Maryland REALTORS®

DISCLOSURE OF INCLUSIONS/EXCLUSIONS, LEASED ITEMS, AND UTILITIES ADDENDUM

UPON EXECUTION BY BUYER AND SELLER, THIS DOCUMENT WILL BECOME AN ADDENDUM TO THE CONTRACT OF SALE

SELLER'S DISCLOSURE made on **April 7, 2026** ■ ADDENDUM to Contract of Sale dated **April 7, 2026**
between Buyer ____________________
and Seller **Wantalex Tilus**
for Property known as **10205 Balsamwood Drive, Laurel, MD 20708**.

1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, ***are included if box below is checked.***

[ ] Alarm System	[✓] Exist. W/W Carpet	[✓] Playground Equipment	[ ] TV Antenna
[ ] Ceiling Fan(s) # ___	[✓] Fireplace Screens/Doors	[ ] Pool, Equipment & Cover	[ ] Trash Compactor
[ ] Central Vacuum	[ ] Fireplace Equipment	[✓] Refrigerator(s) # 2	[✓] Wall Mount TV Brackets 1
[✓] Clothes Dryer	[ ] Freezer	[✓] w/ Ice Maker(s) # 2	[ ] Wall Oven(s) # ___
[✓] Clothes Washer	[ ] Furnace Humidifier	[ ] Satellite Dish	[ ] Water Filter
[ ] Cooktop	[ ] Garage Opener(s) # ___	[✓] Screens	[ ] Water Softener
[✓] Dishwasher	[ ] Garage remote(s) # ___	[✓] Shades/Blinds	[ ] Window A/C Unit(s) # ___
[✓] Drapery/Curtain Rods	[✓] Garbage Disposal 2	[✓] Storage Shed(s) # 1	[ ] Window Fan(s) # ___
[✓] Draperies/Curtains	[ ] Hot Tub, Equipment & Cover	[✓] Storm Doors	[ ] Wood Stove
[ ] Electronic Air Filter	[ ] Intercom	[ ] Storm Windows	
[✓] Exhaust Fan(s) # 4	[✓] Microwave 2	[✓] Stove or Range 2	

ADDITIONAL INCLUSIONS (SPECIFY): ____________________

ADDITIONAL EXCLUSIONS (SPECIFY): ____________________

2. LEASED ITEM(S) INCLUDED:

[ ] Fuel Tank(s)	[ ] Other ________
[✓] Solar Panels	[ ] Other ________
[ ] Alarm System	[ ] Other ________
[ ] Water Treatment System	[ ] Other ________

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S): ____________________

3. UTILITIES: WATER, SEWAGE, HEATING, AND AIR CONDITIONING **(check all that apply):**

Water Supply	[✓] Public	[ ] Well			
Sewage Disposal	[✓] Public	[ ] Septic	[ ] Other ________		
Heating	[ ] Gas	[✓] Electric	[ ] Oil	[ ] Heat Pump	[ ] Other ________
Hot Water	[ ] Gas	[✓] Electric	[ ] Oil		[ ] Other ________
Air Conditioning	[ ] Gas	[✓] Electric			[ ] Other ________

Utility Service Providers: **WSSC and BGE**

All other terms and conditions of the Contract of Sale remain in full force and effect.

		Wantalex Tilus	06/24/2026
Buyer Signature	**Date**	**Seller Signature**	**Date**
		Wantalex Tilus	
Buyer Signature	**Date**	**Seller Signature**	**Date**

Prince George's County Association of REALTORS®
The Voice for Real Estate

REALTOR® EQUAL HOUSING OPPORTUNITY

Prince George's County Association of REALTORS®, Inc.

Prince George's County Disclosure and Notice Addendum (DNA)

(For use with all Residential Sales Contracts in Prince George's County)

FORM CONTAINS NOTICES AND DISCLOSURES REQUIRED BY COUNTY LAW. TO BE COMPLETED BY SELLER AT TIME OF LISTING & MADE AVAILABLE TO BUYER ALONG WITH ALL OTHER REQUIRED DISCLOSURES FOR INCLUSION IN ANY CONTRACT OFFER

ADDENDUM dated **04/07/2026** to the Contract of Sale dated ______________________, between Buyer ____ and Seller **Wantalex Tilus** for Property known as **10205 Balsamwood Drive, Laurel, MD 20708**.

