

(2) The owner shall acknowledge in writing that the owner understands that the builder does not participate in a new home warranty security plan and that the owner has read and understood the disclosure pursuant to paragraph (1) of this subsection; and

(3) Any purchase or construction contract entered into which does not contain the acknowledgment required by paragraph (2) of this subsection is voidable by the owner.

(b) (1) An owner who has made the acknowledgment described in subsection (a)(2) of this section may rescind the contract within 5 working days from the date of the contract by providing the builder with written notice of the owner's rescission of the contract; and

(2) Upon rescission, the owner shall be entitled to a refund of any money paid to the builder for the new home.

(C) A BUILDER CONSTRUCTING A CUSTOM HOME AS DEFINED IN § 10-501(C) OF THIS TITLE IS EXEMPT FROM THE DISCLOSURE REQUIREMENTS OF SUBSECTION (A)(1)(III) OF THIS SECTION.

10-604.

(a) (1) Except for coverage excluded under paragraph (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 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;