



HOME WARRANTY

Artisan Custom Homes

Homeowner Name

Homeowner Address

Charlotte, NC 28209

May 7, 2018

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NAME OF BUILDER: Johnstone and Shryock LLC - DBA Artisan Custom Homes
(HEREIN KNOWN AS BUILDER THROUGHOUT THIS WARRANTY)

NAME OF HOMEOWNER: Homeowner Name

POLICY AND PROCEDURES

WARRANTY STATEMENT

BUILDER warranty certain items of the real property, as described herein, and provides a full warranty of only the installation of certain fixtures and equipment, hot water heaters and heating and air-conditioning systems for a period of one (1) year from the date of occupancy, and other items as described herein, for a period of thirty (30) days the date of occupancy. BUILDER's warranty program covers only the real property and does not extend to personal property or fixtures located within the dwelling unit, such as the water heater, air conditioning, or heating units. Such items are covered by the manufacturer's warranty which may be either a limited or general warranty. Each home purchaser will be furnished with a copy of the manufacturer's warranty covering the fixtures and other items of personal property located within the dwelling which will indicate the term of the manufacturer's warranty and whether or not such warrantee is a limited or general warranty. BUILDER's warranty extends to the original owner only. All items must be reported within the first year to be considered valid.

Item under warranty has been altered, adjusted, or worked upon in any other manner by the purchase, it will invalidate any further warranty by BUILDER, its subcontractors or the manufacture.

BUILDER will not assume any responsibility for damages where it is evident that misuse or neglect on the part of the homeowner is the primary cause of said damages.

In the event that items must be repaired or replaced, the warranty on these items is not extended past the one year of occupancy warranty. All items, whether repaired, replaced or their original items, are covered for only the first year of occupancy.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

BUILDER MUST BE PAID IN FULL BEFORE WARRANTY WORK CAN BEGIN.

ANY ITEMS THAT ARE NOT EXPLICITLY DISCUSSED IN THIS DOCUMENT WOULD BE ACCOUNTED FOR IN THE RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDLINES.

Beyond building codes and local relevant regulations, contractors and their customers have long sought measurable benchmarks that deal with the expectations of performance in the goods and services provided by the residential construction industry. Although codes and regulations address matters of health, safety, and welfare, matching a customer's expectation entails having objective criteria regarding performance. Upon this premise the residential construction performance guidelines were developed and refined to offer achievable minimum levels of workmanship for the products delivered.

WARRANTY SERVICE REQUESTS

I Routine Request

In order to give you the best service possible from our Warranty Department, we require that warranty items (including room & description of problem) be submitted in your BuilderTrend owner portal or by email to warranty@turnercustomhomes.com. Any other channels will merely delay the processing of your request.

We cannot honor verbal requests. Telephone calls of a routine nature will not be accepted because of the wide margin of misunderstanding.

Under normal circumstances, we allow a four week period for the completion of routine request from the time we receive your list. Although requests receive prompt attention by our organization, there are times when subcontractors may be unavoidably delayed. Weather conditions, unavailability of proper materials or labor shortages may delay immediate action.

- Emergency Service

You may be sure that emergency repairs shall be taken care of immediately. For any HVAC emergencies, please contact Miller Contracting Services directly at 704-821-1937. For all plumbing emergencies please contact Service Plumbing at 704-895-8998. For all other emergencies, please contact our office at 704-987-9369 and qualified help will be located.

II. WARRANTIES

WARRANTY BY MANUFACTURER AND/OR CONTRACTOR

(See Manufacturer's Warranty to determine if warranty is full or limited)

The following warranties are guaranteed by the manufacturer of said products. BUILDER and its subcontractors will fully warrant the only the insulation of said items for a period of one (1) year. All other warranties stated are for the original owner only. In order to validate your manufacturer's warranty, please complete the warranty registration cards and mail them to the manufacturer within thirty days of occupancy.

Please note that the warranty will cover parts and labor for a period of one (1) year. Any installation or labor charges after one year will be the responsibility of the homeowner.

- Heating and Air-Conditioning

Gas Heating: BUILDER, and its subcontractors fully warranty the installation only of a gas heating system. The manufacturer warrants the furnace to the first homeowner to be free from defects in material and workmanship for a period of one (1) year.

After the gas meter has been set, our heating subcontractor will adjust your furnace and set the thermostat correctly.

For better performance, and a cleaner home, you should change your filters every 30 days during winter and summer. After your first heating season, you can make arrangements with our heating contractor, or some other reliable contractor, for service.