The following provisions are included in and supersede any conflicting language in the Contract.

REQUIRED IN PRINCE GEORGE'S COUNTY BY SEPARATE ATTACHMENT

1. REQUIRED ADDENDA UNDER PRINCE GEORGE'S COUNTY CODE. Seller and Buyer acknowledge that the Prince George's County Code **REQUIRES** that, if applicable, the following Notice(s) be provided to buyers as a SEPARATE ATTACHMENT OR SHEET at the time the Contract of Sale is signed. **Seller certifies by checking the appropriate box below whether any, some or all are applicable. Search for specific information RE: Tree Conservation Plans, Special Tax Districts and more at https://www.PGAtlas.com.**

A. Tree Conservation Plan Notice. ☐ YES ☒ NO

(If there is a Tree Conservation Plan filed for any part of the Property, PGCAR Form 1329 MUST be attached.)

B. Record Title Holder Notice. Is Seller/Owner the Record Title Holder? ☒ YES ☐ NO

(If the Seller/Owner does not presently hold title to the Property, PGCAR Form 1328 MUST be attached.)

C. Special Taxing District Notice ☐ YES ☒ NO

(If Property is located within a Special Tax District as defined in Section 10-269 of the County Code and subject to a Special Tax District Assessment; PGCAR Form 1333 MUST be attached.)

D. General Aviation Airport Environment Disclosure Notice. ☐ YES ☒ NO

(If Property is located within one (1) mile of a public use/commercial use general aviation airport, PGCAR Form 1312 MUST be attached.)

SELLER AND BUYER ACKNOWLEDGE THAT THE FAILURE OF THE SELLER TO PROVIDE THE REQUIRED NOTICE(S), IF APPLICABLE, UNDER A., B., AND C. ABOVE IDENTIFIED AND THE FAILURE OF THE SELLER AND BUYER TO SIGN AND DATE SUCH DISCLOSURES IS A CRIMINAL MISDEMEANOR AND THE FAILURE OF SELLER TO PROVIDE NOTICES AS IDENTIFIED IN B. AND D. ABOVE, IF APPLICABLE, SHALL ENTITLE THE BUYER TO RESCIND THE CONTRACT AT ANY TIME PRIOR TO SETTLEMENT. FAILURE OF SELLER TO PROVIDE NOTICES AS IDENTIFIED IN A. AND C. ABOVE, IF APPLICABLE, SHALL ENTITLE THE BUYER TO RESCIND THE CONTRACT WITHIN FIVE (5) DAYS FOLLOWING RECEIPT OF THE NOTICE.

INITIALS: BUYER _______ BUYER _______ SELLER WT **SELLER _______**

2. HISTORIC SITE/RESOURCE/DISTRICT: ☐ YES ☒ NO

If checked Yes by Seller, Pursuant to Prince George's County Code, Subtitle 29--Preservation of Historic Resources, Seller hereby notifies Buyer that the Property being transferred has been designated an historic site, historic resource or is located within an historic district. Buyer acknowledges that, as such, the property is subject to guidelines and regulations which may limit the extent to which the exterior features of the property may be modified or altered, as approved by the Historic Preservation Commission.

3. UNIMPROVED ROAD: ☐ YES ☒ NO

If checked Yes by Seller, Seller acknowledges that the road abutting the property is unfinished or does not meet County roadway Standards and that there is a recorded covenant deferring future cost for street improvements which has been deferred by the Prince George's County Department of Public Works and Transportation, for which a Buyer may be liable.

4. **COMMON DRIVEWAY:** ☐ YES ☒ NO

Buyer is advised that this property shares a driveway in common with
(Name of individual or company) ______________________________
at the address ______________________________
and contact/phone number ______________________________

5. LAND USE, ZONING, ROADS, HIGHWAYS, PARK, TRANSPORTATION, ETC.: Seller certifies that Seller has no knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in condemnation or taking of any part of Seller's property. Buyer acknowledges that Buyer is aware that information relative to (1) government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland, at https://www.pgatlas.com, and https://www.pgplanning.org/development-process/need-help-planning-information-services. Buyer(s) further acknowledges, and is strongly encouraged to take advantage of his/her opportunity to examine the above referenced information and any other information pertaining to the Property that is relevant to Buyer prior to signing and entering into the contract of sale.

