited Warranty, "Home" means your single-family residence built by Integrity Homes & Design. There are no warranties which extend beyond the descriptions contained herein. This warranty is made to the original Buyer only and may not be assigned or transferred.

B. **Parties Covered:** This Limited Warranty is extended by the Builder to the Buyer(s) named, who is / are the initial owner(s) of the Home (said initial owner(s) of the Home during said one (1) year period hereinafter individually and collectively referred to as the "Owner") Unless specified in writing by the Builder, this Limited Warranty is not transferable to subsequent owner(s) of the Home.

C. **Items Covered:** The Builder warrants solely to the Owner, subject to the Standards, Provision(s) and Exclusion(s) stated herein (specifically including but not limited to the Exclusion(s) contained in Section 3), that for the term of this Limited Warranty, as described above.

Items excluded from warranty coverage

1) **Landscaping**

- a) Hairline cracks in concrete
- b) Air Conditioning maintenance (refer to Air Conditioning)
- c) Landscaping: trees, shrubs and grass need proper care to ensure their health and survival (water, fertilizer, pruning, etc.) and are subject to forces of nature (heat, cold, etc.) As we cannot supervise the performance of this necessary care and cannot control the weather, Integrity Homes & Design can not warranty the landscaping around your home.
- d) Landscape Curbing: due to the natural heaving of the ground during hot and cold cycle transitions, cracking of your concrete landscape curbing is unavoidable and therefore not covered under warranty. Control joints (grooves in the curbing) have been installed in order to provide a place for the curbing to crack where it will be less noticeable.
- e) Pest Infestation/Damage: rodents, insects, etc. are a part of the natural world and may, in some cases, attempt to share your new home with you. Pest control is a homeowner responsibility and is not covered under warranty.

2) **Appliances, Equipment, and Other Personal Property Items:**

a) **Manufacturers' Warranties:** We assign and pass through to you the manufacturers' warranties on all appliances, equipment, and other personal property that were included in the original purchase agreement or added through a Change Order, provided that such items were purchased and installed by the Builder or one of its subcontractors.

b) **Exclusion from coverage:** Other than the manufactures' warranties assigned to you pursuant to this Limited Warranty, we hereby disclaim any and all express and implied warranties, **including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose**, in relation to liability for any damage to any appliance, equipment or other personal property items associated with your Home, including, without limitation, any "Consumer Product" as defined under the Magnuson Moss Act (15 U.S.C. § 2301 et. seq.).

**You should follow the procedures in the manufacturers' warranties we have assigned to you if defects appear in these items.*

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3. The Structure:

a) **Warranty:** We warrant that for a period of one year after Closing, the following will be free from defects in materials or workmanship: The floors, ceilings, walls and other internal structural components of your Home (other than personal property items), including the plumbing, heating and electrical systems, the doors (including hardware, excluding pocket doors), windows, plumbing fixtures, and cabinetry.

LIMITED WARRANTY (INTEGRITY HOMES & DESIGN) - 1

b) **Limitation of Warranty of Habitability:** Any express or implied warranty of habitability (that the Home will be fit for habitation) shall be limited to latent defects in the Home and end one year from Closing. You understand and agree that any claim that the Home is not habitable must be made within one year from Closing. When you sign this agreement, you waive any right to make a claim under an express or implied warranty of habitability after one year from the date of Closing.

4. **Exclusions from Home Structure Coverage:** We do not assume liability for any of the following, all of which are excluded from the coverage of this Limited Warranty as both express and implied warranties:

- a) Damage caused by ordinary wear and tear, abusive use, or lack of proper maintenance of your Home.
- b) Defects that are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood, fading, chalking, the checking of paint resulting from the drying and curing of concrete, stucco, plaster, bricks and masonry, and the drying, shrinking and cracking of caulking and weather stripping.
- c) Defects in items installed by you or anyone else except our Builder or our subcontractors (if requested by us).
- d) Work done by you or anyone else except by our Builder or our subcontractors (if requested by us).
- e) Loss or injury due to the elements.
- f) Conditions resulting from condensation on or expansion of materials.
- g) Maintenance items such as the examples shown below are not covered by the warranty:
 - 1. Concrete is a rigid product with a strong tendency to crack and move to accommodate minor movement and shrinkage. The Builder does not warrant cracking of concrete, but does warrant the structural integrity of concrete which can be measured with a PSI test. Application of ice-melt, winter chemicals or similar products will cause concrete to peel and flake. It is advised not to apply these products to concrete within the first 24 months from the pour date. Concrete will continue to cure during this period. Damage resulting from the application of ice-melt, salt, or similar products will not be covered by warranty.
 - 2. Cracks or nail pops in drywall.
 - 3. Peeling or blistering of exterior paint.
 - 4. Small cracks in masonry work.
 - 5. Shrinkage of hardwood floors.
 - 6. Minor separation or cracks in tile grout lines.
 - 7. Minor separation of molding, woodwork, and cabinets from ceiling and walls

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8. Finish of woodwork.
9. Vinyl must be inspected for defects prior to occupancy. Builder does not warrant vinyl after occupancy by the Buyer.
10. Pocket Doors must be inspected for defects prior to occupancy. Builder does not warrant Pocket Doors after occupancy by the Buyer.

LIMITED WARRANTY (INTEGRITY HOMES & DESIGN) – 2

11. Landscaping & Sprinkler systems.
 - h) Consequential and incidental damages.
 - (i) Any damage caused by the negligence, improper maintenance or improper operation by anyone other than the Builder, its employees, agents or subcontractors.
 - j) Damage caused by the failure of the Buyer or anyone other than the Builder, its employees, agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment.
 - k) Damage caused by the failure of the Buyer to give timely notice to the Builder of any defects.
 - l) Damage caused by changes of the grading of the property by anyone other than the Builder, its employees, agents or subcontractors.
 - m) Damage caused by dampness or condensation due to the failure of the Buyer to maintain adequate ventilation.
 - n) Damage caused by insects.
 - o) Bodily injury or damage to personal property.
 - p) Water collecting/pooling on the property or in the crawl space due to over watering of the landscaping. It is the owner's responsibility to properly manage and monitor the amount of water being dispersed on the grounds. Any modifications to the landscaping that may cause water to collect or pool on the property and/or in the crawl space.

5. Other Exclusions

- (a) Damage or defects caused by the failure to maintain any item or keep it in good working order.
- (b) As a result of unforeseen site conditions occurring beyond Contractor's control.
- (c) Damage resulting from fire, freezing, storms, electrical malfunction or surge, lightning, earthquake, pest damage, acts of God or other unforeseen causes or accidents.

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- (d) Damage from alterations, misuse or abuse by any person; ordinary wear and tear; or problems caused by lack of maintenance.
- (e) Damage resulting from your failure to observe any operation instructions furnished at the time of installation.
- (f) Any item furnished, installed, modified, altered or repaired by you or any other person other than Contractor.
- (g) Any appliance, piece of equipment, material or other item that is a consumer product under the Magnuson-Moss Warranty Act, 15 U.S. Code, 2301 et. seq.
- (h) This warranty is not valid unless the contract is paid full.
- (i) Any loss, injury or damage attributable to the subsidence or movement of land as a result of landslide, mud flow, flooding, water infiltration or damage, ground water permeating from underground and into the crawl space or basement, earth sinking or shifting, expanding or contracting.
- (j) Bodily injury or property damage relating to pollutants or toxic.
- (k) Conditions resulting from condensation on, expansion of or contraction of materials.
- (l) Problems which arise in an attempt to match existing materials. There are limitations inherent in the matching of existing materials such as stucco, drywall, paint, wood, tile, flooring, concrete and the like. Exact duplication in matching, texture and color cannot be guaranteed. Variations within industry tolerances will be considered acceptable.
- (m) Pre-existing conditions of the structure or its components.
- (n) The Contractor's statements of opinion, comments, affirmation of value or functionality, product descriptions or instruction for use of the work or materials furnish shall not be considered a warranty.
- (o) Problems associated with the owner or its agent (architect or engineer) failing to provide an adequate design, plans or specifications or failing to exercise professional care.
- (p) Delays caused by factors beyond the control of the Contractor. Owner warrants that work can be performed as called for by any owner-mandated schedule.
- (q) Delays due to unavailability of material. The owner warrants the commercial availability of any specified single source products.
- (r) Implied warranties derived from any course of dealing or usage in the trade, other than as expressly stated herein.
- (s) If there are plans, specifications or drawings by design professionals or the Owner, those persons impliedly warrant that the resulting structure and its components will be suitable for the particular purpose for which they were intended. The same applies to substitute material approved by the Owner.
- (t) Owner agrees to provide Contractor, or its representative, access to the premises and the first opportunity of repairing or replacing any defective items. If Contractor is not given that opportunity, any expenses incurred by another contractor without Contractor's knowledge and consent will be at Owner's expense.

6. Claims procedure: If a defect appears which you think is covered by this Limited Warranty, you must report the defect as soon as possible or by scheduling an End-of-Year Inspection. Warranty claim inspections will take place Monday thru Friday between 8:00am and 5:00pm at the earliest time both parties are available to meet. The End-of-Year Inspection is optional. If you feel there are defects covered by this Limited Warranty, you must contact

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us and schedule an End-of-Year Inspection. The End-of-Year Inspection must occur within the thirty (30) days prior to the expiration of the One Year Limited Warranty period. For defects to personal property items covered by a manufacturer's warranty, you must follow the directions in Section 2. If delay in repairing a defect will cause extra damage (e.g., if a pipe has burst), telephone the appropriate subcontractor from the subcontractor disclosure list provided to the Buyer at closing. If you are unable to obtain a satisfactory response from a subcontractor for your emergency, please contact us.

7. Repairs: Upon completion of your scheduled inspection and documentation of a defective item covered by this Limited Warranty, we will repair or replace it at no charge to you, within ten working days (or longer if the nature of the problem requires a longer repair period and we are diligently undertaking repair, or if weather conditions, labor problems, or material shortages cause delays). The work will be done by us or by subcontractors chosen by us. The choice between repair or replacement is solely within our discretion.

LIMITED WARRANTY (INTEGRITY HOMES & DESIGN) - 3

8. No Warranty or call back work will be performed if at any time the homeowner becomes overly irate, speaks or acts in a threatening or belligerent manner to any Integrity Homes & Design employee, subcontractor, or any representative of the builder. The homeowner forfeits all warranty work in any instance that involves verbal abuse, profanity or unacceptable hostile behavior and this warranty will be null and void from that point forward. **INTEGRITY HOMES & DESIGN HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES RELATED TO LANDSCAPING AND/OR SPRINKLER SYSTEMS**

Date of Closing:_____

Development:_____

Legal Description:_____

Address:_____

PURCHASER:

By:_____

By:_____

Date:_____

Date:_____

Email:_____

Email:_____

LIMITED WARRANTY (INTEGRITY HOMES & DESIGN) - 4

☆ Buyer Initial (_____,_____) Date _____ Seller Initial (_____,_____) Date _____

Exhibit "F"

GENERAL CONTRACTORS RESIDENTIAL PROPERTY DISCLOSURE

INTEGRITY HOMES & DESIGN provides to _____

("Property Owner (s) or Purchaser (s)") this disclosure statement as required under Idaho Code: 45-525.

In connection with a contract to construct, alter or repair improvements on residential property or a contract to sell newly constructed residential property, general contractors are required to advise homeowners or residential property purchaser of their rights under Idaho Code: 45-525:

1. The right, at the reasonable expense of the homeowner or residential real property purchaser, to require that the general contractor obtain lien waivers from any subcontractors providing services or materials to the general contractor;
2. The right to receive from the general contractor proof that the general contractor has a general liability insurance policy including complete operations in effect and proof that the general contractor has worker's compensation insurance for his employees as required by Idaho law;
3. The right and opportunity to purchase an extended policy of the title insurance from a title insurance company which would provide insurance coverage covering certain liens which may be unfilled or unrecorded; and
4. The right to require at the homeowner or residential real property purchaser's expense, a surety bond in an amount up to the value of the construction project.

ACKNOWLEDGEMENT

_____, the homeowners(s) or residential real property purchaser(s), hereby acknowledge(s) receipt of a copy of the General Contractor Residential Property Disclosure.

DATED this _____

Signed

Signed

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NOTICE, DISCLOSURE, DISCLAIMER and WAIVER

AGREEMENT What Homeowners Should Know About Mold:

Mold. Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plants and other organic material. It spreads by means of microscopic spores borne on the wind and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet, or even wallpaper, or by building materials such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40° F and 100° F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that CAN be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Consequences of Mold. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life-threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

What the Homeowner Can Do. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps including the following:

1. Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings or stored clothing and bedding materials, as well as many other household goods, could already contain mold growth.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
3. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.

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4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or materials. Do not allow water to pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.

5. Inspect for leaks on a regular basis. Look for discoloration or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors and any visible signs of mold.

6. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected area or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

7. DO NOT OVERWATER YOUR LAWN! This is the number one cause of water in the crawl space in Idaho and, therefore, the number one cause of mold.

DISCLAIMER AND WAIVER

Whether or not you, as the homeowner, experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a homebuilder must be limited to things that we can control. As explained in our written warranty, provided by a separate instrument, we will repair or replace defects in your construction (defects defined as a failure to comply with reasonable standards of residential construction) for a period of 1 year(s). We, the builder, will not be responsible for any damages caused by mold, or by some other agent, unless solely caused by defects in our construction including, but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed. **There are no warranties which extend beyond the face hereof.**

This Notice, Disclosure, Disclaimer and Waiver Agreement is hereby amended to and made a part of the Contract of Sale. The consideration for this Agreement shall be the same consideration as stated in the Contract of Sale. Should any term or provision of this Agreement be ruled invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement shall nonetheless stand in full force and effect.

I acknowledge receipt of this Notice, Disclosure, Disclaimer and Waiver Agreement. I have carefully read and reviewed its terms, and I agree to its provisions.

DATED this _____

HOMEOWNER(S):

INTEGRITY HOMES & DESIGN

☆ Buyer Initial (_____,_____) Date _____ Seller Initial (_____,_____) Date _____