

descriptive booklet containing general information with respect to the benefits available to purchasers under the policy.

10-2A05. Builder's Warranty:

(1) During the initial warranty period, it will either (i) repair, (ii) replace, or (iii) pay to the purchaser the reasonable cost of such repair or replacement of (a) all defects in the dwelling due to noncompliance with the County Code or the Quality Standards, and (b) all major construction defects. All warranties of manufacturers of equipment included in the dwelling shall be turned over to the purchaser.

10-2A06. Purchaser's Obligations:

(1) Keep and maintain the dwelling in good repair and condition.

(2) Comply with the warranty requirements of the manufacturers of equipment, appliances and fixtures except for installation thereof which is the builders obligation.

(3) Report in writing, as soon as practicable after the defect first appears, to the builder during the initial warranty period and thereafter to the agent of the insurance company, any claimed defects covered under the insurance certificate.

(4) Failure to comply with aforementioned may defeat the purchaser's claim.

10-2A07. Conciliation and Arbitration Procedures:

(1) If any dispute arises between the builder and purchaser, such dispute shall be referred to the insurance company's agent for binding arbitration to the American Arbitration Association under their Expedited Dwelling Construction Arbitration Rules.

(2) If the insurance company shall not obtain for the purchaser payment under the policy within 30 days following receipt of written notice from the purchaser of failure of the insurance company's agent to obtain such payment, judgment upon award rendered by the arbitrator may be entered in any court having jurisdiction.

10-2A08. Quality Standards:

(A) The Quality standards are intended to specify the minimum performance for construction of dwellings and to set forth the basis for determining the validity of