



OLD OAKS  
OF OXFORD

OWNERS WARRANTY MANUAL



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# EMERGENCY REPAIRS AND CONTACTS



An Emergency is a problem that needs to be addressed as quickly as possible to minimize possible health concerns or major damage to the home.

## *Emergencies Include the following:*

1. Water Leak which cannot be stopped without using the main water cut off
2. Natural Gas Leak
3. Loss of Electrical Power to the entire house
4. Total Stoppage of the Sanitary Plumbing System
5. Loss of Heat or Air Conditioning during extreme weather
6. Non-Operable Exterior Door or lock

If an Emergency Situation happens please diagnose the problem and review the below checklist before calling:

1. **Water Leak Plumbing System**- Locate and turn off the Water Shut off valve for the leaking fixture. These valves are located under sinks and behind toilets which will turn the water off to that specific fixture. If the leak cannot be turned off by these valves the whole house shut off is located next to the Water Filter in the garage. Additionally, there is another turn off for the entire house located at the meter by the street.
2. **Water Leak Roof**- First control the water entering the house by towels, buckets or other means to prevent any damage. After controlling water please contact Walker & Walker.
3. **Gas Leak**- Immediately contact your local Gas Utilities 24 Hour Emergency Number - CenterPoint Energy is the gas supplier for Old Oaks.
4. **Electrical Outage** – Make sure it is not a Power Outage from NEMEPA. If not check the main breaker at the bottom of your breaker box and all GFI outlets
5. **HVAC Not Working**- Check for the following: Replace Dirty Filters -we have found that dirty filters are the #1 reason a HVAC system will stop working; examine the breaker box for a switch that needs resetting; check thermostat for proper setting; check electrical plug and gas valve and see if it has been unplugged or accidentally turned off.

***If you have an Emergency please contact Walker & Walker at:***

Main Office- 901-683-1440

Email- [OldOaksWarranty@gmail.com](mailto:OldOaksWarranty@gmail.com)

If it is after Hours Please contact the Subcontractor Directly for the specified trade:

**Plumbing-** United Plumbing – 901-569-6368

**HVAC-** B&W Air- 901-794-6050

**Electrical-** Third Phase Electric- 901-238-5160

**\*\*\* Please Call 911 for any Emergency related to Police, Fire, Health, Natural Disasters, Medical Emergencies, Etc. \*\*\***



## OLD OAKS OF OXFORD (1) YEAR LIMITED WARRANTY

Walker & Walker (Builder) warrants the new home to be free from latent defects for a period of (1) One Year following closing or occupancy, whichever event occurs first. A latent defect is described as a fault not apparent at the time of inspection that could not have been discovered by a reasonable thorough inspection. Normal characteristics of building materials, wear and tear, general maintenance, and like items, will not constitute a defect. Builder shall not be liable for any latent defects unless written notification has been given to the Builder within the (1) year warranty period. Builder must be in receipt of full contracted purchase price for limited warranty to be in effect.

**Coverage:** This Limited Warranty covers the noted items, subject to the conditions listed, against latent defects in the following: Heating and Air Conditioning System, Plumbing System, Electrical System, Structural Components, Windows, Doors, Hardware, Roofing Installation, and Finish Components.

**Procedure:** Should a latent defect develop the Purchaser shall outline pertinent details in writing and send them in an email to the attention of Walker & Walker Warranty at [OldOaksWarranty@gmail.com](mailto:OldOaksWarranty@gmail.com) or a letter addressed to Walker & Walker Warranty at 3891 Forest Hill Irene, Memphis, TN 38125. If notification to Builder is not sent to the above-mentioned email or physical address the item will not be considered valid. Upon receipt of written notice, the Builder will, within a reasonable time, examine any latent defects to determine if it is covered by the limited warranty. If a latent defect is found it will be repaired or replaced at Builders expense. Any work performed pursuant to the terms of this limited warranty shall not extend the term of the warranty. The Home Owner must provide access to the property during normal working hours for the Builder to perform the warranty work and if access is not granted it may relieve the Builder of any obligations.

