

PART OF THE PURCHASER, AND THE PURCHASER SHALL BE ENTITLED TO THE RETURN OF DEPOSITS MADE ON ACCOUNT OF THE CONTRACT.

(C) THE RIGHTS OF A PURCHASER UNDER THIS SECTION MAY NOT BE WAIVED IN THE CONTRACT AND ANY ATTEMPTED WAIVER IS VOID. HOWEVER, IF ANY PURCHASER PROCEEDS TO CLOSING THE PURCHASER'S RIGHT TO RESCIND UNDER THIS SECTION IS TERMINATED.

11B-108.

(A) ANY VENDOR, REQUIRED UNDER § 11B-105 OR § 11B-106 TO DISCLOSE INFORMATION TO A PURCHASER, WHO MAKES AN UNTRUE STATEMENT OF A MATERIAL FACT, OR WHO OMITTS TO STATE A MATERIAL FACT NECESSARY IN ORDER TO MAKE THE STATEMENTS MADE, IN THE LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING, SHALL BE LIABLE FOR DAMAGES PROXIMATELY CAUSED BY THE UNTRUE STATEMENT OR OMISSION TO THE PERSON PURCHASING A LOT FROM THAT VENDOR. HOWEVER, AN ACTION MAY NOT BE MAINTAINED TO ENFORCE A LIABILITY CREATED UNDER THIS SECTION UNLESS BROUGHT WITHIN ONE YEAR AFTER THE FACTS CONSTITUTING THE CAUSE OF ACTION HAVE OR SHOULD HAVE BEEN DISCOVERED.

(B) A VENDOR MAY NOT BE LIABLE UNDER SUBSECTION (A) IF THE VENDOR HAD, AFTER REASONABLE INVESTIGATION, REASONABLE GROUNDS TO BELIEVE, AND DID BELIEVE, AT THE TIME THE INFORMATION REQUIRED TO BE DISCLOSED UNDER § 11B-105 OR § 11B-106 WAS PROVIDED TO THE PURCHASER, THAT THE STATEMENTS WERE TRUE AND THAT THERE WAS NO OMISSION TO STATE A MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS NOT MISLEADING.

11B-109.

(A) (1) IN ADDITION TO THE IMPLIED WARRANTIES ON PRIVATE DWELLING UNITS UNDER § 10-203 OF THIS ARTICLE AND THE EXPRESS WARRANTIES ON PRIVATE DWELLING UNITS UNDER § 10-202 OF THIS ARTICLE, THERE SHALL BE AN IMPLIED WARRANTY TO THE HOMEOWNERS ASSOCIATION THAT THE IMPROVEMENTS TO COMMON AREAS ARE:

(I) FREE FROM FAULTY MATERIALS;

(II) CONSTRUCTED IN ACCORDANCE WITH SOUND ENGINEERING STANDARDS; AND

(III) CONSTRUCTED IN A WORKMANLIKE MANNER.

(2) (I) SUBJECT TO THE PROVISIONS OF SUBPARAGRAPH (II) OF THIS PARAGRAPH, IF THE IMPROVEMENTS TO THE COMMON AREA AREAS WERE CONSTRUCTED BY THE VENDOR, ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, THEN THE WARRANTY ON IMPROVEMENTS SHALL BE FROM THE VENDOR OF THE LOTS WITHIN THE DEVELOPMENT.