
By: **Senators Middleton, Astle, Exum, and Hafer**

Introduced and read first time: February 4, 2005

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property - Residential Dwellings - Notice and Opportunity to Repair**
3 **Construction Defects**

4 FOR the purpose of establishing certain procedures for a certain homeowner or
5 association, including a homeowners association, council of unit owners of a
6 condominium, or cooperative housing association, to assert a claim against a
7 certain contractor or construction professional for a construction defect in a
8 certain residential dwelling; requiring a claimant to comply with certain
9 procedures concerning notice to a construction professional and provide an
10 opportunity to repair a certain construction defect before bringing a civil action
11 or arbitration proceeding for certain damages; requiring a claimant to serve
12 written notice of a claim of a construction defect on the contractor with whom
13 the claimant has a direct contractual relationship within a certain time period;
14 requiring a contractor to forward a copy of the claim to each construction
15 professional the contractor believes responsible for the construction defect and
16 requiring the contractor to specify the construction defect for each construction
17 professional involved; requiring a claimant to allow inspection of the dwelling by
18 certain construction professionals at certain times and to provide certain
19 evidence of the construction defect to the construction professionals; requiring a
20 contractor and construction professional to respond in writing to a claimant
21 within a certain time period with a proposal to repair the construction defect, an
22 offer to settle the claim for money, or a statement denying the claim and refusing
23 to repair or settle the claim; authorizing a claimant to file a civil action or bring
24 an arbitration proceeding without further notice if a contractor or construction
25 professional fails to respond as required by this Act or refuses to repair the
26 defect or settle the claim; authorizing a claimant to file a civil action or bring an
27 arbitration proceeding after giving notice to a contractor or construction
28 professional rejecting the proposal to repair or offer to settle; requiring a
29 claimant to accept the proposal or offer by written notice given in a certain time
30 period; requiring a claimant to allow a contractor, construction professionals,
31 and certain agents access to a dwelling to perform certain repairs under certain
32 conditions; under certain conditions, requiring a claimant who discovers a
33 subsequent construction defect to comply with the requirements of this Act
34 before filing an action concerning the subsequently discovered defect; limiting
35 recovery in an action for a claimant who unreasonably rejects an offer or refuses

1 to allow a contractor or construction professional reasonable opportunity to
 2 perform certain repairs; providing that certain actions of a claimant are
 3 admissible in an action; providing certain evidentiary presumptions in an
 4 action; providing that certain actions of a contractor or construction professional
 5 may, under certain circumstances, preclude the contractor or construction
 6 professional from raising certain defenses in an action; tolling certain statutes of
 7 limitations under certain circumstances; requiring a court, on motion of a party,
 8 to dismiss an action without prejudice for not complying with requirements of
 9 this Act and authorizing the judge to award certain attorneys' fees; providing
 10 that this Act is not applicable to certain actions arising out of claims for personal
 11 injury or death; requiring certain home builders to provide new home owners
 12 certain information within a certain time period concerning work performed by
 13 certain subcontractors and design professionals and notice of the provisions of
 14 this Act; defining certain terms; and generally relating to a procedure to resolve
 15 disputes concerning construction defects in residential dwellings.

16 BY adding to

17 Article - Real Property

18 Section 10-801 through 10-815, inclusive, to be under the new subtitle "Subtitle

19 8. Notice and Opportunity to Repair Construction Defects in Residential
 20 Dwellings"; and 14-117(k)

21 Annotated Code of Maryland

22 (2003 Replacement Volume and 2004 Supplement)

23 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
 24 MARYLAND, That the Laws of Maryland read as follows:

25 **Article - Real Property**

26 **SUBTITLE 8. NOTICE AND OPPORTUNITY TO REPAIR CONSTRUCTION DEFECTS IN**
 27 **RESIDENTIAL DWELLINGS.**

28 10-801.

29 (A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS
 30 INDICATED.

31 (B) "ACTION" MEANS A CIVIL LAWSUIT OR ARBITRATION PROCEEDING FOR
 32 DAMAGES OR INDEMNITY ASSERTING A CLAIM FOR INJURY OR LOSS TO A DWELLING
 33 OR PERSONAL PROPERTY CAUSED BY AN ALLEGED CONSTRUCTION DEFECT
 34 RELATED TO, OR ARISING OUT OF THE DESIGN, CONSTRUCTION, OR CONDITION OF A
 35 DWELLING.