For best results, keep your thermostat set at the desired temperature and do not constantly move it up and down.

Do not store any combustible materials near your furnace.

Air Conditioning: BUILDER, and our subcontractors will fully warrant the only installation of your system for a period of one (1) year.

The manufacture warrants the compressor for a period of five (5) years. During the first year there will be no charge for the compressor or for the labor to change it. After the first year to the fifth year, labor and “Freon” will not be included in the warranty. Coils and all other parts and equipment are under warranty for a period of one (1) year.

- Hot Water Heaters

Gas/Electric Hot Water Heater: BUILDER and its subcontractors both fully warrant only the installation of your water heater for a period of one (1) year. Your thermostat is initially set at a proper level for adequate hot water. Please do not constantly readjust this thermostat.

If for any reason the water heater is cut off and the water drain from the tank, please make certain that the water is turned back on in the tank is full before you make any attempt to turn the heater back on. Failure to do so will damage your unit.

Do not store gas cans or any other combustible materials near your water heater.

- Plumbing

The water and drainage pipes in the plumbing system in your home are under warranty by BUILDER and its subcontractors for a period of one (1) year. This warranty covers major faults such as water lines separating, faulty equipment, and faulty or improper installation; but, it does not cover broken pipes to the freezing temperature or damage due to frozen pipes.

Plumbing leaks should be reported to our warranty department immediately. We will not be responsible for water damage due to plumbing leaks.

The following plumbing items are under warranty for a thirty (30) day period only: faucet drips, sewer line stoppage, flushing mechanisms on toilets, and leaks under the kitchen and bathroom sinks. After 30 days, these items will be the responsibility of the homeowner. If the plumbing is “stopped up” during the warranty period and person servicing the plumbing finds foreign material in the line the owner will be billed for the call.

Caulking: Exterior and interior caulking in bathtubs, shower stalls, and ceramic tile surfaces will crack or bleed in the months after insulation. This is normal and should not be considered a problem. This is not covered by warranty and is to be maintained by the homeowner.

- Electrical System

BUILDER, and its subcontractors will warrant the wiring in your electrical system for a period of one (1) year.

All circuits in your home are protected by automatic circuit breakers. No fuses are required. Upon any electrical failures, check your circuit breaker first. Simply reset the switch by returning it to its normal position. Disconnect the check lamp cords or small appliances on the circuit with which you are having trouble.

Electrical warranty will cover any defects in receptacles, breakers, or switches for the first 30 days of occupancy only. Any defect in the overall electrical wiring system will be warranty for a period of one (1) year from the date of occupancy.

- Major Kitchen Equipment

BUILDER, and its subcontractors fully warrant that installation only on major kitchen equipment. All other warranty is covered by the manufacture.

Any part of one of the major appliances furnished as part of the dwelling that proves to be defective in materials or workmanship within a one (1) year period from the date of occupancy will be repaired or replaced by the manufacturer with a new or functionally operating part, free of charge. Service labor required to replace such defective parts or make mechanical adjustments so that it performs to design specifications will be free of charge for a period of one (1) year following the date of original purchase.

Again, please make certain that you fill out and mail the warranty cards to all your appliances in order to validate the manufacturer's warranty.

WARRANTY ON STRUCTURAL ITEMS

BUILDER, warrants that your house is constructed substantially according to the plans, specifications, and any other approved change orders. We consider the following items to be structural nature under this warranty: footings, foundation, concrete slab, framing roofing.

- Footings

Footing is under the warranty by BUILDER, against abnormal settlement for a period of one (1) year. In the event that a settlement of the footing is reported within the warranty, BUILDER, will determine the method and extent of the correction.

- Foundation

Foundation is under the warranty by builder, against abnormal settlement for a period of one year. This shall not be construed to mean that a foundation will not crack, but it does mean that builder will repair any crack exceeding 1/2" within the first year of occupancy.

- Termite Treatment

Your home has been sprayed for termites during construction. We warrant your home against termites for a period of one (1) year. After your first year of occupancy, you should contact the company to check your home annually for termites.

- Concrete Slab Floor

The concrete slab floor is under warranty by BUILDER, for a period of one (1) year against abnormal settlement, but not against ordinary expansion cracks which are

quite normal and common. Please note also that it is quite normal for concrete slab floors to be slightly irregular or uneven. An event that settlement occurs which causes damage to the sheetrock BUILDER will repair the sheetrock damage as it is listed on the 30 day and one year warranty request.

- Frame

BUILDER guarantees that all framing is in place as specified on the plans, specifications, and authorize change orders.

