

- WARRANTIES -

“Tarion Warranty Corp.” Formerly “ONHWP” Formerly “HUDAC” (Included)

ONE YEAR WARRANTY

- Is free from defects in work and materials
- Is fit to live in
- Meets Ontario Building Code requirements

TWO YEAR WARRANTY

- Water penetration through basement or foundation walls
- Defects in our materials or work (*caulking, windows, doors, etc.*) resulting in water penetration into the building envelope
- Defects in our materials or work in the electrical, plumbing and heating delivery and distribution systems
- Defects in our materials or work which result in the detachment or deterioration of exterior cladding (*such as brick work, aluminum or vinyl siding*)
- Major structural defects
- Violations of the Ontario Building Code's Health and Safety provisions

SEVEN YEAR MAJOR STRUCTURAL DEFECT COVERAGE

- Any defects in materials or work that results in the failure or a load-bearing part of the home's structure or materially and adversely affects its load-bearing function
- Any defects in materials or work that significantly and adversely affects the use of the building as a home

EXCEPTIONS TO THE WARRANTY SERVICE RULES

There are circumstances that may affect our ability to make adjustments and/or corrections according to the timelines set out in the Warranty Service Rules. While these are rare, it is important that you understand what they are.

Certain severe conditions constitute an emergency situation. An emergency is any warrantable deficiency within the control of the builder that, if not attended to immediately, would likely result in imminent and substantial damage to your home, or would likely represent an imminent and substantial risk to the health and safety of its occupants. Examples of emergency situations include:

1. Total loss of heat between September 15 and May 15;*
2. Gas leak;*
3. Total loss of electricity;*
4. Total loss of water supply;*
5. Total sewer stoppage;*
6. Plumbing leakage that requires complete water shut-off;
7. Major collapse of any part of the home's exterior or interior structure;
8. Major water penetration on the interior walls or ceiling;
9. A large pool of standing water inside the home; or
10. Any situation where, in the opinion of the Warranty Program, the home is uninhabitable or safety reasons.

* Emergency situations due to the failure of a municipality or utility to provide the service are not within our control.

WHAT'S NOT COVERED BY “TARION”

We are happy to repair or otherwise correct any items in your new home that is covered by the statutory warranties described in this booklet. However, there are conditions and/or circumstances under which we cannot be held responsible for a damaged or defective item.

In order to avoid misunderstandings or miscommunication, please review the following conditions under which items are not covered by the warranty:

1. Damage resulting from improper maintenance, such as dampness or condensation caused by the homeowner's failure to maintain proper ventilation levels or improper operation of a humidifier, hot tub or any other moisture-producing device.
2. Alterations, deletions or additions made by the homeowner (*such as changes to the direction of the downspouts, grading or slope away from the house*).
3. Defects in materials, design and work supplied or installed by the homeowner/purchaser.
4. Secondary damage caused by defects under warranty. While the defects themselves are covered, the personal or property damage they cause is not. Often, your homeowners' insurance covers secondary damage.
5. Normal wear and tear, such as scuffs and scratches to the floor and wall surfaces caused by homeowners' moving, decorating, and/or day-to-day use of the home.
6. Normal shrinkage of materials that dry out after construction (*such as nail “pops” or minor concrete cracking*).
7. Settling soil around the house or along utility lines.
8. Damage from floods, “act of God”, wars, riots, or vandalism.
9. Damage from insects or rodents, unless the result of construction that does not meet the Ontario Building Code.
10. Damage caused by municipal services or other utilities.
11. Surface defects in work and materials noted and accepted in writing by the homeowner at the time of possession.
12. Damage caused by the homeowner or visitors.
13. Nail pops or shrinkage cracks in drywall
14. Foundation cracks
15. Floor squeaks
16. Floors out of level (*allowance 1” over 10’*)
17. Items warranted under manufacturers warranty.
18. Unfinished wall area around cold room door is acceptable.
19. Joint quality of interior trim (*allowance 1/16” cracks*).
20. Ceiling and wall undulations in drywall joints (*allowance + or - 1/2”*)

Mastroianni Construction “In-House Integrity Warranty” (Included)

FIVE (5) YEAR WARRANTY

- Is free from defects in work and materials
- Is fit to live in
- Meets Ontario Building Code requirements

FIVE (5) YEAR WARRANTY

- Water penetration through basement or foundation walls
- Defects in our materials or work (*caulking, windows, doors, etc.*) resulting in water penetration into the building envelope
- Defects in our materials or work in the electrical, plumbing and heating delivery and distribution systems
- Defects in our materials or work which result in the detachment or deterioration of exterior cladding (*such as brick work, aluminum or vinyl siding*)
- Major structural defects
- Violations of the Ontario Building Code's Health and Safety provisions

TEN (10) YEAR MAJOR STRUCTURAL DEFECT COVERAGE

- Any defects in materials or work that results in the failure or a load-bearing part of the home's structure or materially and adversely affects its load-bearing function
- Any defects in materials or work that significantly and adversely affects the use of the building as a home

NO EXCEPTIONS (CALL BUILDER IMMEDIATELY)

Emergency situations due to the failure of a municipality or utility to provide the service are not within our control.

WHAT'S NOT COVERED BY “IN-HOUSE INTEGRITY WARRANTY”

We are happy to repair or otherwise correct any items in your new home that is covered by the statutory warranties described in this booklet. However, there are conditions and/or circumstances under which we cannot be held responsible for a damaged or defective item.

In order to avoid misunderstandings or miscommunication, please review the following conditions under which items are not covered by the warranty:

1. Damage resulting from improper maintenance, such as dampness or condensation caused by the homeowner's failure to maintain proper ventilation levels or improper operation of a humidifier, hot tub or any other moisture-producing device.
2. Alterations, deletions or additions made by the homeowner (*such as changes to the direction of the downspouts, grading or slope away from the house*).
3. Defects in materials, design and work supplied or installed by the homeowner/purchaser.
4. Secondary damage caused by defects under warranty. While the defects themselves are covered, the personal or property damage they cause is not. Often, your homeowners' insurance covers secondary damage.
5. Normal wear and tear, such as scuffs and scratches to the floor and wall surfaces caused by homeowners' moving, decorating, and/or day-to-day use of the home.
6. Normal shrinkage of materials that dry out after construction (*such as minor concrete cracking*).
7. Settling soil around the house or along utility lines.
8. Damage from floods, “act of God”, wars, riots, or vandalism.
9. Damage from insects or rodents, unless the result of construction that does not meet the Ontario Building Code.
10. Damage caused by municipal services or other utilities.
11. Surface defects in work and materials noted and accepted in writing by the homeowner at the time of possession.
12. Damage caused by the homeowner or visitors.
13. Nail pops or shrinkage cracks in drywall (**Covered for 2 years**)
14. Foundation cracks (**Covered for 2 years**)
15. Floor squeaks (**Covered for 2 years**)
16. Floors out of level (**allowance 1/8” over 10’**)
17. Items warranted under manufacturers warranty. (**2 year warranty regardless of manufacturers warranty**)
18. **Wall area around cold room is finished and insulated.**
19. Joint quality of interior trim (**allowance 0” for 2 years**).
20. Ceiling and wall undulations in drywall joints (**allowance + or - 1/8”**)