6. PROXIMITY OF RECREATION FACILITIES: Buyer(s) acknowledge that if property is adjacent to an existing or planned golf course or other recreational facility the property may be subject to minor damage as a result of the operation of such facility and that insurance against such damage is the responsibility of the Buyer.

7. MILITARY INSTALLATIONS/MILITARY OPERATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels. The Property may be located near Joint Base Andrews Naval Air Facility Washington ("Andrews Air Force Base") or locations where military flight operations occur. Properties located near military aircraft operation centers may be impacted by varying degrees of noise, potential aircraft accidents consistent with other airfields or military operations. Andrews Air Force Base may conduct flight operations at any time, seven days per week, twenty-four hours a day. The effects of military operations may extend beyond the boundaries of the military facilities. Buyer is advised that modifications and/or renovation to existing structures within designated areas may be subject to design standards which may include noise mitigation and height limits. Buyer is encouraged to contact Andrews Air Force Base (Public Affairs Office) or seek additional information from the Maryland National Capital Park and Planning Commission (MNCPPC) regarding the impact of military operations in the area considered for purchase. Additional information may be available at https://www.PGAtlas.com, and from the Air Installation Compatible Use Zone (AICUZ) Study prepared by Andrews Air Force Base which is available at https://www.jba.af.mil.

8. UNCOMPLETED COMMUNITY AMENITIES: Maryland Law, Real Property Article Sec. 10-710, requires that a contract of sale for residential real property located in a community in Prince George's County, MD in which a **home builder** has agreed to provide a community amenity including a country club, golf course, health club, park, swimming pool, tennis court, or walking trail, to specifically identify the amenity to be provided and the date of completion. Is the Property located in a community where a home builder has agreed to provide a community amenity as described above which has not been completed? ☐ YES ☐ NO
(If yes, PGCAR Form #1339 MUST be attached to contract.)

9. UTILITY USAGE:

Prince George's County Code, Section 13.1107 requires certain sellers of single family residential real property, defined as residential real property improved by four or fewer single family units, to provide, on written request, copies of electric, gas, and home heating oil bills, or a document detailing the monthly electric, gas, and home heating oil usage of the residential property, for the 12-month period before the property was first marketed for sale. If the seller did not occupy the single-family home for the entire prior 12 months, the seller must provide the buyer, on written request, with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home.

The information required shall be provided if the request is made by a prospective buyer who has signed and submitted an offer to purchase and the seller has access to the information. (See PGCAR Form #1336.)

10. CARBON MONOXIDE DETECTORS:
Prince George's County Code, Section 11.295 requires the seller or transferor to install carbon monoxide detectors before or at the time of the transfer of ownership of the following residences:

One-and two-family residential dwellings. The requirements for installation and maintenance of a carbon monoxide detector in an existing one- and two-family residential dwelling shall be at least one (1) battery-powered carbon monoxide detector installed on each level of the dwelling in close proximity to sleeping quarters in a residence with a gas heating system, fuel burning appliances, and/or an attached garage. Each carbon monoxide detector must comply with all applicable Federal and State regulations and must bear the label of a nationally recognized standard testing laboratory. Each detector must be an Underwriters Laboratory (U.L.) 2034 listed product or its equivalent. The subsequent owner/occupant of each dwelling unit shall be responsible for inspecting and maintaining the carbon monoxide detectors in accordance with the manufacturer's specifications.

11. PROXIMITY TO AGRICULTURAL AND/OR FORESTRY OPERATIONS:
Prince George's County Law, Sec. 30-103.03 requires sellers of real property in the R-O-S, O-S, R-A, R.E., R.R. Zones to provide a statement advising the buyer as follows: Buyer(s) acknowledge that the property offered for sale is in the vicinity of property that is, or may be used, for agricultural or forestry operations. As such, the Property may be subject to activity including, but not limited to, noise, odor, fumes, insects, dust, chemical application and the operation of machinery at various times. Prince George's County has adopted a right to farm ordinance stipulating that inconveniences or discomforts associated with the agricultural/forestry operation shall not be considered an interference with reasonable use and enjoyment of other properties in the vicinity, if such operations are conducted in accordance with generally accepted agricultural and forestry management practices, as referenced in Prince George's County Code, Section 30-102. The County has established an Agricultural Reconciliation Committee to assist in the resolution of disputes that may arise with regard to agricultural or forestry operations when such operations are not conducted in accordance with generally accepted agricultural or forestry management practices. For further information refer to Prince George's County Code, Subtitle 30, Division 1, and/or contact the Director, Department of Environmental Resources.