Builder does not assume any responsibility for the following which are expressly excluded from the coverage under this Limited Warranty:

1. Damage or loss caused by Accidents, Acts of God, or Natural Conditions
2. Defects in appliances and pieces of equipment which are covered by the manufacturers' warranty
3. Incidental, consequential, or secondary damages caused by a latent defect
4. Defects that are caused by the characteristics of the material used in construction
5. Any request for warranty submitted to the builder after an unreasonable delay
6. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to inconvenience or relocation during any repairs.
7. Damages due to ordinary wear and tear, abusive use, or lack of proper maintenance of the home
8. Loss or damage due to abnormal loading on floors by the Homeowner, which exceeds the design loads, as mandated by codes.
9. Changes or alterations, or additions made to the home by anyone after the Limited Warranty Commencement Date
10. Any cracks, shrinkage, chipping or movement to concrete foundation, slab, walkways, porch or garage floors that are within standard tolerances as described in the warranty standards
11. Landscaping or any portion therein to include sod, seeding, shrubs, trees and planting
12. Any soil erosion, sedimentation or storm water management
13. Any damage that is caused or made worse by negligence, improper maintenance or improper operation
14. Chips, scratches, nicks, dents, tears, cracks or mars in tile, grout, vinyl, flooring, woodwork, marble, granite, quartz, walls, tubs, trim, brick, concrete, mortar, plumbing fixtures, light fixtures, countertops, glass, mirrors, not expressly identified to builder prior to closing.
15. Normal usage and material characteristics that are typical in construction to include nail pops, twisting in walls, trim and ceilings, separation of trim and finish items caused by drying, aging or shrinkage.
16. Loss, damage or injury due to the elements
17. Personal Property damage, Personal Injury damage or Punitive Damages
18. Any condition that does not result in physical damage to the unit to include but not limited to un-inhabitability due to radon gas, mold, carcinogenic substances, pollutants, hazardous materials, etc.
19. Color variations or discontinuations in any manufactured product such as tile, paint, flooring, brick, etc.



## OLD OAKS OF OXFORD (6) YEAR STRUCTURAL WARRANTY

Walker & Walker (Builder) warrants the new home to be free from major structural defects for a period of (6) Six Years following the Completion Date or Final Inspection. A major structural defect is described as a fault caused by construction not in compliance with building standards.

Coverage: Areas covered by the structural warranty include the foundation system and footings, beams, girders, lintels, structural components of columns, load bearing walls, floor systems and roof framing systems.

Procedure: Should a structural defect develop the Purchaser shall outline pertinent details in writing and send them in an email to the attention of Walker & Walker Warranty at [OldOaksWarranty@gmail.com](mailto:OldOaksWarranty@gmail.com) or a letter addressed to Walker & Walker Warranty at 3891 Forest Hill Irene, Memphis, TN 38125. Upon receipt of written notice, the Builder will, within a reasonable time, examine any structural defects to determine if it is covered by the structural warranty. If a structural defect is found it will be repaired or replaced at Builders expense. Any work performed pursuant to the terms of this warranty shall not extend the term of the warranty. The Home Owner must provide access to the property during normal working hours for the Builder to perform the warranty work.

Builder does not assume any responsibility for the following which are expressly excluded from the coverage under this Structural Warranty:

1. Damage or loss caused by Accidents, Acts of God, or Natural Conditions
2. Incidental, consequential, or secondary damages
3. Any request for warranty submitted to the builder after an unreasonable delay
4. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to inconvenience or relocation during any repairs.
5. Damages due to ordinary wear and tear, abusive use, or lack of proper maintenance of the home
6. Loss or damage due to abnormal loading on floors by the Homeowner, which exceeds the design loads, as mandated by codes.
7. Changes or alterations, or additions made to the home by anyone other than Builder after the Warranty Commencement Date
8. Driveways, walkways, patios, landscaping
9. Damage caused by any soil erosion, sedimentation or failure of storm water management
10. Any damage that is caused or made worse by negligence, improper maintenance or improper operation
11. Personal Property damage, Personal Injury damage or Punitive Damages
12. Any condition that does not result in physical damage to the unit to include but not limited to un-inhabitability due to radon gas, mold, carcinogenic substances, pollutants, hazardous materials, etc.
13. Recreational facilities such as swimming pools or play grounds
14. Negligence or improper maintenance by anyone other than the builder or under the builder's direction
15. Damage due to the failure of the owner to maintain proper ventilation or drainage
16. Insect damage or rotting of any kind
17. Soil movement or shifting