36 (C) "ASSOCIATION" MEANS:

37 (1) A HOMEOWNERS ASSOCIATION AS DEFINED IN § 11B-101 OF THIS
 38 ARTICLE;

1 (2) A COUNCIL OF UNIT OWNERS OF A CONDOMINIUM AS DEFINED IN §
2 11-101 OF THIS ARTICLE; OR

3 (3) A COOPERATIVE HOUSING CORPORATION AS DEFINED IN § 5-6B-01
4 OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE.

5 (D) "CLAIMANT" MEANS A HOMEOWNER OR ASSOCIATION THAT ASSERTS A
6 CLAIM AGAINST A CONSTRUCTION PROFESSIONAL CONCERNING A CONSTRUCTION
7 DEFECT IN THE DESIGN, CONSTRUCTION, OR CONDITION OF A DWELLING.

8 (E) "CONSTRUCTION DEFECT" MEANS A DEFICIENCY IN, OR ARISING OUT OF,
9 THE DESIGN, SPECIFICATIONS, SURVEYING, PLANNING, SUPERVISION,
10 OBSERVATION OF, OR CONSTRUCTION OF RESIDENTIAL IMPROVEMENTS THAT
11 RESULTS FROM:

12 (1) USE OF DEFECTIVE MATERIALS, PRODUCTS, OR COMPONENTS IN
13 THE CONSTRUCTION;

14 (2) VIOLATION OF APPLICABLE BUILDING CODES IN EFFECT AT THE
15 TIME OF THE CONSTRUCTION;

16 (3) FAILURE OF THE DESIGN TO MEET THE APPLICABLE PROFESSIONAL
17 STANDARDS OF CARE AT THE TIME OF GOVERNMENTAL APPROVAL OF THE DESIGN;
18 OR

19 (4) FAILURE TO CONSTRUCT THE RESIDENTIAL IMPROVEMENTS IN
20 ACCORDANCE WITH THE ACCEPTED TRADE STANDARDS FOR GOOD AND
21 WORKMANLIKE CONSTRUCTION AT THE TIME OF CONSTRUCTION.

22 (F) (1) "CONSTRUCTION PROFESSIONAL" MEANS A CONTRACTOR,
23 SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL.

24 (2) "CONSTRUCTION PROFESSIONAL" INCLUDES:

25 (I) AN ARCHITECT LICENSED UNDER TITLE 3 OF THE BUSINESS
26 OCCUPATIONS AND PROFESSIONS ARTICLE;

27 (II) AN INTERIOR DESIGNER CERTIFIED UNDER TITLE 8 OF THE
28 BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE;

29 (III) A LANDSCAPE ARCHITECT LICENSED UNDER TITLE 9 OF THE
30 BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE;

31 (IV) A PROFESSIONAL ENGINEER LICENSED UNDER TITLE 14 OF
32 THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE; AND

33 (V) A PROFESSIONAL LAND SURVEYOR OR PROPERTY LINE
34 SURVEYOR LICENSED UNDER TITLE 15 OF THE BUSINESS OCCUPATIONS AND
35 PROFESSIONS ARTICLE.

1 (G) (1) "CONTRACTOR" MEANS A PERSON THAT IS ENGAGED IN THE
2 BUSINESS OF DESIGNING, DEVELOPING, OR CONSTRUCTING DWELLINGS.

3 (2) "CONTRACTOR" INCLUDES A HOME BUILDER REGISTERED UNDER
4 TITLE 4.5 OF THE BUSINESS REGULATION ARTICLE.

5 (H) (1) "DWELLING" MEANS:

6 (I) A SINGLE-FAMILY, DETACHED OR ATTACHED RESIDENTIAL
7 STRUCTURE OR DUPLEX UNIT; OR

8 (II) A UNIT IN A MULTIFAMILY STRUCTURE DESIGNED FOR
9 RESIDENTIAL USE IN WHICH TITLE TO EACH RESIDENTIAL UNIT IS TRANSFERRED TO
10 THE OWNER UNDER A CONDOMINIUM OR COOPERATIVE SYSTEM.