12. DEFERRED WATER AND SEWER ASSESSMENTS/FRONT FOOT BENEFIT CHARGES: Certain communities are subject to charges or assessments intended to defray the cost of installing water and sewer facilities. These charges are liens against the Property that usually run with the Property for between 20 and 40 years, but are often not paid in the property tax bill. These charges or assessments are separate from bills for water and sewer usage and from homeowners' association dues. If not included in the property tax bill, they are often paid annually and are not usually included within an escrow payment paid to a mortgage holder. Pursuant to the Maryland Annotated Code, Real Property Article, Sec. 14-117 and Prince George's County Code, Sec 2.162.01, any contract for the sale of real property located in Prince George's County for which there are deferred water and sewer assessments recorded by covenant or declaration for which the purchaser is liable shall contain disclosure, as detailed below, by seller (owner) prior to the time the contract is signed. Failure to comply shall enable an aggrieved party to the sales contract to rescind the contract at any time prior to settlement and any other right or cause of action available to a party to the sales contract shall remain.

(Per Maryland Annotated Code, Real Property Article, Sec. 14-117, **Seller to check appropriate line below)**:

☒ There are currently NO deferred water and sewer assessments or front foot benefit charges assessed against the Property.

☐ Currently, front foot benefit charges are paid in the property tax bill for the Property.

☐ Deferred water and sewer assessments ARE assessed against the Property in the amount of $____________________ per year. The approximate number of payments remaining on the assessment are_________. The estimated amount remaining (payoff amount) of assessment including interest is $_____________. The interest rate on the assessment is _________% (if applicable). Assessments are paid to____ (name of company) address of ____ & phone number of ______________________.
Per Maryland Annotated Code, Real Property Article, Sec. 14-117, payoff of the assessment is allowed without prepayment penalty.

A person or entity establishing water and sewer costs for the intitial sale of residential real property may not amortize costs that are passed on to a purchaser by imposing a deferred water and sewer charge for a period longer than 20 years after the date of intial sale.

13. PRIVATE WATER AND/OR SEWER SUPPLY: (To be completed by Seller ONLY if Property is served by a private water and/or Sewer company only) Water is supplied to the Property by ______________________ whose phone number is ______________________. Sewer service is supplied to the Property by ______________________ whose phone number is ______________________.

14. AVAILABILITY OF WATER AND SEWER SERVICE: (Seller to check appropriate boxes)

A. Water: Is the Property connected to public water? ☒ YES ☐ NO

If no, has it been approved for connection to public water? ☐ YES ☐ NO
If not connected, the source of potable water, if any, for the Property is: ______________________

B. Sewer: Is the Property connected to public sewer system? ☒ YES ☐ NO

If no, has it been approved for connection to public sewer? ☐ YES ☐ NO

If not connected, has a septic system been installed? ☐ YES ☐ NO

If not connected, has a septic system been approved? ☐ YES ☐ NO

If not connected, has a septic system been disapproved? ☐ YES ☐ NO
If yes, explain: ______________________

15. PRIVATE UTILITY COMPANY ASSESSMENT: ☐ YES ☒ NO
If checked Yes by Seller, Seller acknowledges that the Property is subject to a Private Utility Company Assessment in the amount $__________ and the frequency of payment is __________ for __________(utility service provided) and payment is made to ______________________ (name of company). Buyer agrees to assume responsibility for this assessment as of the Date of Settlement.

