

(II) THAT THE AIR CONDITIONING SYSTEM IS WARRANTED TO MAINTAIN A MINIMUM 15° DIFFERENTIAL BETWEEN THE INSIDE AND OUTSIDE TEMPERATURE.

~~(B)~~ (C) (1) IN ADDITION TO THE IMPLIED WARRANTIES SET FORTH IN § 10-203 OF THIS ARTICLE THERE SHALL BE AN EXPRESS IMPLIED WARRANTY ON COMMON ELEMENTS FROM A DEVELOPER TO THE COUNCIL OF UNIT OWNERS. THE WARRANTY SHALL APPLY TO: THE ROOF, FOUNDATION, EXTERNAL AND SUPPORTING WALLS, MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS, AND OTHER STRUCTURAL ELEMENTS.

(2) THE WARRANTY SHALL PROVIDE THAT THE DEVELOPER IS RESPONSIBLE FOR CORRECTING ANY DEFECTS IN MATERIALS OR WORKMANSHIP, AND THAT THE SPECIFIED COMMON ELEMENTS ARE WITHIN ACCEPTABLE INDUSTRY STANDARDS IN EFFECT WHEN THE BUILDING WAS CONSTRUCTED.

(3) THE WARRANTY ON COMMON ELEMENTS COMMENCES WITH THE FIRST TRANSFER OF TITLE TO A UNIT OWNER. THE WARRANTY ON ANY COMMON ELEMENTS NOT COMPLETED AT THAT TIME SHALL COMMENCE WITH THE COMPLETION OF THAT ELEMENT OR WITH ITS AVAILABILITY FOR USE BY ALL UNIT OWNERS, WHICHEVER OCCURS LATER. THE WARRANTY EXTENDS FOR A PERIOD OF 3 YEARS.

(4) A SUIT FOR ENFORCEMENT OF THE WARRANTY ON COMMON ELEMENTS SHALL BE BROUGHT ONLY BY THE COUNCIL OF UNIT OWNERS.

~~(E)~~ (D) NOTICE OF A DEFECT SHALL BE GIVEN WITHIN THE WARRANTY PERIOD AND SUIT FOR ENFORCEMENT OF THE WARRANTY SHALL BE BROUGHT WITHIN A YEAR OF THE WARRANTY PERIOD.

~~(F)~~ (E) WARRANTIES SHALL NOT APPLY TO ANY DEFECTS CAUSED THROUGH ABUSE OR FAILURE TO PERFORM MAINTENANCE BY A UNIT OWNER OR THE COUNCIL OF UNIT OWNERS.

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DRAWINGS, ARCHITECTURAL PLANS, OR OTHER SUITABLE DOCUMENTS, SETTING FORTH THE NECESSARY INFORMATION FOR LOCATION, MAINTENANCE, AND REPAIR OF ALL CONDOMINIUM FACILITIES, TO THE EXTENT THAT THEY EXIST, SHALL BE TURNED OVER TO THE COUNCIL OF CONDOMINIUM UNIT OWNERS UPON TRANSFER OF CONTROL BY THE DEVELOPER.

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Within three years following the date on which units have been granted by the developer to unit owners having a majority of the votes in the council of unit owners, any lease, and any management contract, employment contract, or other contract to which the council of unit owners is a party entered into between the date the property subjected to the condominium regime was granted to the developer and the date on which units have been granted by the developer