

Whisper Creek at Waterbury

WARRANTY MANUAL

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J&S Homes LLC

Dear Whisper Creek Homeowner:

Congratulations and thank you for purchasing a Whisper Creek villa. We hope that you will enjoy your new home and that it will fulfill your expectations. We know that despite our efforts, it is not unusual to discover some problems in your home after you have moved in. So please read this manual carefully to ensure that your warranty issues are properly addressed. Our goal is to have you completely satisfied with your new home.

J&S Homes LLC is the developer and Precept Construction, LLC is the builder for Whisper Creek. Your home is covered by Precept Construction's limited warranty for a period of one year from closing. Please refer to this manual to determine what the warranty does and does not cover.

To assist you in a timely manner, there are several ways to contact Precept Construction. For an emergency situation, please refer to 'Emergency Service Request' below. If you feel that you have a non-emergency problem covered by warranty you may:

- Call the customer service department at **336-286-6811**
- Fax to Precept Construction at **336-286-6834**
- E-mail through 'Contact Us' page at www.preceptconstruction.com
- Mail list of concerns to:

Precept Construction, LLC
Customer Service Department
P.O. Box 10376
Greensboro, NC 27404 - 0376

Please do not involve the sales personnel or the on-site superintendent as this may delay an appropriate response.

We will try to address your concerns as soon as possible. At homeowner's orientation, you will be given the option of signing a form allowing a Precept Construction representative or subcontractor to enter your unit for necessary repairs even if you are not at home. If you prefer to be present at the time of repairs, efforts will be made to arrange this as soon as possible.

Issues identified at the homeowner orientation prior to closing will be corrected in a timely manner, although some may occur after closing. If you believe some item was missed, please feel free to call customer service. Approximately sixty days after closing

please make a list of any non-emergency concerns that may be covered by the warranty, note your name, address and phone number and then submit it at the Precept Construction web site or mail to customer service as above.

Repair/ maintenance issues for the exterior of your individual unit are the responsibility of the Homeowners Association. Please contact Slatter Management Services (Manager of the HOA) for these concerns.

Again, welcome to Whisper Creek and please let us know if you have any questions.

Precept Construction, LLC
Customer Service Department
(336) 286-6811 • Fax (336) 286-6834

WARRANTY POLICY

It is the policy of J&S Homes LLC and Precept Construction, LLC to consistently provide courteous and effective service during the warranty period in a timely manner (material availability, weather, and labor conditions permitting) for all warrantable items. All warranty work must be performed or pre-approved by Precept Construction.

EMERGENCY SERVICE REQUEST

What constitutes an emergency? Emergencies are failures that cause the home to be uninhabitable or that may cause further imminent damage on your unit such as, but not limited to:

- A. No water / Water leak
- B. Sewer blockage or overflow that cannot be unstopped with a plunger
- C. Major Electrical Outage to an individual unit
- D. No Heat **Note:** Air conditioning failure is a serious inconvenience but is not an emergency.
- E. Roof Leak

In the event of an emergency, please call the customer service number,

For Plumbing Emergencies: Call Anderson Plumbing 336-869-8013

For Electrical Emergencies: Call Steffey Electric, Inc. 336-382-1655

For Heating Emergencies: Call Seasonal Comfort, Inc. 336-855-5400

If you cannot reach a Representative, call Precept Construction or Slatter Management Services 272-0641 or the appropriate subcontractor (listed in reference section). Weekend calls may not be returned until Monday morning in some cases.

Sixty-Day Break-In Period

It is not uncommon that, after moving into your home, you may discover defects, usually minor, that were not apparent on the 'walk-through'. Approximately sixty days after closing, we recommend you make a list of any non-emergency concerns that may be covered by the warranty and mail to Customer Service at Precept Construction or submit through the Precept Construction web site. Those items that are determined to be warrantable will be scheduled for correction within a reasonable time.

Latent Defects

A latent defect is a defect that becomes apparent after a sixty-day break-in period. Most warranty items extend for one year after the date of the closing. Should it appear that a possible latent defect has developed or there are any non-emergency warranty items remaining, you must notify Precept Construction in writing or on the web site by the end of the first year. An evaluation of these defects will be scheduled and all warrantable items will be corrected within a reasonable time.

