

DEPOSITS MADE ON ACCOUNT OF THE CONTRACT.

(D) ANY SELLER WHO, IN DISCLOSING THE INFORMATION REQUIRED PURSUANT TO SUBSECTIONS (A) AND (B), MAKES ANY UNTRUE STATEMENT OF A MATERIAL FACT, OR OMITTS TO STATE A MATERIAL FACT NECESSARY IN ORDER TO MAKE THE STATEMENTS MADE, IN THE LIGHT OF CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING, SHALL BE LIABLE TO ANY PERSON PURCHASING A UNIT FROM HIM. HOWEVER, NO ACTION MAY BE MAINTAINED TO ENFORCE ANY LIABILITY CREATED UNDER THIS SECTION UNLESS BROUGHT WITHIN ONE YEAR AFTER THE FACTS CONSTITUTING THE CAUSE OF ACTION ARE OR SHOULD HAVE BEEN DISCOVERED.

(E) THE RIGHTS OF PURCHASERS UNDER THIS SECTION MAY NOT BE WAIVED IN THE CONTRACT OF SALE AND ANY ATTEMPTED WAIVER IS VOID. HOWEVER, IF ANY PURCHASER PROCEEDS TO CLOSING, HIS RIGHT UNDER THIS SECTION TO RESCIND IS TERMINATED.

(F) THE REQUIREMENTS OF THIS SECTION DO NOT APPLY TO THE SALE OF ANY UNIT WHICH IS TO BE OCCUPIED AND USED FOR NON-RESIDENTIAL PURPOSES.

(G) THE REQUIREMENTS OF THIS SECTION SHALL APPLY TO THE SALE OF ANY UNIT OFFERED FOR SALE IN THE STATE WITHOUT REGARD TO THE LOCATION OF THE CONDOMINIUM.

11-125. LEASES OF RECREATIONAL FACILITIES AND MANAGEMENT AND SIMILAR CONTRACTS.

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 CONDOMINIUM, ANY LEASE, AND ANY MANAGEMENT CONTRACT, EMPLOYMENT CONTRACT, OR OTHER CONTRACT AFFECTING THE USE, MAINTENANCE OR ACCESS OF ALL OR PART OF THE CONDOMINIUM ENTERED INTO PRIOR TO THE DATE TO WHICH THE COUNCIL OF UNIT OWNERS IS A PARTY MAY BE TERMINATED BY A MAJORITY VOTE OF THE COUNCIL OF UNIT OWNERS WITHOUT LIABILITY FOR THE TERMINATION. THE TERMINATION SHALL BECOME EFFECTIVE UPON 30 DAY'S WRITTEN NOTICE OF THE TERMINATION FROM THE COUNCIL OF UNIT OWNERS.

11-126. CERTAIN PROVISIONS VOID.

ANY PROVISION OF A DECLARATION OR OTHER INSTRUMENT MADE PURSUANT TO THIS TITLE WHICH REQUIRES THE OWNER OF A UNIT TO ENGAGE OR EMPLOY THE DEVELOPER OR ANY SUBSIDIARY OR AFFILIATE OF THE DEVELOPER FOR THE PURPOSE OF EFFECTING A SALE OR LEASE OF ANY UNIT IS VOID. ANY PROVISION OF ANY CONTRACT FOR THE SALE OF ANY UNIT WHICH REQUIRES THE PURCHASER TO ENGAGE OR EMPLOY THE VENDOR OR ANY SUBSIDIARY OR AFFILIATE OF THE VENDOR FOR THE PURPOSE