11 (2) "DWELLING" INCLUDES:

12 (I) THE SYSTEMS, COMPONENTS, AND IMPROVEMENTS THAT ARE
13 PART OF A SINGLE OR MULTIFAMILY UNIT AT THE TIME OF CONSTRUCTION; AND

14 (II) THE COMMON AREAS AND IMPROVEMENTS OWNED OR
15 MAINTAINED BY AN ASSOCIATION.

16 10-802.

17 BEFORE A CLAIMANT MAY BRING AN ACTION FOR DAMAGES TO A DWELLING OR
18 PERSONAL PROPERTY BASED ON A CLAIM OF A CONSTRUCTION DEFECT, THE
19 CLAIMANT SHALL COMPLY WITH THE REQUIREMENTS OF THIS SUBTITLE.

20 10-803.

21 (A) NO LATER THAN 90 DAYS BEFORE FILING AN ACTION FOR DAMAGES TO A
22 DWELLING OR PERSONAL PROPERTY BASED ON A CLAIM OF A CONSTRUCTION
23 DEFECT, THE CLAIMANT SHALL SERVE WRITTEN NOTICE OF THE CLAIM ON THE
24 CONTRACTOR WITH WHOM THE CLAIMANT HAS A DIRECT CONTRACTUAL
25 RELATIONSHIP.

26 (B) THE NOTICE SHALL BE SENT BY CERTIFIED MAIL OR PERSONALLY
27 DELIVERED TO THE CONTRACTOR'S PRINCIPAL PLACE OF BUSINESS IN THE STATE.

28 (C) THE NOTICE SHALL:

29 (1) STATE THE CLAIM OF A CONSTRUCTION DEFECT; AND

30 (2) DESCRIBE THE CLAIM IN DETAIL REASONABLY SUFFICIENT FOR THE
31 CONTRACTOR TO DETERMINE:

32 (I) THE GENERAL NATURE OF THE CONSTRUCTION DEFECT; AND

33 (II) THE RESULTS OF THE DEFECT, IF KNOWN.

1 10-804.

2 (A) NO LATER THAN 15 DAYS AFTER RECEIVING A NOTICE OF CLAIM
3 REQUIRED UNDER § 10-803 OF THIS SUBTITLE, A CONTRACTOR SHALL FORWARD A
4 COPY OF THE NOTICE TO EACH CONSTRUCTION PROFESSIONAL WHOM THE
5 CONTRACTOR BELIEVES TO BE RESPONSIBLE FOR A CONSTRUCTION DEFECT
6 SPECIFIED IN THE NOTICE.

7 (B) A CONTRACTOR SHALL INCLUDE THE SPECIFIC CONSTRUCTION DEFECT
8 FOR WHICH THE CONTRACTOR BELIEVES THE CONSTRUCTION PROFESSIONAL IS
9 RESPONSIBLE.

10 10-805.

11 (A) ON REQUEST OF A CONTRACTOR WHO RECEIVES NOTICE UNDER § 10-803
12 OF THIS SUBTITLE OR A CONSTRUCTION PROFESSIONAL WHO RECEIVES A COPY OF
13 THE NOTICE UNDER § 10-804 OF THIS SUBTITLE, THE CLAIMANT SHALL:

14 (1) ALLOW THE CONTRACTOR, CONSTRUCTION PROFESSIONAL, OR
15 THEIR AGENTS REASONABLE ACCESS DURING NORMAL WORKING HOURS TO
16 INSPECT THE DWELLING TO DETERMINE THE NATURE AND CAUSE OF THE
17 CONSTRUCTION DEFECT AND THE NATURE AND EXTENT OF REPAIRS OR
18 REPLACEMENTS NECESSARY TO REMEDY THE CONSTRUCTION DEFECT; AND

19 (2) PROVIDE ANY EVIDENCE THAT DEPICTS THE NATURE AND CAUSE OF
20 THE CONSTRUCTION DEFECT OR THE NATURE AND EXTENT OF REPAIRS NECESSARY
21 TO REMEDY THE CONSTRUCTION DEFECT.