16. HOA/CONDO/COOP - OWNERSHIP WITH ASSESSMENTS: ☒ YES ☐ NO
Ownership Association with mandatory fees ☒ (HOA) ☐ Condominium ☐ Cooperative.
Name of Project/Subdivision: **Montpelier Woods**.
Management Company: **Montpelier Woods Homeowners Association**. Telephone: **(240)554-2438**.
Assessments/special tax $ **130.00** per **year**. Special Assessments: $__________. Are there any assessments approved but not yet assessed? ☐YES ☒ NO If yes, amount $__________ and explain reason for assessment:

17. OTHER ASSESSMENTS: ☐ YES ☒ NO
If checked Yes by Seller, Seller acknowledges that the Property is subject to an Assessment in the amount $__________ and the frequency of payment is __________ and the Assessment is for ______________________ and payment is made to ______________________. Buyer agrees to assume responsibility for this Assessment as of the Date of Settlement.

18. GROUND RENT: ☐ YES ☒ NO
If checked Yes by Seller, Seller acknowledges that the Property is subject to an existing ground rent as provided in a lease recorded among the Land Records, or if a ground rent is to be created, Seller will make those disclosures required by law by an appropriate additional clause or addendum to the Contract.

19. UNDERGROUND STORAGE TANK: ☐YES ☒NO

If checked Yes by Seller, Seller acknowledges that the tank is currently ☐ In Use ☐ Not In Use (check one). Seller further acknowledges that the tank is/was used for ______________________. If Seller has checked that the tank is not in use, please explain when, where and how the tank was abandoned:
______________________.

20. MOUNT VERNON HISTORIC VIEWSHED: ☐ YES ☒ NO

If checked Yes by Seller, Pursuant to Prince George's County Code, Subtitle 2. Administration, Section 2-162.01, Seller hereby notifies Buyer that the Property being transferred is located within the Mount Vernon Historic Viewshed. Buyer acknowledges that, as such, Buyer is aware that there is a recorded scenic easement from the National Park Service due to the location of the property in the Mount Vernon Historic Viewshed. Failure to comply with this provision shall enable a party to the contract who is aggrieved by such failure to rescind the contract at any time prior to settlement. The right of rescission is not an exclusive remedy, and any other right or cause of action available to a party to the sales contract shall remain.

21. SMOKE ALARM NOTICE: Seller is hereby notified of changes in Maryland law regarding smoke alarms and smoke detectors (Section **9-101 through 9-109 of the Public Safety Article of the Annotated Code of Maryland).** The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Seller is advised to verify compliance with the city or county in which the Property is located. Seller acknowledges that Seller has read and understands the provisions of this paragraph.
(Seller to initial): **Initials: Seller** WT **Seller** _______

22. MUNICIPALITIES. If the Property is located within a Municipality, the name of the Municipality is _______________
____.

23. RENTAL LICENSE REQUIRED:

a) In the event Buyer intends to lease the Property being purchased, or any part thereof, immediately following settlement, or in the future, Buyer acknowledges that Buyer is responsible to timely apply for, obtain and renew a rental facility license from the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE) or any municipality requiring a rental license and to pay all fees relating to such application and/or renewal.

b) Buyer further acknowledges, pursuant to Prince George's County Code Sections 13-186 and 13-189 that:

- **1)** A rental license is required in order to lease a single-family or multiple-family rental housing facility located in Prince George's County;
- **2)** A rental license is valid for a period of two (2) years;
- **3)** A rental license as issued by DPIE is non-transferable and terminates upon a change of ownership of the rental facility;
- **4)** In the event Buyer intends to lease the Property, immediately following settlement, Buyer is required to apply for a new or initial rental license with DPIE, and to pay all fees in connection with such application, within thirty (30) days following settlement;
- **5)** Buyer shall be subject to a penalty in the amount of One Thousand Dollars ($1,000.00) per month, or any portion thereof, during which the rental facility was operated and/or tenant occupied without a valid rental license as issued by DPIE; and
- **6)** Rental licenses are different from short-term rental licenses and cannot be used interchangeably.