## WARRANTY STANDARDS



- Possible Observation-** Poor Drainage  
**Performance Standard-** Water should not stand within 10' of home for more than 24 hours after normal rainfall except in swells that drain other areas. Excessive rainfall, snow, frost or soil saturation could expand this time considerably.  
**Comments-** Builder is responsible for establishing proper grades and the Home Owner is responsible for maintaining them. Builder is not responsible for changes in the grading done by anyone other than builders' employees or subcontractors. Builder will provide fill for excessively settled areas, areas in excess of 6", at foundation, utility trenches or other areas One (1) Time Only during the warranty period.
- Possible Observation-** Sod, Shrubs, Trees, Grass, Mulch or Landscape Die or Washed Away  
**Performance Standard-** All sod, grass, shrubs, trees etc. are Not covered under the Limited Warranty and are the Owners responsibility from closing.  
**Comments-** All care, watering, maintenance, replacement and protection are owners' responsibilities. Builder cannot warranty against nature, neglect, pestilence, drought, flood or other factors that could cause the death or flourishing of natural organisms.
- Possible Observation-** Cracks, Chips or Breakage in Foundation Wall, Slab, Garage Floor or Floors  
**Performance Standard-** Minor cracks in concrete is normal and is to be expected. Cracks exceeding 1/4 inch will be repaired.  
**Comments-** Surface patching, calking and epoxy injections are examples of acceptable repair methods. Builder assumes no responsibility for Driveways, walkways, patios or retaining walls.
- Possible Observation-** Masonry Cracks and Efflorescence  
**Performance Standard-** Minor cracks in masonry walls, CMU or stone is normal and is to be expected. Cracks exceeding 1/4 inch will be repaired. Lime content in masonry materials can cause discoloration.  
**Comments-** Surface patching, tuck pointing and calking are examples of acceptable repair methods for cracking. Efflorescence is not covered by Limited Warranty and Builder is not responsible.
- Possible Observation-** Roof Leak  
**Performance Standard-** The roof should not leak except if snow or ice has built up and allowed to remain over time. Rain and snow driven by strong winds and storms can be forced into the

ventilation systems built into your roof. Water penetration caused by blowing precipitation is not considered a latent defect and is not covered under the Limited Warranty.

**Comments-** Any roof leaks caused by improper installation will be repaired. Any leaks caused by storms, driving rain, wind damage, neglect or other variables are not covered. Lifted, torn, or curled shingles in excess of ½ inch should be reported to the manufacturer.

6. **Possible Observation-** Separation of Exterior Trim or Siding  
**Performance Standard-** Any separations of 3/8 inch or less are considered owners maintenance  
**Comments-** If separation of materials exceeds 3/8 inch the builder will correct by caulking or other methods One (1) Time Only during the Limited Warranty. If the siding has become detached the builder will repair if due to improper installation.
7. **Possible Observation-** Drywall Cracks, Nail Pops, Seams or other slight imperfections  
**Performance Standard-** Minor seams, pops and separations are normal and should be expected. Minor depressions and slight mounds at nails are not latent defects. Drywall and sheetrock sometimes develop shrinkage cracks and are a normal part of a new home. Homes are constructed by hand and made from organic materials that absorb and release moisture. All such materials will shrink, move, expand and/or contract with temperature and humidity variations.  
**Comments-** Builder will repair any separation measuring more than 1/8 inch in width One (1) Time Only during the Limited Warranty.
8. **Possible Observation-** Imperfections in the Painting and Finishes  
**Performance Standard-** Paint shall cover fully the underlying materials and surfaces and shall not show through from a distance of 6 foot viewed under normal lighting conditions  
**Comments-** Scratches, gouges, smudges, pops and blemishes will be only corrected prior to closing upon being noted on the pre-closing walkthrough. Any items noted after occupancy are not covered by the Limited Warranty.
9. **Possible Observation-** Gaps between Trim Joints and between Trim and Other Surfaces  
**Performance Standard-** Trim, woods and molding are made from organic materials that absorb and release moisture. All such materials will shrink, move, expand and/or contract with temperature and humidity variations.  
**Comments-** Builder will repair any joints in excess of 1/4 inch. Caulk is an acceptable repair. Any smaller separation of these items is expected and is considered an owner's maintenance item.
10. **Possible Observation-** Cracks in Ceramic Tile Grout  
**Performance Standard-** Cracking of grout joints are common.  
**Comments-** Builder will correct cracks in grout that are in excess of 1/8-inch One (1) Time Only during the Limited warranty Period. Material used for repair will be determined by the Builder.
11. **Possible Observation-** Cracks in Ceramic Tile  
**Performance Standard-** Cracked tile that the Builder has been notified about and has been documented before occupancy will be replaced. Builder is not responsible for cracked tile after the closing date.  
**Comments-** Builder is not responsible for color variations of discontinued materials.



12. **Possible Observation-** Warped Door

**Performance Standard-** All doors will warp to a degree due to weather and temperature variations but they should not become inoperable.

**Comments-** If the door warp is measured to be 3/8 inch measured diagonally from corner to corner the Builder will correct or replace the door One (1) Time Only during the Limited Warranty Period so long as the door has not been damaged due to neglect, unsuitable conditions or other non-typical conditions. Builder is not responsible for an exact match for the door, wood grain, color or paint/stain.

