

(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 worse by changes of the grading of the ground by anyone other than the builder, its employees, agents, or subcontractors; and

(x) Any loss or damage caused by acts of God.

(b) A builder who has disclosed that the builder participates in a new home warranty security plan shall:

(1) Furnish to the owner at the time of the purchase or construction contract:

(i) The name and phone number of the builder's new home warranty security plan;

(ii) Details of the warranty coverage provided under the plan; and

(iii) In a form to be determined by the [Secretary] DIVISION, evidence that:

1. The builder currently is a participant in good standing with a plan that satisfies the requirements of § 10-606(a) of this subtitle; and

2. The new home is eligible for registration or has been registered in the builder's new home warranty security plan;

(2) ~~(i)~~ ~~Disclose~~ EXCEPT FOR A BUILDER CONSTRUCTING A CUSTOM HOME AS DEFINED IN § 10-501(C) OF THIS TITLE, DISCLOSE to the owner ~~any~~ AT THE TIME OF THE PURCHASE OR CONSTRUCTION CONTRACT:

(I) ANY actual knowledge that the builder has of any hazardous or regulated materials, including asbestos, lead-based paint, radon, methane, underground storage tanks, licensed landfills, unlicensed landfills, licensed rubble fills, unlicensed rubble fills, or other environmental hazards, present on the site of the new home; or

(ii) ~~Disclose to the owner that~~ THAT the builder is making no representations or warranties as to whether there is any hazardous or regulated material on the site of the new home; and

(3) Either: