

## 95C.

(a) *In the event of the breach of any of the several warranties provided for in this subtitle, the court may award such legal or equitable relief, or both, as justice may require.*

(b) *Any action arising under this subtitle shall be commenced:*

(1) *In the case of an improvement completed at the time of the delivery of the deed to the buyer, within three years after such delivery or after the taking of possession by the buyer, whichever occurs first, and*

(2) *In the case of an improvement not completed at the time of delivery of the deed to the buyer, within three years from the date of completion of the improvement or the taking of possession by the buyer, whichever occurs first.*

(c) *Notwithstanding any agreement to the contrary, a seller shall not be entitled to enforce a contract of sale of any improvement unless he tenders with the deed or other instrument of conveyance a bond, with sufficient surety, in an amount at least equal to the sale price of the improvement conditioned upon the failure of the seller to satisfy in full any judgment arising under this subtitle and payable to the seller and his mortgagee as their interests may appear. Upon the failure of the seller to make such tender, the buyer may terminate the contract of sale and bring an action for damages suffered by reason of such termination as if such contract had been breached by the seller.*

(B) EXCEPT IN THE CASE OF AN EXPRESS WARRANTY WHERE A LONGER PERIOD OF TIME IS SPECIFIED, THE SEVERAL WARRANTIES PROVIDED FOR IN THIS SUBTITLE SHALL EXPIRE:

(1) IN THE CASE OF A DWELLING COMPLETED AT THE TIME OF THE DELIVERY OF THE DEED TO THE BUYER, ONE YEAR AFTER THE DELIVERY OR AFTER THE TAKING OF POSSESSION BY THE BUYER, WHICHEVER OCCURS FIRST, AND

(2) IN THE CASE OF A DWELLING NOT COMPLETED AT THE TIME OF DELIVERY OF THE DEED TO THE BUYER, ONE YEAR AFTER THE DATE OF COMPLETION OR THE TAKING OF POSSESSION BY THE BUYER, WHICHEVER OCCURS FIRST.

ANY ACTION ARISING UNDER THIS SUBTITLE SHALL BE COMMENCED WITHIN TWO YEARS AFTER DEFECT WAS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED OR WITHIN TWO YEARS AFTER THE EXPIRATION OF THE WARRANTY, WHICHEVER OCCURS FIRST.

## 95D.

*In the event that a seller conveys an improvement to an intermediate vendee for the purpose of evading liabilities to users and buyers imposed by this subtitle, the seller shall be liable upon the subsequent sale of the improvement by the intermediate vendee as if the subsequent sale had been effectuated by the seller without regard to the intervening conveyance.*