FIREPLACE

The warranty is void if the manufacturer's operation standards are not followed. Scratches on the surround not noted at Homeowner Orientation are not warranty items. All warranty is handled by the supplier and limited to the manufacturer's warranty.

APPLIANCES

All warranty is handled by the dealer and limited to the manufacturer's warranty. Read and follow all instruction booklets very carefully before operating any of your appliances. If the appliances do not operate the first time you try to use them, contact Customer Service. Be sure to check the breaker before placing a service call. You will be subject to a service charge if the problem is not warrantable.

MAGNUSON-MOSS WARRANTY ACT

The following list represents an example of but not limited to, items that, if included in your new home, have been defined as "consumer products" covered by the Magnuson-Warranty Act. When sold as part of a home, they are excluded from the bonded limited warranty on your home issued by your builder. These items are covered by the manufacturer's and/or supplier's warranty as such. This is true with all new homes built in the U.S.A. You may need to contact the appropriate manufacturer for problems with these items. If you are not sure who to contact, please call Customer Service.

Heating and Ventilation
Mechanical / Electrical /Plumbing

Exhaust Fan
Gas Furnace
Thermostat
Air Conditioning System
Smoke Detector
Security and Fire Alarm
Electric Meter
Water Meter

Appliances

Garbage Disposal
Water Heater
Refrigerator/ Ice Maker
Range
Oven
Oven Hood
Microwave
Dishwasher
Clothes Washer and Dryer

TREATED LUMBER

Treated lumber as used on decks and exterior steps is subject to very high levels of moisture variations. Thus cracking, grain splitting and warping are normal and to be expected. This material is required by code to be used in exposed areas. The normal movement of this material is not a warranty item.

CABINETS AND TOPS

Most cabinets are prefinished and it is necessary to use pre-colored filler at some of the joints and cracks. Hairline cracks in the cabinet are to be expected. Such cracks can be filled and do not justify replacement. A gap between cabinet doors and cabinets up to ¼ inch is reasonable and is not considered a warrantable item.

Our counter tops are granite. The joints in this material sometimes require filler or caulk to seal tightly. The wall splashes may need caulk or molding to seal to the wall tightly. Fillers are made to match the granite colors. **Scratches or marks not noted on pre-closing orientation are not warranty items.**

EXTERIOR DOORS / INTERIOR DOORS

Most external doors are metal clad and fully insulated with a weather strip. No door is totally sealable. Some air infiltration is normal. Our metal doors, when adjusted properly, will eliminate excessive air infiltration. Hardware will be replaced only if there are defects in material and workmanship.

DOOR WARPAGE

Exterior and interior doors often warp due to temperature and/or moisture differences. Warpage of over 1/4 inch needs adjustment. Replacement is needed only in extreme cases.

FIREPLACE

The warranty is void if the manufacturer's operation standards are not followed. Scratches on the surround not noted at Homeowner Orientation are not warranty items. All warranty is handled by the supplier and limited to the manufacturer's warranty. You cannot burn other fuels in the fireplace.

WINDOWS

Windows are warranted to operate, lock, and have weather stripping. If the seal in the pane fails, we will replace it during the first year. There is no warranty on the grid or screen after the initial sixty days. Some air infiltration at windows is normal. Excessive infiltration is a warranty item. Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Unless attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control and no corrective action is required.

SHEETROCK

Sheetrock will have some minor mars, nail pops, and cracking. These are usually due to the normal movement in the components of the house. Builder will repair only cracks exceeding 1/8 inch in width and nail pops, one time only, during the first year of the Limited Warranty period. Builder is not responsible for color variations in the paint or differences in the finished texture.

PAINT

We apply two coats of good quality paint on all painted surfaces. Upon needed repair and or repainting, we will only repaint the immediate area of repair. It is likely that there will not be an exact match in the color. The darker the color, the less likely the match.

You will receive one, and only one, paint touch-up during the one year Warranty period.

FLOORING

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CARPET

Bad seams will be repaired and restretched only one time for the entire home, not room by room. Vacuum regularly and keep in mind some stretching may be observed in damp weather. The carpet will stretch tight again in drier weather. Seams may be more visible in some cases. Therefore, we do not guarantee that seams will not be noticeable.

