

WATER PENETRATION WARRANTY

Water penetration is covered for a period of **two years from the date of your possession** with respect to defects in materials and workmanship. In the event of water penetration, Townwood Homes will inspect the problem and determine whether it is a result of defective materials and/or workmanship. Please refer to The Ontario New Home Warranty Coverage section on page 6 for more details regarding your water penetration warranty.

EMERGENCY SITUATIONS

Emergency situations are defined as a problem in one, or a combination of, the heating, electrical or plumbing systems only, all other items will not be considered Emergency Situations and will be dealt with in a timely manner.

In the event an emergency situation develops within your appropriate warrantable periods; (please review your warranty coverage prior to submitting your request) document your concern(s) in writing and send it to the attention of our Service Department at our Head Office by mail or fax. In cases such as these, Townwood Homes reserves the right to occasionally cancel a scheduled appointment to attend to an unscheduled emergency situation.

If you experience an emergency situation during non-business hours, you must first make every effort to attempt to control the problem until the next business day. (i.e. shut the breaker off, turn off the main water supply valve, check the furnace components, control flood conditions etc). If this cannot be achieved please attempt to contact our Service Department and then the Sub-contractors emergency hotline number. If this is still unattainable, please consult the Yellow Pages for emergency service to temporarily alleviate the problem until the appropriate individuals responsible can attend.

Any incurred costs by the homeowner must be supported by an original receipt and analytical report from the licensed technician.

Townwood Homes will not be liable for any associated costs if the homeowner assumes the responsibility of resolving and not temporarily alleviating the emergency situation until the next business day.

SUMMARY OF NON-WARRANTABLE ITEMS

INTERIOR ITEMS

- 1. We will not accept responsibility for nor repair any damages not listed on the Pre-Delivery Inspection (P.D.I.) report with regards to scratches / chips / stains /cracks/ scrapes / dents in countertops, floor coverings, glass, windows, mirrors, drywall, paint, trim, woodwork etc.**
- 2. Normal wear and tear of any material prone to excessive friction, environmental conditions and/or handling. Examples: caulking, silicone, grout, O-rings, lustrous finishes etc.**
- 3. Minor air leakage at window openings, doors, electrical openings and/or livable space over a garage.**
- 4. Alterations or additions made by the homeowner within the warranty coverage period without notifying Townwood Homes in writing.**

5. Damages caused by homeowner's tenants or guests.
6. Any damage caused by dampness or condensation caused by the homeowner not maintaining adequate ventilation.
7. Secondary damage resulting from defects that are under warranty. The defect is covered, however the personal or property damage they may or have caused is not covered under warranty.
8. Minor variations in floor levels.
9. Variations in wood grain patterns, shading, staining of color. (i.e. hardwood floors, oak pickets, oak staircases and cabinetry)
10. Minor tool marks and blemishes as a result of the installation of certain products.
11. Precise matching of replaced materials used in repair.
12. Damage as a result of neglected maintenance procedures, including proper cleaning practices responsible by the homeowner.
13. Clogged plumbing stoppages unrelated to building debris.
14. Any alterations to and from the heating, plumbing and electrical delivery systems will void your warranties on these items, unless **your** contractor assumes the warranty from that point onward.
15. Separation between the floor and the toilet and resulting leakage, or cracking of the toilet bowl due to over-tightening of bolts.
16. Re-decorating, sanding, or repainting of any drywall repairs requested on the **11-MONTH WARRANTY REPORT FORM.**

EXTERIOR ITEMS

1. Damage or destruction occasioned by acts of God; extreme environmental conditions such as prolonged rain, high winds, hail, fire, lightning, excessive snow loads, ice damming damage, frost, and freezing. Insects and rodents included.
2. Winterkill in lawns.
3. Any damage caused as a result of salt, calcium or petroleum products use on concrete or asphalt products. Examples: on slabs, porches, garage floors, driveways and walkways.
4. Minor surface shrinkage cracks in concrete products occurring during the natural curing process. Examples: basement walls and floors, garage floors, and porches.
5. The appearance of efflorescent (white chalky powder) present on some concrete products including walls, floor and or brickwork.
6. Damage to driveways caused by any chemical products and heavy objects.
7. Locating survey pins and monuments.
8. Damage resulting from external factors. Examples: utility workers, cable company, phone, gas, etc.
9. Concrete parging around exterior foundation of home.
10. Any alterations, deletions or additions whatsoever made by the owner or contracted through the owner other than those contracted through Townwood Homes. **Examples: Garage door openers will void the warranty on overhead doors, electrical switches or fixtures will void warranties on electrical wiring and connections, installing a humidifier without a contractor assuming the warranty will void your heating delivery system warranty; including air conditioner units, air cleaners and computerized thermostats.**
11. Bird entry (ie. Nesting) into exterior vent openings to exterior of home.