



OLD OAKS
OF OXFORD

OWNERS GUIDE



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EMERGENCY REPAIRS & 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 the appropriate subcontractor:

Plumbing- United Plumbing – 901-569-6368

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

Electrical- Third Phase Electric- 901-238-5160

Walker & Walker Main Office- 901-683-1440 Email- OldOaksWarranty@gmail.com

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

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

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

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

Natural Gas

CenterPoint Energy

Phone: 1-800-371-5417

Address: 399 Hwy 6 West, Oxford, MS 38655

Website: 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

Internet and Phone

Sparc by NEMEPA Address: 10 Private Road 2050; Oxford, MS 38655

Telephone: 662-238-3159



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



WARRANTY INFORMATION

Should a 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 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. 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. All warranty items must meet the the Limited Warranty Addendum Standards to be valid.

HELPFUL ITEMS TO KNOW ABOUT YOUR HOME

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 replace 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.

NON-WARRANTY ITEMS

1. Frozen pipes are not covered by the Limited Warranty
2. 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.
3. 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
4. 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.

LIMITED WARRANTY ADDENDUM

This limited warranty (öLimited Warrantyö) constitutes the sole and only warranty regarding the labor and materials used in the construction of above-described property (the öPropertyö) pursuant to the provisions of that certain Purchase and Sale Contract entered into by and between Purchaser, and Old Oaks Oxford, LLC, a Mississippi limited liability company (öSellerö), and to the provisions of Miss. Code Ann. § 83-58-1, *et seq.*, also known as the Mississippi New Home Warranty Act, notice of which is hereby given by Seller and acknowledged by Purchaser.

Seller warrants that all construction and materials incorporated in and made a part of the Property shall remain free from any defect due to noncompliance with the building standards for a period of one (1) year from the date of Closing or the date the home is first occupied, whichever occurs first. Seller further warrants that the home will be free from major structural defects due to noncompliance with the building standards for a period of six (6) years from the date of completion of construction on the home. öBuilding Standardsö means the standards contained in the building code, mechanical-plumbing code, and electrical code in effect in Lafayette County, Mississippi and/or Oxford, Mississippi, or if the said County and City have not adopted such codes, the Standard Building Code, together with any additional performance standards, if any, which the builder may undertake to be in compliance. öMajor structural defectsö means actual physical damage to any of the following load-bearing portions of a home caused by failure of the load-bearing portions and its load-bearing functions, as follows to wit: foundations systems and footings; beams; girders; lintels; columns; load-bearing walls and partitions; floor systems; and, roof-framing systems.

The Seller's limited warranty **expressly excludes** the following items:

- (a) Defects in outbuildings including detached garages and detached carports, except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the home; swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping, including sodding, seeding, shrubs, trees, and planting; off-site improvements including streets, roads, drainage and utilities or any other improvements not a part of the home itself.
- (b) Damage to real property which is not part of the home covered by the warranty and which is not included in the purchase price of the home.
- (c) Any damage to the extent it is caused or made worse by any of the following:
 - (i) Negligence, improper maintenance or improper operation by anyone other than the builder or any employee, agent or subcontractor of the builder.
 - (ii) Failure by anyone other than the builder or any employee, agent or subcontractor of the builder to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures.

- (iii) Any change, alteration or addition made to the home by anyone after the initial occupancy by the owner, except any change, alteration or addition performed by the builder, or any employee, agent, or subcontractor of the builder.
- (iv) Dampness, condensation or other damage due to the failure of the owner to maintain adequate ventilation or drainage.
- (d) Any loss or damage which the owner has not taken timely action to minimize.
- (e) Any defect in, or any defect caused by, materials or work supplied by anyone other than the builder, or any employee, agent or subcontractor of the builder.
- (f) Normal wear and tear or normal deterioration.
- (g) Loss or damage which does not constitute a defect in the construction of the home by the builder, or any employee, agent or subcontractor of the builder.
- (h) Loss or damage resulting from war, accident, riot and civil commotion, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption, wind-driven water and changes in the level of the underground water table which are not reasonably foreseeable.
- (i) Insect damage and rotting of any kind.
- (j) Mold or mold damage, except in cases where the builder's negligence was a proximate or contributing cause of the mold or mold damage.
- (k) Any condition which does not result in actual physical damage to the home.
- (l) Failure of the builder to complete construction of the home.
- (m) Any defect not reported in writing by registered or certified mail to the builder or insurance company, as appropriate, prior to the expiration of the period of coverage of that defect plus thirty (30) days.
- (n) Consequential damages.
- (o) Any loss or damage to a home caused by soil conditions or soil movement if the home is constructed on land owned by the initial purchaser and the builder obtains a written waiver from the initial purchaser for any loss or damage caused by soil conditions or soil movement.
- (p) Any defect in an electrical, plumbing, heating, air conditioning or similar fixture not manufactured by the builder for which the manufacturer provides a warranty regardless of duration.