CERAMIC TILE

Any broken or chipped tile not noted on the Homeowner Orientation is not a warranty item.

PLUMBING MAINTENANCE

For any plumbing service, please contact Anderson Plumbing at 336-869-8013. Warranty service will be provided only during normal working hours, Monday through Friday 9:00 am to 5:00 pm, except in an emergency situation. It may be necessary for the homeowner to have someone present while the plumbing work is being performed.

The plumbing fixtures in a home are used more than any other mechanical item. The following list of instructions on the maintenance of your plumbing system will save you money and keep the plumbing operating at peak performance for years to come.

Even though you may not be able to do most types of plumbing work, you should have some knowledge about the plumbing system in your home. Having a better understanding of the plumbing is actually a means of avoiding unnecessary trouble, expense, and knowing how to best handle problems that arise, especially when a plumber cannot be reached.

MAIN VALVE

You should familiarize yourself with the location and operation of the main water valve in case of any future emergency. Warranty will not cover water damage to other materials if the main and related fixture valves are left on.

WATER LINES

We will repair water leaks on the home side of the water meter if they occur during the covered warranty period, provided they are not caused by negligence or freezing.

Vibration of water lines is a normal occurrence due to the back feed of water when valves are opened and closed. This will not lead to future problems. Unless caused by improper installation, no action is needed.

FROZEN WATER PIPES ARE NOT COVERED BY WARRANTY

PLUMBING FIXTURES

If you have a guest bath or other infrequently used fixtures, flush the commode and turn the lavatory and other faucets on and off at least twice weekly.

Carelessness causes many scratches and stains. Scraping or banging metal utensils in the kitchen sink will gradually scratch and dull the surface. Chips, mars, and stains that are not noted on Homeowner Orientation are not a warranty item.

DISPOSAL

Whenever possible, food waste should be placed in the garbage container and not in the sink. Never dump grease or oil products in the sink or disposal. Do not let food waste accumulate in the sink or in the garbage disposal unit. Be sure to have the disposal operating with a strong flow of cold water when in use. Allow the unit and water to run a full minute after grinding. Failure to do this will cause buildup in the smaller waste line and eventually cause a stoppage. Do not run disposal and dishwasher at the same time. If the disposal stops running, first try the reset button. This button is located on the bottom of the disposal. Resetting of disposal and/or jams is not covered by the plumbing warranty. For more information see disposal warranty.

CLOGGED AERATORS

When the flow from a lavatory, shower, or sink faucet decreases in volume or becomes irregular in shape, remove the aerator and clean the screen. Observe the relation of one part to another so that it can be reassembled in the same way. Reassemble and replace it on the spout. This is a homeowner maintenance responsibility and should be performed frequently. If we are called to unstop a clogged aerator, the homeowner could be charged for a service call.

CLOGGED SEWER LINES

When waste water gurgles and seeps away slowly from a sink, lavatory, bathtub, or shower or backs up in the toilet bowl, there is foreign matter in the waste line that is restricting the flow of water. To reduce the chance of a sewer line or commode becoming clogged, do not dispose of hair, grease, lint, diapers, or rubbish through the commode or sink drains. The plumber is responsible only for freeing such lines when the cause of clogging is related to faulty construction of the lines or building materials are found in them. Otherwise, the homeowner will bear the expense involved in freeing the lines. Use of a plunger will usually open clogged lines. There will be a service charge if a service request is made and the repairman opens the line with a plunger. Neither plumber nor builder is responsible for blockage on the city side of the sewer connection. This is the responsibility of the city.

WATER HEATER

Water heaters require more homeowner maintenance than any other plumbing fixture in the home. If you follow these maintenance requirements, your water heater should give you many good years of service.

1. Make sure the heater is full of water.
2. Your water heater warranty does not cover hard water conditions, and the water in your area could be hard. This causes lime or scale build-up. You should drain your water heater every three to six months. Do not shut off main valves.

Insufficient Hot Water

Before contacting us, check the water heater to see if the apparent malfunction is caused by some external fault. Consulting the following check list may eliminate the need for a repair at all and assist in restoring hot water service.

- a. The storage capacity of the heater may have been exceeded by large demands of hot water.
- b. If the heater was installed when incoming water temperatures were warm, colder incoming water temperatures will create the effect of less hot water. Raise the thermostat to compensate.
- c. Look for leaking or open hot water faucets.
- d. See the instructions on the water heater.

If, after reviewing the checklist, you are unable to restore hot water, call Customer Service. Remember, a service charge will be due if the problem is not a defective material or workmanship.

PLUMBING CAUTIONS

Never pour grease or oil substances into the garbage disposal unit or other fixtures.

Never step into a bathtub or shower with shoes on. Shoe soles carry hundreds of gritty particles which can scratch the surface.

Never pour paint thinner or other chemicals down the sewer line.

Do not use plumbing fixtures as receptacles for photographic or developing solutions. Developer stains are permanent.

A sharp blow from a hard object can easily chip polymer or china fixtures. Claims of discoloration, chips, cracks, or scratches in plumbing fixtures, split, or chipped commode seats, and cracked or missing bolt covers will be repaired or replaced only if noted on the pre-closing orientation.

HEATING AND AIR CONDITIONING

All warranty work will be handled by the HVAC contractor and limited by the manufacturer's warranty.

Check and keep filters clean and changed. Filters are not a warranty item.

Do not block registers and air returns with furniture.

Check breakers and fuses before calling for service.

ELECTRICAL

All warranty work will be limited to repairing or replacing defective items and by applicable electrical codes.

Check breakers and fuses before calling Customer Service. Tripped breakers/fuses are not a warranty item. **Do not use any bulbs which exceed the wattage listed on the light fixture.**

Check ground fault breakers before calling a repairman. This is not a warranty item if tripped. This is a safety feature which protects against accidental electrocution. To reset, depress the "R" button. This feature is usually located in a bathroom or in the garage near the panel box and outside receptacle.

MISCELLANEOUS WARRANTY CONCERNS

MILDEW

Mildew and fungus formations are a condition the builder cannot always control and is a homeowner maintenance item. It is recommended that the homeowner:

1. Maintain adequate temperature and humidity control.
2. Use ventilation fans in the kitchen and bathroom, especially when cooking and showering.
3. Clean any water or liquid spills promptly and avoid allowing damp items to sit around the unit.
4. When weather and safety conditions allow, it is recommended that homeowners periodically open windows to allow further ventilation.
5. Have heating and air conditioning systems inspected and serviced at regular appropriate intervals.
6. Have caulking, weather-stripping and other weather proofing inspected and, if necessary, repaired at regular appropriate intervals.
7. Please notify Precept Construction Customer Service promptly if you note any mildew or mold present in your unit.
8. Report any water leaks immediately to Anderson Plumbing 336-869-8013.

DAMAGE FROM THE ELEMENTS

It will not be unusual for your roof, concrete or another part of your property to incur some damage from wind, rain, snow, sleet, temperature below freezing, frost, or power outages. This is a matter of homeowner association maintenance. Please contact Slatter Management for these matters, not J&S Homes LLC or Precept Construction, LLC.

Reference Section

Builder

Precept Construction
P.O. Box 10376
Greensboro, NC 27404
www.preceptconstruction.com

Customer Service
Fax

336-286-6811
336-286-6834

Developer

J&S Homes LLC
P.O. Box 10376
Greensboro, NC 27404

336-286-6811

HOA Management

Slatter Management Services, Inc.

336-272-0641

Subcontractors

Heating/Air Conditioning
Seasonal Comfort, Inc.

336-854-5400

Plumbing
Anderson Plumbing

336-869-8013

Electrical
Steffey Electric, Inc.

336-382-1655

Fire/Security
Arc Security & Fire Solutions, Inc
Todd Richardson

336-669-4867

Appliances: GE

(Dishwasher, Range, Microwave, Garbage Disposal)

1-800-322-0168 Option 3

Utilities

AT&T
New Service/ Billing
Repairs
Piedmont Natural Gas

1-888-757-6500
1-877-737-2478
1-800-752-7504

Duke Energy
Time Warner Cable
Water and Sewer -- City of Greensboro
Emergency
Greensboro Police, non-emergency

1-800-777-9898
336-379-0200
336-373-2489
336-373-2033
336-373-2222

Emergency only numbers

Fire/Police/Ambulance
Poison Control

911
1-800-222-1222