

10-202.

(c) If an express warranty is made under subsection (a), neither words in the contract of sale, the deed, or other instrument of conveyance, nor merger of the contract of sale into the deed or any other instrument of conveyance shall be effective to exclude or modify such warranty, provided, however, that at any time after the execution of the contract of sale such a warranty may be excluded or modified in whole or in part by a written instrument, signed by the buyer, which sets forth in [thel detail the warranty to be excluded or modified, the consent of the buyer to such exclusion or modification, and the terms of the new agreement with respect thereto.

10-203.

(a) Unless excluded or modified pursuant to subsection (c) of this section, in every sale warranties are implied that the improvement is

(1) Free from faulty materials,

(2) Constructed according to sound engineering standards [I.],

(3) Constructed in a workmanlike manner, and

(4) Fit for habitation, at the time of the delivery of the deed to a completed improvement, or at the time of the completion of an improvement not completed when the deed is delivered, provided, however, that these warranties do not apply to any condition that an inspection of the premises would have revealed to a reasonably diligent buyer at the time the contract was signed.

10-401.

No recorded contract for the sale of real property shall be enforceable or constitute an encumbrance on the title of such property, when the buyer is not in possession, as against persons other than the original parties thereto, unless within five years after the date set out in the recorded contract for the delivery of the deed, an action or proceedings shall have been commenced to enforce such contract. If no date for the delivery of the deed is designated in the recorded contract, then any action or [proceedings] PROCEEDING must have been commenced within five years after the date when, according to the terms of the recorded contract, the final payment or installment of the purchase price was required to be paid. The existence of a disability on the part of either party to the contract at the commencement of this five-year period shall not operate to extend such five-year period.

11-101.

Unless it is plainly evident from the context that a different meaning is intended, as used herein:

(a) "Unit" or "condominium unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in buildings of one or more floors or stories regardless of whether they are designed for residence, for office, for the operation of any industry or business, for any other type of independent use, and shall include such accessory facilities as may be related thereto, such as garage space, storage space, balcony, terrace or patio, provided said unit has a direct exit to a thoroughfare or to a given common element leading to a thoroughfare;