Purchaser must give Seller written notice of any defect within ninety (90) days after Purchaser's discovery of the defect by registered or certified mail; provided, in any event that such notice must be given prior to expiration of this Limited Warranty. Any such notice shall be addressed to Seller at the address set forth below or such other address for notice furnished to

Purchaser in writing, advising him of the defects and giving the builder a reasonable opportunity to repair the defect. Purchaser's sole remedy (in lieu of all remedies implied by law or otherwise) against Seller in connection with such material defects shall be to require Seller to correct the defect in material or workmanship. Seller shall determine, in Seller's sole discretion, whether any material defect covered by this Limited Warranty shall be repaired or replaced.

Consumer Products (as such term is used and defined by the Federal Trade Commission) that are covered by the Magnuson-Moss Warranty Act when sold as part of a home are EXCLUDED from this Limited Warranty. Such Consumer Products are covered solely to the extent of any manufacturers' and/or suppliers' warranties. Purchaser's sole remedy for the malfunction or defect in materials or workmanship of equipment or appliances installed in the Property by Seller or its agents or subcontractors (Installers), are specifically limited to the warranty provided by the manufacturer of such equipment or appliance, unless such claimed defect is or was caused by installation by Installers, in which event, this Limited Warranty applies. For purposes of illustration and not by way of limitation, such appliances and equipment include the following: refrigerators, freezers, ice makers, microwave ovens, conventional ovens, range tops, dishwashers, garbage disposals, trash compactors, clothes washers and dryers, heating and air conditioning units, hot water heaters, garage door openers, intercom systems, security systems, and audio and video equipment.

This Limited Warranty gives Purchaser specific legal rights and Purchaser may also have other rights under Mississippi law.

The following are limitations to or exceptions from the warranty:

A. All claims under this warranty MUST BE MADE IN WRITING and delivered to Seller prior to expiration of this Limited Warranty. The written notice must identify the nature of the defect, the date the defect first occurred, the loss or damage claimed, the times that the Seller may have access to the Property to inspect the loss or damage and, if necessary, take corrective action.

Purchaser must:

- 1) Contact Seller, or its representatives, in the most expeditious manner possible;
- 2) Do everything within Purchaser's power to mitigate any damage being caused by the problem;
- 3) Mitigation must be accomplished with prudence and with due regard for relative costs. Seller shall only bear those Purchaser-incurred costs that are reasonable and competitive in the opinion of Seller.

B. Seller must be given reasonable time to correct defects to allow subcontractors and vendors to correct defects. Purchaser acknowledges that work and materials originally supplied through subcontractors and vendors may be warranted to Seller by the subcontractors and vendors. Service by these third parties is not one hundred percent (100%) under the control of Seller and may not always be as prompt as desired by Purchaser or Seller.

C. No wood items (other than doors, windows, wood cabinets, and countertops) are guaranteed against warping, splitting, shrinking, or other characteristics known to be common to wood at this particular locale and climate.

D. Cosmetic cracks in sheetrock, wood trim, caulking, or tile grout joints caused by the normal drying out and settling of wood frame construction are not covered under this warranty. Cosmetic cracks or separation in the surface of ceramic tile installed directly on to the concrete foundation or wood floor decking caused by normal expansion and contraction of the foundation and framing are not covered under this warranty. Exposed concrete is not warranted against cosmetic cracking or variations in color.