13. **Possible Observation-** Floor or Stair Squeaks, Creaks or Pops

**Performance Standard-** Homes are constructed by hand and made from organic materials that absorb and release moisture. All such materials will shrink, move, expand and/or contract with temperature and humidity variations. Squeaks and pops are a normal condition.

**Comments-** Builder will correct any floor system structural defects

14. **Possible Observation-** Flooring Imperfections- Wood, Carpet, Resilient

**Performance Standard-** Wood Floors will have visible gaps due to changes in temperature and humidity but they should not exceed 1/8 inch at similar materials and 3/16 inch at dissimilar.

Carpet- Visible gaps in backing shall not exceed 1/8 inch. Resilient Floors shall not have ridges exceeding 1/8 inch at similar materials and 3/16 inch at dissimilar.

**Comments-** Builder shall not be responsible for discontinued colors, types or patterns. Some gaps may be considered to be under the manufacturer's warranty depending on review. Carpet seams will show and are not covered. Carpet that is stretched from normal wear and tear is not covered and care should be taken when moving furniture. Pet stains and water from shampooing can make carpets shrink and expand and are not covered under the warranty.

15. **Possible Observation-** HVAC Variations

**Performance Standard-**The HVAC system is designed to maintain a minimum temperature of 78 degrees Fahrenheit or lower if the outside temperature is below 95. It should maintain 70 degrees Fahrenheit in heating mode. This temperature is taken under normal operating and weather conditions and shall be measured at the 5-foot point above the floor in the center of the affected room. All rooms may vary in temperature by 5 degrees. If the temperatures outside reach 95 degrees the system shall maintain at least a 15-degree differential.

**Comments-** The home owner is responsible for adjusting ducts and registers as needed. If the operation of the units does not meet the standards above the Builder will repair. If the refrigerant line leaks the builder will correct.

16. **Possible Observation-** Condensation Line Leak

**Performance Standard-** Condensation lines for the HVAC system will clog under normal conditions. It is the owner's responsibility to maintain clear lines.

**Comments-** Builder has no action required

17. **Possible Observation-** GFCI Breaker Tripping Regularly  
**Performance Standard-** Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety precaution. Tripping that occurs under normal use is not covered under the Limited Warranty.  
**Comments-** Builder will correct if tripping is excessive and occurs under normal use or defective workmanship.
18. **Possible Observation-** Plumbing Fixture Leaking  
**Performance Standard-** Plumbing fixtures should not leak and will be repaired if caused by faulty workmanship or materials.  
**Comments-** Owner maintenance is required and any scratches or damage caused after the owner punch list is not covered.
19. **Possible Observation-** Fireplace Burn Off or Smell  
**Performance Standard-** The fireplace should operate according to the manufacturer's specifications but some burn off is expected when they are new
20. **Comments-** During the manufacturing process the logs are treated with certain coloring agents. These agents are not harmful but may produce an annoying smell or smoke as they are burned off. This is a temporary occurrence that usually ceases after 2-3 hours of use. Please note we try to preform this burn off before closing but if you notice some burn off – opening a window or door and it will typically help minimize the smell. Also- please try not to move the logs and if/when you do, ensure they are put back in the proper position. Logs that have been moved could be over the flame and cause damage, smoke or other problems.

# NON-WARRANTY ITEMS AND ADDITIONAL STANDARDS

- 1. Frozen pipes are not covered by the Limited Warranty
- 2. If the plumbing line is stopped up and foreign material is found no repairs, damage or costs will be covered under the Limited Warranty. A service charge may be billed to the owner.
- 3. Mildew or fungus can grow anywhere there is moisture and is not covered under the Limited Warranty
- 4. Owner is responsible for keeping the HVAC system maintained to include new filters and service contracts. HVAC system is not warranted if candles (or similar) are burned as they can clog filters and create damage to the units.
- 5. Any change in the drainage or grades caused by planting, additions, or other work to the unit's site that could cause damage are not covered by the Limited Warranty
- 6. Normal wear and tear are not covered under the Limited Warranty
- 7. No warranty work will be performed if at any time the owner uses profane, threatening or belligerent language in speaking to any Builders representative, employee or subcontractors. If such behavior is exhibited the Limited Warranty will be Null and Void.

# ACKNOWLEDGEMENT

The undersigned agrees and acknowledges that we have received a copy of the Limited Warranty of Old Oaks of Oxford from Walker and Walker, Ent. LLC.