- Roof

BUILDER guarantees the roof against leaks from shrinkage or settlement only for a period of one (1) year from the date of occupancy. Any damage to the roof from natural elements is covered by your insurance company and is not the responsibility of BUILDER.

- Settlement, Shrinkage and Condensation

The conditions stated below are considered normal for a new structure, and unless any of the items are of an extreme nature, repair will be at the home owner's expense.

Lumber, a porous material, easily absorbs moisture. During construction it is exposed to various weather conditions and naturally absorbs moisture from the atmosphere. In fact, lumber can become saturated, even though it does not come directly in contact with the rain. When there is a decrease in the moisture content of a piece of lumber, shrinkage occurred. A new house may therefore actually decrease in size as a result of shrinkage.

The amount of shrinkage is directly proportional to the weight of the lumber and the heat involved. The greater the weight and the faster the drying process, the greater the shrinkage. Reverse conditions will have opposite consequences. This causes uneven shrinkage.

The appearance of cracks and uneven floors result from the exterior walls in an area of approximately three feet inside these walls not shrinking at the same rate as the lumber in the interior portion of moisture from the atmosphere outside the house and may swell and expand, whereas the internal heating, controversy dries and shrinks.

Some of the direct results of shrinkage may be:

1. Interior wood boards may slightly crack and caulking shrinks. All this is normal and will be a homeowner's responsibility.
2. Various wood trim and hardwood floor separate. For example:
 - (a) $\frac{1}{4}$ round molding separates from the baseboard in a downward direction.
 - (b) A space appears where the stairway meets the wall and trim.
3. Appearance of cracks above archways.
4. Exterior and interior doors do not function properly.
5. Miter joints where the trim meets, corners open slightly.
6. "Nail pops" appear in the drywall.
7. Base units or the kitchen cabinets appear to move from their original position, and the counter tops separate from the wall.
8. Grout cracks around the tile and bathtub.

The above conditions are normal. Not all of them will occur in every home. Do not attempt to remedy any of these problems during the first heating period.

Every effort has been made to minimize shrinkage in your home. At this time, there is no preventative measure known to completely eliminate shrinkage. After shrinkage has taken place, lumber will not absorb as much moisture from the atmosphere as it did during construction, because:

- (1) There is less exposure
- (2) The home furnishings will absorb the moisture first.

Settlement occurs when the earth beneath the footing compact from the weight of the new building upon it. It is normal for a new home to settle, and it is beyond anyone's control. Settlement often causes slight crack in foundation walls and concrete slabs despite proper compaction.

Condensation takes place when warm, moist air comes in contact with a cold surface. Condensation may appear on water pipes, commode, foundation walls, concrete floors, and windows. It generally appears in the rooms below the grade level during the hot summer months. The foundation walls are the lowest part of our home, and this area is therefore, the coolest section of the house. When the windows in this area are open, and extreme heat comes into contact with these cooler objects, moisture

from the air will be deposited on the surfaces. A fan or dehumidifier can help remedy the situation.

Excessive moisture usually appears first on the inside of window panes. Your new home has been tightly constructed and well insulated. This moisture can be expelled only by adequate ventilation.

WARRANTY ON NON-STRUCTURAL ITEMS

The following items are N O T considered to be structural nature and therefore are not covered by BUILDER's general warranty. The warranty on these items shall be as is stated in the following information.

- Interior and Exterior Doors

All doors may bind at times. Don't be hasty and adjusting, planning, or cutting your doors; the problem may correct itself. Exterior doors are subject to severe conditions because of the exposure to both internal heat and external elements. A certain amount of warping must be expected.

Any door adjustments relative to warping, expanding, etc. will be made at the end of your year of occupancy as reported on your final year end warranty service request.

Six panel exterior wood doors will, under normal conditions have slight hairline cracks due to weather and cannot be guaranteed against such.

Door locks and miscellaneous hardware are under warranty for a period of thirty (30) days.

- Trim

Due to the fact that it is normal for base shoe molding to separate slightly from the floor, there is no warranty covering this. However, cracks exceeding 1/4" in door trim at the joint will be filled and touched up if requested on your year in the service request.

- Sheetrock (Drywall)

Often, natural shrinkage and normal settling are misunderstood for poor workmanship. Drywall defects, such as nail-pops and cracks, will be repaired ONE TIME DURING YOUR ONE YEAR WARRANTY without charge, and this drywall repair will include any painting.

