



ADDENDUM TO THE BUILDER'S LIMITED WARRANTY APPLICABLE TO HOMES LOCATED IN THE STATE OF MARYLAND AND, IN CERTAIN RESPECTS, TO HOMES LOCATED IN BALTIMORE CITY AND MONTGOMERY COUNTY, MARYLAND

Refer to the applicable sections of the **BUILDER'S LIMITED WARRANTY** when reviewing these changes.

The **BUILDER'S LIMITED WARRANTY** is amended as to all **HOMES** located in the State of Maryland as follows:

Notwithstanding any provision in the **BUILDER'S LIMITED WARRANTY** to the contrary, the warranty provided herein is in addition to implied warranties provided under Maryland Real Property Code Ann. Section 10-203 (or, as to a condominium, Maryland Real Property Code Ann. Section 11-131) and is in addition to other express warranties as described in Maryland Real Property Code Ann. Section 10-202, provided by **BUILDER**, if any, which are separate and apart from this **BUILDER'S LIMITED WARRANTY**.

The **BUILDER'S LIMITED WARRANTY** is amended for **HOMES** located in Montgomery County, Maryland as follows:

In 1986 Montgomery County, Maryland enacted Executive Regulations prescribing the form and coverage of minimum warranty standards on all new **HOMES** sold in that county (amended April 1, 1995). In the event of any conflict or omission between this **BUILDER'S LIMITED WARRANTY** related to Section A Coverage or Section B Coverage and the Montgomery County New Home Minimum Warranty Plan standards and regulations (*effective* April 1, 1995), the Montgomery County New Home Minimum Warranty Plan standards and regulations shall prevail.

Where the contract for sale was entered into on or after January 1, 2001, the **BUILDER'S LIMITED WARRANTY** is amended for **HOMES** located in Baltimore City and all Maryland counties except Montgomery County as follows:

Section A Coverage (first year coverage) - Subject to the definition of **HOME** and all applicable exclusions of the **BUILDER'S LIMITED WARRANTY** where a specific performance standard is not specified in the **STANDARDS OF PERFORMANCE** section and a performance guideline applicable to the otherwise covered item of the **HOME** is contained in the Residential Construction Performance Guidelines published by the National Association of Home Builders (*in effect* at the time of the sales contract), that performance guideline shall be used to determine **OUR** responsibility for an alleged **DEFICIENCY**.

Additionally, Section X. **STANDARDS OF PERFORMANCE** (pages 15 - 35) A . Site Work through J. Electrical System for first year coverage are changed as indicated immediately below:

1. (Page 16) B. Concrete, 1. "Poured" Concrete, c., under **OUR** responsibility 1/4 inch is changed to read: "3/16 inch"
2. (Page 18) C. Masonry, 1. Unit Masonry, b., **OUR** responsibility is changed to read: "WE will repair cracks in masonry or veneer walls visible from 20 feet or more than ¼ inch wide. **WE** will repair cracks in excess of this performance standard by tuck pointing,

patching, or painting. **WE** will not be responsible for color variation between the original and new mortar."

3. (Page 19) D. Wood & Plastic, 4. Interior finish carpentry, a., under **OUR** responsibility 3/16 inch is changed to read: "1/8 inch"

4. (Page 19) D. Wood & Plastic, 5. Exterior finish carpentry, a., under **OUR** responsibility 3/8 inch is changed to read: "1/4 inch"

5. (Page 20) E. Thermal and moisture protecting materials, 4. Roofing & siding, e., **OUR** responsibility is changed to read: "Gaps on end and side edge may occur due to normal expansion and contraction. While **WE** cannot control wood expansion and contraction, **WE** will repair end gaps wider than 3/16 inch. **WE** may repair by providing joint covers or by caulking the gap. Gaps may be intentionally made for expansion joints. If the siding is painted, **WE** will paint the new caulking to match existing as close as possible."

6. (Page 21) E. Thermal and moisture protecting materials, 4. Sheet Metal, b., under **OUR** responsibility, 1 inch deep is changed to read: "½ inch deep"

7. (Page 24) G. Finishes, 1. Lath and plaster, a., under **OUR** responsibility 1/8 inch is changed to read: "1/16 inch"

8. (Page 25) G. Finishes, 4. Finished wood floors, a., under **OUR** responsibility 3/16 inch is changed to read: "1/8 inch"

9. (Page 25) G. Finishes, 5. Resilient flooring or floor covering, d., under **OUR** Responsibility, "1/8 inch wide between pieces of resilient flooring" is changed to read: "1/16 inch wide between pieces of resilient flooring"