22 (B) EVIDENCE DESCRIBED IN SUBSECTION (A)(2) OF THIS SECTION MAY
23 INCLUDE ANY EVIDENCE DISCOVERABLE UNDER THE MARYLAND RULES,
24 INCLUDING EXPERT REPORTS, PHOTOGRAPHS, OR VIDEOTAPES.

25 10-806.

26 (A) NO LATER THAN 30 DAYS AFTER INSPECTION OF THE DWELLING OR
27 RECEIPT OF EVIDENCE REQUIRED UNDER § 10-805(A)(2) OF THIS SUBTITLE,
28 WHICHEVER IS LATER, A CONTRACTOR THAT RECEIVES NOTICE UNDER § 10-803 OF
29 THIS SUBTITLE AND EACH CONSTRUCTION PROFESSIONAL THAT RECEIVES A COPY
30 OF THE NOTICE UNDER § 10-804 OF THIS SUBTITLE SHALL SEND A WRITTEN
31 RESPONSE TO THE CLAIMANT BY CERTIFIED MAIL OR PERSONAL DELIVERY.

32 (B) THE WRITTEN RESPONSE REQUIRED UNDER SUBSECTION (A) OF THIS
33 SECTION SHALL:

34 (1) PROPOSE TO REPAIR THE CONSTRUCTION DEFECT WITHIN A
35 SPECIFIED TIME PERIOD;

36 (2) OFFER TO SETTLE THE CLAIM BY MONETARY PAYMENT; OR

1 (3) STATE THAT THE CONTRACTOR OR CONSTRUCTION PROFESSIONAL
2 DENIES THE CLAIM AND REFUSES TO REPAIR THE CONSTRUCTION DEFECT OR
3 SETTLE THE CLAIM.

4 10-807.

5 A CLAIMANT MAY FILE AN ACTION WITHOUT FURTHER NOTICE IF A
6 CONTRACTOR OR CONSTRUCTION PROFESSIONAL:

7 (1) DOES NOT RESPOND TO WRITTEN NOTICE WITHIN 30 DAYS OF
8 RECEIVING A NOTICE OF THE CLAIM UNDER § 10-803 OF THIS SUBTITLE OR A COPY
9 OF THE NOTICE UNDER § 10-804 OF THIS SUBTITLE;

10 (2) IF INSPECTION OR EVIDENCE IS REQUESTED UNDER § 10-805 OF THIS
11 SUBTITLE, DOES NOT RESPOND AS REQUIRED BY § 10-806 OF THIS SUBTITLE; OR

12 (3) RESPONDS BY REFUSING TO REPAIR THE CONSTRUCTION DEFECT
13 OR SETTLE THE CLAIM.

14 10-808.

15 (A) WITHIN 30 DAYS AFTER RECEIVING A PROPOSAL OR OFFER UNDER §
16 10-806(B)(1) OR (2) OF THIS SUBTITLE, A CLAIMANT SHALL SEND A WRITTEN NOTICE
17 TO A CONTRACTOR OR CONSTRUCTION PROFESSIONAL BY CERTIFIED MAIL OR
18 PERSONAL DELIVERY THAT EITHER THE CLAIMANT:

19 (1) REJECTS THE REPAIR PROPOSAL OR SETTLEMENT OFFER AND
20 PROVIDES A BASIS FOR THE REJECTION IN THE NOTICE; OR

21 (2) ACCEPTS THE REPAIR PROPOSAL OR SETTLEMENT OFFER.

22 (B) A CLAIMANT WHO ACCEPTS THE REPAIR PROPOSAL UNDER SUBSECTION
23 (A)(2) OF THIS SECTION SHALL ALLOW THE CONTRACTOR, CONSTRUCTION
24 PROFESSIONAL, THEIR CONTRACTORS, AND AGENTS REASONABLE ACCESS TO THE
25 DWELLING DURING NORMAL BUSINESS HOURS TO PERFORM THE WORK WITHIN THE
26 TIME PERIOD STATED IN THE PROPOSAL.

27 10-809.