In case a wall is damaged by a plumbing leak caused by BUILDER, within the first 12 months of occupancy, we will repair the wall and will re-decorate the wall involved. We will try, but cannot guarantee matching paint color.

Plumbing leaks should be reported to our office immediately. We will not be responsible for water damage due to plumbing leaks.

- Interior and Exterior Paint

BUILDER will guarantee the exterior paint on the house not the peel for a period of one (1) year; the 12 months of occupancy. In the event the paint on the exterior does peel, BUILDER will scrape the immediate area of the paint peeling and remove and loose paint and repaint that particular board or the immediate area that is involved only. We will try but cannot guarantee matching a paint color. This guarantee does not apply to the natural fading of paint on a house.

The interior paint on the house is not guaranteed against normal wear and tear other than peeling around the windows.

- Roof Guttering

Your roof guttering is under warranty for one (1) year, including joints separating, and guttering and downspouts becoming unattached. Your warranty does not include cleaning out of leaves and debris, nor the adherence of paint.

- Counter Tops

Counter tops are guaranteed by BUILDER against improper installation for a period of one (1) year. Any cracks, chips, gouges, burns or scratches must be reported prior to occupancy, otherwise we will assume no responsibility for these items.

- Insulation

BUILDER guarantees that the insulation is installed according to the plans and specifications, and meets with the local building code requirements.

- Carpet

Carpeting is under limited warranty by BUILDER and its subcontractor for a period of one (1) year again separation of seams and faulty installation.

- Cosmetic Items

The upkeep of cosmetic aspects of your home is your responsibility. You have not contracted with the builder to cover ordinary wear and tear or other occurrences subsequent to construction that affect the condition of features in your home. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble and Formica tops, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpet, vinyl floors, cabinets, etc., which are not recognized and noted by you at final inspection are not warrantable conditions.

WARRANTY OF EXTERIOR

- Concrete Areas

Create patios of your home are under a warranty by the builder for a period of one (1) year from the date of occupancy. Walkways are covered by the same warranty.

Normal shrinkage of concrete will sometimes cause cracks in paved concrete areas. Joints have been placed at appropriate intervals to help control cracking. Every precaution has been taken to prevent cracking and chipping of concrete, but on occasion it will occur through no construction fault of ours. Any cracking that exceeds 1/2" will be filled if it is reported within one (1) year of occupancy. Anything less than 1/2" is considered normal and will not be repaired.

Our warranty also includes a guarantee that no area will have standing water in excess of one inch (1"). In such a case the low area will be sectioned out and re-poured to correct the problem. We cannot guarantee that the concrete repair will be the same color as the original concrete.

The warranty will cover deterioration of concrete surface due to improper installation or mixture, but not due to the use of salt or other materials which damage the surface.

- Yards - Drainage

BUILDER will guarantee that in general no large standing areas of water will remain in your yard. This includes only that area seeded in landscaped in accordance with specifications. Your lot has been graded to ensure proper drainage away from your home. Should you wish to change the drainage pattern due to landscaping, installation of patio or service walks, or other reasons, be sure a proper drainage flow is retained. We assume no responsibility for the grading or established pattern is altered. We do not assume responsibility for springs, or continuous dampness of soil.

- Lawn and Shrubs

We assume no responsibility for the growth of grass or shrubs. Once we grade, seed, fertilizer, and spread ground cover, it is the homeowner's responsibility to maintain. We will not re-grade a yard, nor remove or replace any shrubs or trees, except for those which are noted as discussed that final inspection.

**EMERGENCY
NUMBERS**

Duke Power	704-594-9400 - Account #206247490
Charlotte Water	311 or 704-336-7600 - Account #725788-41070
City of Charlotte Trash	311 or 704-336-7600
Piedmont Natural Gas	800-752-7504 - Account # 6004096875001
Whispering Pines Landscaping	704-489-0100
JR Ritchie Electric	704-855-1945
Service Plumbing	704-895-8998
Miller Contracting HVAC	704-821-1937
Sound Vision	704-361-2720
Gas Leak	911
DirecTV	800-347-3288



ACKNOWLEDGEMENT OF RECEIPT

We, **Homeowner**, hereby acknowledge receipt from
Turner Homes, the exclusive and total warranty upon the home located at:

Address

I do hereby acknowledge that the warranty herein received is the total and exclusive warranty excluding any and all implied warranties, relating to the home being purchased herein.

This 8th day of October, 2018.

Homeowner's Signature: _____ Date: _____

Homeowner's Signature: _____ Date: _____

Builders Signature: _____ Date: _____