Buyer Acknowledgement

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Buyer Acknowledgement

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## CARING FOR YOUR NEW HOME

**Below is important information you need to be aware of while caring for your new home in Old Oaks. It is important to understand and educate yourself on a variety of items that can help detour costs and problems in the future. This is not an all-inclusive list but should help you start to better understand your home.**

### Winter Maintenance Tips

1. Disconnect all hoses from hose bibs. It is recommended to cover with hose bib protector
2. Keep gutters and valleys free of leaves and debris
3. During freezing temperatures leave faucets (hot and cold) inside the house dripping slowly.
4. Do not leave the heat set below 60 degrees if you are leaving for long periods of time
5. Change HVAC filters every month
6. Inspect and maintain interior and exterior caulking every month to prevent water penetration and potential damage
7. Check and tighten door hardware, hinges, and handrails to ensure proper function
8. Maintain all weather stripping

### Summer Maintenance Tips

1. Keep gutters and valleys free of leaves and debris
2. Change HVAC filters every month
3. Inspect and maintain interior and exterior caulking every month to prevent water penetration and potential damage
4. Check and tighten door hardware, hinges, and handrails to ensure proper function
5. Maintain all weather stripping
6. Water lawn, shrubs and trees as necessary

## Additional Helpful Items

### Plumbing:

*Toilets-* New Federal mandates have made all toilets “low flow” which means they use less water. Please avoid flushing sanitary napkins, cleaning or baby wipes, “flushable” wipes or any other items that could cause a stoppage. These items could cause a clog and overflow. Avoid use of chlorine tablets and cleaners as it can void warranties and cause component failure.

*Tankless Water Heater-* The recommended temperature setting for hot water is 120 degrees. Per code the builder is not permitted to increase the temperature. It takes approximately 1-2 minutes for the water to reach the plumbing fixture.

*Tub and Shower-* To prevent scalding all tub and shower fixtures mix the hot and cold water and will never be as hot as the water to sinks.

*Disposal-* it is recommended to use cold water when using disposal. Avoid putting grease, oil, hard food products or seeds into the disposal.

### Electrical

*GFCI Outlets-* Ground Fault Circuit interrupter – These outlets are code required and designed to protect people from shock. These outlets cut the power to the outlet when a short is detected or when moisture is detected. These are found in the kitchen, bathrooms, exterior and near water. If a plug has quit working please check the GFCI first.

*Smoke Detectors-* It is recommended that you check/replace the batteries in the smoke detector at least every 6 months. If the smoke detector makes a chirping noise please try replacing the battery.

### Caulking

*Interior Caulking-* All interior caulking shrinks and deteriorates. It may happen faster in one location or another but you will most likely see it in the trim material. This shrinkage is considered typical homeowner maintenance and is not covered under warranty. One area to pay special attention is around the tub and shower- both at the floor and where materials meet. This area should be maintained to keep any water from finding its way and doing damage.

### HVAC

- Do not turn your HVAC system off for extended periods of time
- Change your filters every month
- Do not block registers or return air vents
- Burning candles or other items that put off smoke can cause damage and clog your system
- Keep outdoor units clear of debris
- Windows should have coverings (drapes, blinds) to prevent heat and coolness loss.

## OLD OAKS UTILITY COMPANIES



*\*\*\*Please transfer all utilities to your name as they are scheduled to be turned off within two (2) days of home closing\*\*\**

### Water

Punkin Water Association

Phone: 662-832-5946

Address: Punkin Water Association, P.O. Box 114, Oxford, MS 38655

Website: [www.punkinwater.com](http://www.punkinwater.com)

### Sewer

City of Oxford Utilities

Oxford Public Works

Phone: 662-232-2373

Address: 300 McElroy Drive, P.O. Box 827, Oxford, MS 38655

Website: [www.oxfordms.net](http://www.oxfordms.net)

Note- The City of Oxford has not set up their billing system for Old Oaks and Walker & Walker does not have control over when or how this will be finalized. Owners should expect an invoice from the City in the future but as of this publication we have not been told when it will be sent. Any questions should be directed to the City of Oxford Public Works Office.

### Electricity

Northeast Mississippi Electrical Power Association (NEMEPA)

Phone: 662-234-6+331

Fax: 662-236-6731

Address: 10 Private Road 2050, Oxford, MS 38655

Website: [www.nempa.org](http://www.nempa.org)

### Natural Gas

CenterPoint Energy

Phone: 1-800-371-5417

Address: 399 Hwy 6 West, Oxford, MS 38655

Website: [www.centerpointenergy.com](http://www.centerpointenergy.com)

### Internet and Phone

AT&T

Address: 1805 W Jackson Ave., Oxford, MS 38655

Telephone: 662-234-6441 **Direct Sales:** 866-861-6075 Option #1