28 UNLESS A CONTRACTOR OR CONSTRUCTION PROFESSIONAL HAS FAILED TO
29 RESPOND IN GOOD FAITH TO A NOTICE SERVED UNDER § 10-803 OF THIS SUBTITLE, A
30 CLAIMANT WHO DISCOVERS A CONSTRUCTION DEFECT AFTER SERVING THE NOTICE
31 MAY NOT FILE AN ACTION FOR DAMAGES TO THE DWELLING OR PERSONAL
32 PROPERTY FOR A SUBSEQUENTLY DISCOVERED CONSTRUCTION DEFECT BEFORE
33 COMPLYING WITH THE REQUIREMENTS OF THIS SUBTITLE WITH RESPECT TO THE
34 SUBSEQUENTLY DISCOVERED CONSTRUCTION DEFECT.

1 10-810.

2 A CLAIMANT WHO UNREASONABLY REJECTS A REPAIR PROPOSAL MADE UNDER
3 § 10-806(B)(1) OF THIS SUBTITLE OR WHO ACCEPTS THE PROPOSAL BUT DOES NOT
4 PERMIT A CONTRACTOR OR CONSTRUCTION PROFESSIONAL REASONABLE
5 OPPORTUNITY TO REPAIR THE CONSTRUCTION DEFECT IN ACCORDANCE WITH THE
6 WRITTEN ACCEPTANCE UNDER § 10-808(A)(2) OF THIS SUBTITLE IS LIMITED IN AN
7 ACTION TO THE RECOVERY OF:

8 (1) THE REASONABLE COST OF THE REPAIR PROPOSAL MADE UNDER §
9 10-806(B)(1) OF THIS SUBTITLE; OR

10 (2) THE SETTLEMENT AMOUNT OFFERED UNDER § 10-806(B)(2) OF THIS
11 SUBTITLE.

12 10-811.

13 (A) A CLAIMANT'S FAILURE TO ALLOW AN INSPECTION REQUIRED UNDER §
14 10-805(A)(1) OF THIS SUBTITLE OR TO RESPOND TO A REPAIR PROPOSAL OR
15 SETTLEMENT OFFER MADE UNDER § 10-806 OF THIS SUBTITLE:

16 (1) IS ADMISSIBLE IN AN ACTION; AND

17 (2) ESTABLISHES A REBUTTABLE PRESUMPTION THAT THE CLAIMANT'S
18 DAMAGES COULD HAVE BEEN MITIGATED.

19 (B) WITH RESPECT TO ALL MATTERS SPECIFIED IN A BUILDING CODE,
20 COMPLIANCE OF A CONTRACTOR OR CONSTRUCTION PROFESSIONAL WITH THE
21 CODE IN EFFECT AT THE TIME OF THE CONSTRUCTION OF A DWELLING IS
22 CONCLUSIVE EVIDENCE OF CONSTRUCTION IN ACCORDANCE WITH ACCEPTED
23 TRADE STANDARDS FOR GOOD WORKMANLIKE CONSTRUCTION.

24 10-812.

25 (A) EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, A
26 CONTRACTOR OR CONSTRUCTION PROFESSIONAL WHO FAILS TO RESPOND IN GOOD
27 FAITH TO A NOTICE SERVED UNDER § 10-803 OF THIS SUBTITLE MAY NOT ASSERT IN
28 AN ACTION THAT THE CLAIMANT FAILED TO COMPLY WITH THE REQUIREMENTS OF
29 THIS SUBTITLE.

30 (B) A CONTRACTOR OR CONSTRUCTION PROFESSIONAL MAY RAISE A GOOD
31 CAUSE REASON FOR FAILING TO RESPOND TO A NOTICE SERVED UNDER § 10-803 OF
32 THIS SUBTITLE.

33 10-813.

34 NOTWITHSTANDING ANY OTHER PROVISION OF LAW, SERVICE BY CERTIFIED
35 MAIL OR PERSONAL DELIVERY OF A WRITTEN NOTICE UNDER § 10-803 OF THIS
36 SUBTITLE SHALL TOLL FOR 90 DAYS ALL STATUTES OF LIMITATIONS APPLICABLE TO

1 THE CLAIM STATED IN THE NOTICE AGAINST A CONTRACTOR OR CONSTRUCTION
2 PROFESSIONAL WHO RECEIVES THE NOTICE.

3 10-814.

