

(2) OF THIS SUBSECTION, A NEW HOME WARRANTY PROVIDED UNDER A NEW HOME WARRANTY SECURITY PLAN SHALL WARRANT AT A MINIMUM THAT:

(I) FOR 1 YEAR, BEGINNING ON THE WARRANTY DATE, THE NEW HOME IS FREE FROM ANY DEFECTS IN MATERIALS AND WORKMANSHIP;

(II) FOR 2 YEARS, BEGINNING ON THE WARRANTY DATE, THE NEW HOME IS FREE FROM ANY DEFECT IN THE ELECTRICAL, PLUMBING, HEATING, COOLING, AND VENTILATING SYSTEMS, EXCEPT THAT IN THE CASE OF APPLIANCES, FIXTURES AND ITEMS OF EQUIPMENT, THE WARRANTY MAY NOT EXCEED THE LENGTH AND SCOPE OF THE WARRANTY OFFERED BY THE MANUFACTURER; AND

(III) FOR 5 YEARS, BEGINNING ON THE WARRANTY DATE, THE NEW HOME IS FREE FROM ANY STRUCTURAL DEFECT.

(2) A NEW HOME WARRANTY PROVIDED UNDER A NEW HOME WARRANTY SECURITY PLAN MAY EXCLUDE THE FOLLOWING:

(I) DAMAGE TO REAL PROPERTY THAT IS NOT PART OF THE HOME COVERED BY THE WARRANTY ~~AND~~ OR THAT IS NOT INCLUDED IN THE PURCHASE PRICE OF THE HOME;

(II) BODILY INJURY OR DAMAGE TO PERSONAL PROPERTY;

(III) ANY DEFECT IN MATERIALS SUPPLIED OR WORK PERFORMED BY ANYONE OTHER THAN THE BUILDER OR THE BUILDER'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS;

(IV) ANY DAMAGE THAT THE OWNER HAS NOT TAKEN TIMELY ACTION TO MINIMIZE OR FOR WHICH THE OWNER HAS FAILED TO PROVIDE TIMELY NOTICE TO THE BUILDER;

(V) NORMAL WEAR AND TEAR OR NORMAL DETERIORATION;

(VI) INSECT DAMAGE, EXCEPT WHERE THE BUILDER HAS FAILED TO USE PROPER MATERIALS OR CONSTRUCTION METHODS DESIGNED TO PREVENT INSECT INFESTATION;

(VII) ANY LOSS OR DAMAGE THAT ARISES WHILE THE HOME IS BEING USED PRIMARILY FOR NONRESIDENTIAL PURPOSES;

(VIII) ANY DAMAGE TO THE EXTENT IT IS CAUSED OR MADE WORSE BY NEGLIGENCE, IMPROPER MAINTENANCE OR IMPROPER OPERATIONS BY ANYONE OTHER THAN THE BUILDER OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS;

(IX) ANY DAMAGE TO THE EXTENT IT IS CAUSED OR MADE