

(b) -- In addition to the implied warranties set forth in § 10-203 of this article there shall be an implied warranty on an individual unit from a developer OR THE INITIAL SELLER OF A UNIT TO A MEMBER OF THE PUBLIC to a unit owner. The warranty on an individual unit commences with the transfer of title to that unit and extends for a period of 1 year. The warranty shall provide:

(1) -- That the developer is responsible for correcting any defects in materials or workmanship in the construction of walls, ceilings, floors, and heating and air conditioning systems in the unit; and

(2) -- That the heating and any air conditioning systems have been installed in accordance with acceptable industry standards and:

(i) -- That the heating system is warranted to maintain a 70° (F) temperature inside with the outdoor temperature and winds at the design conditions established by Article 78, § 54-I of the Code ("Energy Conservation Building Standards Act"), or those established by the political subdivision as provided in Article 78, § 54-I; and

(ii) -- That the air conditioning system is warranted to maintain a 78° (F) temperature inside with the outdoor temperature at the design conditions established by Article 78, § 54-I of the Code ("Energy Conservation Building Standards Act"), or those established by the political subdivision as provided in Article 78, § 54-I.

(c) (1) -- In addition to the implied warranties set forth in § 10-203 of this article there shall be an implied warranty on common elements from a developer OR THE INITIAL SELLER OF A CONDOMINIUM UNIT TO A MEMBER OF THE PUBLIC 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.

ii-133-

{ 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 was subjected to the condominium regime { was granted to the developer } and the date on which units have been granted by the developer to unit owners having a majority of votes in the council of unit owners, may be terminated by a majority vote of the council of unit owners without liability for the termination. THE RIGHT OF TERMINATION UNDER THIS SECTION SHALL BE EXERCISED BY THE COUNCIL OF UNIT OWNERS WITHIN 3 YEARS FOLLOWING THE DATE THAT THE DEVELOPER TRANSFERS THE UNITS HAVING THE MAJORITY OF THE VOTES IN THE COUNCIL OF UNIT OWNERS. The termination shall become effective upon 30 days' written notice