4 THE COURT, ON THE MOTION OF A PARTY TO AN ACTION UNDER THIS
5 SUBTITLE:

6 (1) SHALL DISMISS AN ACTION WITHOUT PREJUDICE THAT DOES NOT
7 COMPLY WITH THE REQUIREMENTS OF THIS SUBTITLE; AND

8 (2) MAY AWARD INCURRED ATTORNEYS' FEES TO THE DEFENDANT.

9 10-815.

10 THIS SUBTITLE DOES NOT APPLY TO ANY ACTION ARISING OUT OF A CLAIM FOR
11 PERSONAL INJURY OR DEATH, OR BOTH.

12 14-117.

13 (K) (1) THIS SUBSECTION APPLIES THROUGHOUT THE STATE.

14 (2) (I) IN THIS SUBSECTION THE FOLLOWING WORDS HAVE THE
15 MEANINGS INDICATED.

16 (II) "DESIGN PROFESSIONAL" INCLUDES:

17 1. AN ARCHITECT LICENSED UNDER TITLE 3 OF THE
18 BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE;

19 2. AN INTERIOR DESIGNER CERTIFIED UNDER TITLE 8 OF
20 THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE;

21 3. A LANDSCAPE ARCHITECT LICENSED UNDER TITLE 9 OF
22 THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE;

23 4. A PROFESSIONAL ENGINEER LICENSED UNDER TITLE 14
24 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE; AND

25 5. A PROFESSIONAL LAND SURVEYOR OR PROPERTY LINE
26 SURVEYOR LICENSED UNDER TITLE 15 OF THE BUSINESS OCCUPATIONS AND
27 PROFESSIONS ARTICLE.

28 (III) "HOME BUILDER" HAS THE MEANING STATED IN § 4.5-101 OF
29 THE BUSINESS REGULATION ARTICLE.

30 (IV) "LICENSED SUBCONTRACTOR" MEANS A PERSON LICENSED
31 UNDER § 8-301 OF THE BUSINESS REGULATION ARTICLE.

32 (V) "NEW HOME" HAS THE MEANING STATED IN § 4.5-101 OF THE
33 BUSINESS REGULATION ARTICLE.

1 (VI) "OWNER" HAS THE MEANING STATED IN § 4.5-101 OF THE
2 BUSINESS REGULATION ARTICLE.

3 (3) NO LATER THAN 30 DAYS AFTER CLOSING ON THE SALE OF A NEW
4 HOME, A HOME BUILDER SHALL PROVIDE IN WRITING TO THE OWNER OF THE NEW
5 HOME:

6 (I) THE NAME, LICENSE NUMBER, BUSINESS ADDRESS, AND
7 TELEPHONE NUMBER OF EACH LICENSED SUBCONTRACTOR AND DESIGN
8 PROFESSIONAL WHO PERFORMED WORK RELATED TO THE DESIGN AND
9 CONSTRUCTION OF THE NEW HOME;

10 (II) A BRIEF DESCRIPTION OF THE WORK PERFORMED BY EACH
11 LICENSED SUBCONTRACTOR AND DESIGN PROFESSIONAL; AND

12 (III) A STATEMENT IN SUBSTANTIALLY THE FOLLOWING FORM:

13 "NOTICE

14 TITLE 10, SUBTITLE 8 OF THE REAL PROPERTY ARTICLE OF THE MARYLAND
15 ANNOTATED CODE CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW
16 BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE
17 CONTRACTOR WHO CONSTRUCTED YOUR HOME. NINETY DAYS BEFORE YOU FILE A
18 LAWSUIT ABOUT DEFECTIVE CONSTRUCTION, YOU MUST DELIVER TO THE
19 CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE
20 ARE DEFECTIVE. YOU MUST PROVIDE YOUR CONTRACTOR AND ANY
21 SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO
22 MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO
23 ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS,
24 SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND
25 PROCEDURES UNDER STATE LAW AND FAILURE TO FOLLOW THEM MAY AFFECT
26 YOUR ABILITY TO FILE A LAWSUIT."

27 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
28 July 1, 2005.