Initials: Buyer_______ Buyer _______

24. SHORT-TERM RENTAL LICENSE REQUIRED:

a) In the event Buyer intends to lease the Property being purchased as a short-term rental, or any part thereof, immediately following settlement, or in the future, through a hosting platform (i.e. AIRBNB, VRBO, etc..) or by other means, Buyer acknowledges that Buyer is responsible to timely apply for, obtain and renew a short-term rental license from the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE).

b) Buyer further acknowledges, pursuant to Prince George's County Code Subtitle 5, Division 8 that:

1. Sec. 5-174, (k) defines a short-term rental as a residential dwelling unit occupied by a short-term rental guest, other than a permanent occupant, for fewer than 31 consecutive days and no more than 90 days per calendar year, where a host receives monetary compensation for such occupancy, if the owner is not present during the rental. A short-term rental may be occupied by a short-term rental guest for no more than 180 days per calendar year, if the host is present during the short-term rental. A short-term rental provider shall not combine time limits for short-term rentals. The maximum allowable days for a short-term rental are 180 calendar days, provided all requirements are met for that time frame. A short-term rental is a tourist home that is an accessory use to a dwelling, but does not include a hotel, motel, inn, boarding house, group residential facility, and fraternity or sorority house.

2. A short-term rental license is required in order to rent/lease a single-family or multiple-family housing, or any part thereof, located in Prince George's County;
3. A short-term rental license is valid for a period of one (1) year from date of issuance;
4. In the event Buyer intends to rent/lease the Property, or any part thereof, as a short-term rental, immediately following settlement or anytime thereafter, Buyer is required to apply for a short-term rental license with DPIE, and to pay all fees in connection with such application;
5. Buyer acknowledges that, in addition to and including items 1-4 above, certain other provisions, mandates, restrictions, requirements, and notices apply to short-term rentals as detailed in Prince George's County Code, Subtitle 5. Businesses and Licenses, Division 8 – Short-Term Rentals, to which Buyer will be bound and obligated;
6. Rental licenses are different from short-term rental licenses and cannot be used interchangeably.

Initials: Buyer_______ Buyer _______

25. NOTICE - TRANSFER TAX EXEMPTIONS: If Buyer is employed as a;

1. Prince George's County Public School System Classroom Teacher
2. Prince George's County Police Officer, Municipal Police Officer, Deputy Sheriff

Certain County transfer tax exemptions may apply. See PGCAR Form #1327 (Teacher) or Form #1330 (Law Enforcement) to determine if exemption applies.

26. NOTICE: The failure to comply with certain provisions of this addendum (including but not limited to 3., 4., 11., 19.) shall enable a party to the contract who is aggrieved by such failure to rescind the contract at any time prior to settlement. The right of rescission is not an exclusive remedy, and any other right or cause of action available to a party to the sales contract shall remain.

27. HEADINGS: The Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

		Wantalex Tilus	06/24/2026
BUYER	DATE	SELLER **Wantalex Tilus**	DATE
BUYER	DATE	SELLER	DATE

Realty ONE Group Performance

Affiliated Business Disclosure

To: Wantalex Tilus

Property 10205 Balsamwood Dr, Laurel, MD 20708

In connection with the purchase/sale of this property, you may need to obtain certain settlement services. ARCH Title Group, LLC has been recommended for settlement services and title insurance. This is to give you notice that associates of Realty ONE Group are members of and have a business relationship with ARCH Title Group and may receive a financial or other benefit from this referral. Set forth below are estimated charges for the settlement services listed. You are not required to use the listed providers as a condition for the purchase of the subject property. You may be able to get these services at a lower rate by shopping with other settlement service providers. ARCH Title Group is a title insurance agency and writes insurance for First American Title Insurance Company. Title insurance rates for First American Title Insurance Company are listed below. The following is the estimated range of charges for the title insurance and settlement services provided by ARCH Title Group:

CD Section C		**$900 plus Lender's Title Insurance**
Includes:	Settlement Fee*	
	Deed Preparation	
	Title Examination	
	Insurance Binder	
	Title Search ($100-$250)	
	Processing Fee	
	Title Search	
	Lender's Title Insurance	
Additional Fees:		
	Owner's Title Insurance *	
	Survey **	
	Power of Attorney	

*If a second trust is closing at the same time, an additional settlement fee of $100 will be charged for the second trust closing. The second trust lender may also require an additional title policy.

