

A JOINT OR COMMON INTEREST, OR ANY OTHER LEGAL OR COMMERCIAL ENTITY.

10-502.

ANY CONSIDERATION RECEIVED BY A CUSTOM HOME BUILDER IN CONNECTION WITH A CUSTOM HOME CONTRACT SHALL BE HELD IN TRUST FOR THE BENEFIT OF THE BUYER. PAYMENTS MADE TO SUBCONTRACTORS OR SUPPLIERS IN CONNECTION WITH THE CUSTOM HOME CONTRACT SHALL BE CONSISTENT WITH THE TRUST.

10-503.

EXCEPT WITH THE EXPRESS WRITTEN APPROVAL OF THE BUYER NOT TO PAY, IN THE EVENT A SUBCONTRACTOR OR SUPPLIER FAILS, IN THE OPINION OF THE CUSTOM HOME BUILDER, TO PERFORM IN ACCORDANCE WITH THE CONTRACT BETWEEN THE SUBCONTRACTOR OR THE SUPPLIER AND THE CUSTOM HOME BUILDER, THE FAILURE OF A CUSTOM HOME BUILDER TO PAY OR CAUSE TO BE PAID THE LAWFUL CLAIMS OF ANY PERSON FURNISHING LABOR OR MATERIAL, INCLUDING FUEL, WITHIN A REASONABLE PERIOD AFTER THE RECEIPT FROM THE BUYER OF CONSIDERATION PAID TO SATISFY THE CLAIMS, SHALL CREATE A REBUTTABLE PRESUMPTION THAT THE CONSIDERATION RECEIVED BY THE CUSTOM HOME BUILDER HAS BEEN USED OR APPROPRIATED IN VIOLATION OF THE TRUST ESTABLISHED BY THIS SUBTITLE.

10-504.

(A) (1) EXCEPT AS PROVIDED UNDER PARAGRAPH (4) OF THIS SUBSECTION, A CUSTOM HOME BUILDER WHO RECEIVES CONSIDERATION FROM A BUYER IN CONNECTION WITH THE PERFORMANCE OF A CUSTOM HOME CONTRACT SHALL PLACE THE CONSIDERATION INTO AN ESCROW ACCOUNT TO THE EXTENT THAT THE CONSIDERATION IS A PAYMENT IN ADVANCE OF THE COMPLETION OF THE LABOR OR THE RECEIPT OF THE MATERIALS FOR WHICH THE CONSIDERATION IS PAID.

(2) THE ESCROW ACCOUNT UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL BE SEPARATE AND APART FROM THE REGULAR FUNDS OF THE BUILDER IN ORDER TO ASSURE THAT THE ADVANCE PAYMENT IN THE ESCROW ACCOUNT CAN BE RETURNED TO THE BUYER IF THE BUYER BECOMES ENTITLED TO THE RETURN OF THE ADVANCE PAYMENT. HOWEVER, A BUILDER MAY PLACE ADVANCE PAYMENTS RECEIVED IN CONNECTION WITH MORE THAN ONE HOME INTO A SINGLE ESCROW ACCOUNT.

(3) IF THE ADVANCE PAYMENT UNDER PARAGRAPH (1) OF THIS SUBSECTION IS MADE IN THE FORM OF A CHECK OR DRAFT, A CUSTOM HOME BUILDER MAY ACCEPT THE ADVANCE PAYMENT ONLY IN THE NAME OF THE ESCROW ACCOUNT.

(4) IF CONSIDERATION RECEIVED UNDER THE CONTRACT IN ADVANCE OF THE COMPLETION OF THE LABOR OR THE RECEIPT OF MATERIALS FOR WHICH THE CONSIDERATION IS PAID DOES NOT TOTAL IN EXCESS OF 5 PERCENT OF THE CONTRACT PRICE, THAT CONSIDERATION NEED NOT BE PLACED IN AN ESCROW ACCOUNT UNDER PARAGRAPH (1) OF THIS SUBSECTION.