E. All items which were contracted for directly by Purchaser, whether administered by Seller or not, are NOT warranted by Seller. This exclusion includes modifications or changes to the original construction.

F. Any item which is a change order to the standard specifications but are performed at cost, without profit or at minimal charge as an accommodation to Purchaser, carry no warranty by Seller.

G. This Limited Warranty is personal to Purchaser and may not be assigned. No assignment shall be permitted without the prior written consent of Seller.

H. The introduction of excessive water into the Property must not occur.

I. Normal settling of the Property within tolerances generally acceptable under the building standards in effect for the geographic area in which the Property is situated.

FOR BREACH OF THIS LIMITED WARRANTY, DAMAGES INCURRED BY PURCHASER ARE LIMITED TO THE LESSER OF THE COST TO REPAIR OR REPLACE THE DEFECTIVE ITEM OR THE DECREASE IN THE MARKET VALUE OF THE ITEM AFFECTED BECAUSE OF THE DEFECT. IN NO CASE SHALL SELLER BE LIABLE TO PURCHASER FOR PUNITIVE, INCIDENTAL, SPECULATIVE, OR CONSEQUENTIAL DAMAGES AS A RESULT OF ANY BREACH OF THIS LIMITED WARRANTY.

SELLER DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED (OTHER THAN THE WARRANTY OF TITLE SET FORTH IN THE DEED FOR THE PROPERTY), INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR USE, REGARDING THE IMPROVEMENTS, FIXTURES, EQUIPMENT, MATERIALS, OR OTHER PROPERTY LOCATED ON OR BEING A PART OF THE REAL PROPERTY SOLD TO PURCHASER PURSUANT TO THE PURCHASE AND SALE AGREEMENT. NO SAMPLE OR MODEL HAS BEEN MADE PART OF THE BASIS OF THE BARGAIN OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE WHOLE OF THE GOODS WOULD CONFORM TO ANY SUCH SAMPLE OR MODEL.

PURCHASER, BY SIGNING THIS LIMITED WARRANTY, WAIVES ANY CLAIM OR CAUSE OF ACTION AGAINST SELLER AND ANY CONTRACTORS OR VENDORS HIRED BY SELLER UNDER ANY THEORY OF IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION AND THAT ANY SUCH IMPLIED WARRANTY, TO THE EXTENT IT EXISTS IN MISSISSIPPI, IS EXPRESSLY REPLACED BY THE TERMS OF THIS LIMITED WARRANTY.

SELLER SPECIFICALLY DISCLAIMS, AND PURCHASER SPECIFICALLY WAIVES AND RELEASES SELLER AND ANY CONTRACTOR OR VENDOR HIRED BY SELLER FROM, ANY CLAIMS OR LIABILITY FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES TO ANY PERSON OR REAL OR PERSONAL PROPERTY, INCLUDING THE REAL PROPERTY UNDERLYING THE HOME, RESULTING FROM A DEFECT OR FLAW IN ANY CONSTRUCTION OR MATERIALS.

SELLER MAKES NO REPRESENTATION OR WARRANTY CONCERNING ANY GEOLOGICAL OR ENVIRONMENTAL MATTERS AND SPECIFICALLY EXCLUDES GEOLOGICAL AND ENVIRONMENTAL MATTERS FROM THIS LIMITED WARRANTY.

PURCHASER HEREBY ACKNOWLEDGES AND ACCEPTS SUCH DISCLAIMERS AND WAIVES ANY AND ALL RIGHTS PURCHASER MAY HAVE BY VIRTUE OF THE REPRESENTATIONS AND WARRANTIES DISCLAIMED. EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, PURCHASER ASSUMES THE RISK OF DAMAGE OCCURRING ON OR IN PROPERTY AFTER THE CLOSING, REGARDLESS OF THE CAUSE.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Limited Warranty Addendum as of the date set forth below.

SELLER:

Old Oaks Oxford, LLC, a Mississippi limited liability company

By: _____
Robert D. Walker, Manager

Date: _____

PURCHASER(s):

_____(Name)

By: _____

Date: _____

_____(Name)

By: _____ Date: _____