**Pricing for surveys of non-condominium properties is available on a case-by-case basis.

***Title Insurance Policies**

Standard Owner Policies (per $1,000 of sales price)		Standard Lender Policies (per $1,000 of loan amount)	
First $250,000	$3.96	First $250,000	$2.65
Over $250,000 - $500,000 add	$3.38	Over $250,000 - $500,000 add	$2.40
Over $500,000 - $1,000,000 add	$2.88	Over $500,000 - $1,000,000 add	$2.10
Over $1,000,000 - $5,000,000 add	$2.50	Over $1,000,000 - $5,000,000 add	$1.80

Lender's policies cost only $150.00 each when issued simultaneously with an Owner's Policy. Enhanced/Eagle ALTA Homeowner's Policies are offered and available at an additional premium. The minimum premium for a title insurance policy is $ 150.00.

Seller's Settlement Fees

Power of Attorney	$75.00 if required
Procure & Payoff Loans(s)	$250.00
Judgment Report	$35.00 per seller
Lien Certificate	$40-$55 (based on County)

YOU ARE NOT REQUIRED TO USE THE ABOVE-NAMED COMPANY AS A CONDITION FOR THE SETTLEMENT OF YOUR PURCHASE OR SALE OF THE PROPERTY DESCRIBED ABOVE. THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES. I have read this Disclosure Statement and understand that my real estate agent is referring me to purchase the above described settlement services and associates of Realty ONE Group may receive a financial or other benefit as the result of this referral.

06/24/2026 Wantalex Tilus

Date Signature Buyer

Date Signature Seller

Date Signature Buyer

Date Signature Seller

SOLAR PANEL ADDENDUM

ADDENDUM April 7, 2026 dated ________________ to Contract of Sale

between Buyer ____

and Seller Wantalex Tilus

for Property known as 10205 Balsamwood Drive, Laurel, MD 20708.

The following provisions are included in and supersede any conflicting language in the Contract.

1. **ACKNOWLEDGMENT OF SOLAR SYSTEM ON THE PROPERTY.** A solar photovoltaic ("PV") panel system ("Solar System") has been installed on the Property. The Solar System includes, but is not limited to, all Solar System components, solar panels, inverters, charge controllers, batteries, battery charge controller, backup generator, solar array disconnect, power meter, power converter and cables, if applicable, that are presently in place on the Property.

2. **FINANCIAL STATUS OF THE SOLAR SYSTEM.** The Solar System is currently: **(Check One):**

   A. ☐ Owned by Seller free and clear (not subject to an existing lease, power purchase agreement or loan) and shall be included in the sale of the Property and conveyed to Buyer at Closing; **OR**

   B. ☒ Subject to an existing lease agreement ("Solar System Lease"), power purchase agreement ("PPA") or financed by an unpaid loan ("Solar System Financing").

3. **BUYER AND SELLER AGREEMENT. (TO BE COMPLETED ONLY IF SECTION 2(B) IS CHECKED)**

   Buyer and Seller agree that **(Check One):**

   A. ☐ Seller shall pay off the Solar System Financing or buy-out/pre-pay the remainder of the Solar System Lease or PPA and shall include the Solar System as part of the sale of the Property and convey the Solar System to Buyer at Closing. The provisions of this Section 3(A) shall survive Closing; OR

   B. ☒ Within 5 days from the Date of Contract Acceptance, Seller shall: (i) deliver to Buyer the most recent version of the Solar System Lease, PPA, or Solar System Financing; (ii) deliver to Buyer all other Solar System documents in Seller's possession; (iii) provide to Buyer the name and phone number of the solar company or loan servicer (the "Solar System Documents"); and (iv) notify the solar company or loan servicer of the sale and the name of Buyer. Seller shall work in good faith to assist Buyer in obtaining approval from the solar company or loan servicer to assume the applicable Solar System Lease, PPA or Solar System Financing. Buyer shall assume the Solar System Lease, PPA or Solar System Financing at Settlement and Seller shall be released from all future liability under the applicable Solar System Lease, PPA or Solar System Financing. The provisions of this Section 3(B) shall survive Settlement.

4. **BUYER REVIEW PERIOD AND DUE DILIGENCE.** In the event Buyer is dissatisfied with the terms of the Solar System Documents, Buyer, upon written notice to Seller given within 5 Days from receipt of the Solar System Documents, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract based on Buyer's dissatisfaction with the terms of the Solar System Documents and the Contract shall remain in full force and effect. Buyer is advised that if the cost, insurability, operation, or value of the Solar System is a material matter to Buyer, it must be

investigated within the allotted timeframe set forth above. This may include, but is not limited to: age, maintenance, solar company or loan servicer fees, end of lease terms, output and production guarantees, utility bills, grid tie-in, payment increases, warranties, homeowner's insurance coverage, and taxes.

5. **ACKNOWLEDGEMENT.** Seller and Buyer recognize, acknowledge, and agree that Brokers are not qualified to advise on solar panel systems, including, but not limited to, cost, insurability, operation, value, or transferability. Seller and Buyer are instructed to consult with independent legal counsel and other qualified licensed professionals to assist in their due diligence efforts. **Seller and Buyer expressly release and hold harmless Broker(s) from liability for any defects, conditions or transferability problems pertaining to the Solar System.**

6. **OTHER.** ____

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All other terms and conditions of the Contract of Sale remain in full force and effect.

		Wantalex Tilus	06/24/2026
Buyer Signature	**Date**	**Seller Signature** **Wantalex Tilus**	**Date**
Buyer Signature	**Date**	**Seller Signature**	**Date**

vivint.Solar™

RESIDENTIAL SOLAR POWER PURCHASE AGREEMENT

Customer Name and Contact Information:

Name(s) Wantalex Tilus

Installation Location
10205 BALSAMWOOD DR
LAUREL
MD 20708-3155

Primary Phone 9088840700

E-Mail alextil1@yahoo.com

Approximate Start and Completion Date
2018-01-17

$0	$.119	20yrs
Up-Front Cost	Energy Price ($/kWh)	Initial Term

Our Promises

+ We will design, install, maintain, repair, monitor, and insure the System at no additional cost to You.
+ We warranty all of Our work, and that Our roof penetrations will be watertight, for the initial 20 year term.
+ Your Energy Price will not increase by more than 2.9% per year.
+ If You need to make Property repairs, We will remove and reinstall the System if You pay Our estimated costs.
+ We will not place a lien on Your Property.
+ You are free to cancel this Agreement any time prior to Our commencement of any work at or near Your Property associated with installation of the System.
+ The Energy Price includes a $5 monthly discount for paying by automatic debit from Your bank account.
+ You will not be responsible for any property tax assessed on the System.
+ We will fix or pay for any damage We may cause to Your Property or belongings.

Your Commitment

- Pay for the Energy produced by the System.
- Keep Your roof in good condition throughout the Term.
- Respond to Our sales and support teams when scheduling and completing paperwork.
- Maintain a broadband internet connection.
- Continue service with Your Utility for any energy used above and beyond the System's production.

At the End of Your Initial Term

- You can renew the Agreement for a subsequent term;
- You can purchase the System; or
- You can request that We remove the System at no additional cost.

If You Move

- We guarantee You can transfer the Agreement to the new home buyer, regardless of credit rating;
- You can prepay the Agreement;
- You can relocate the System to Your new home; or
- After the sixth anniversary, You can purchase the System.

You may cancel this Agreement any time prior to commencement of any work at or near Your Property associated with installation of the System.

Vivint Solar Developer, LLC (EIN: 80-0756438) is a licensed contractor in each state in which we operate, for information about our contractor licenses please visit www.vivintsolar.com/licenses.

WE MAY HAVE PRESCREENED YOUR CREDIT. PRESCREENING OF CREDIT DOES NOT IMPACT YOUR CREDIT SCORE.

YOU CAN CHOOSE TO STOP RECEIVING "PRESCREENED" OFFERS OF CREDIT FROM US AND OTHER COMPANIES BY CALLING TOLL-FREE 888.567.8688. SEE PRESCREEN & OPT-OUT NOTICE BELOW FOR MORE INFORMATION ABOUT PRESCREENED OFFERS.

The Notice of Cancellation may be sent to this address: 1800 W Ashton Blvd., Lehi, UT 84043

support@vivintsolar.com | vivintsolar.com
Phone 877.404.4129 | Fax 801.765.5758

RESIDENTIAL SOLAR POWER PURCHASE AGREEMENT

This RESIDENTIAL SOLAR POWER PURCHASE AGREEMENT (together with all documents expressly incorporated herewith, this "*Agreement*") is entered into as of the last date set forth on the Signature Page, below ("*Transaction Date*"), by and between VIVINT SOLAR DEVELOPER, LLC, a Delaware limited liability company (together with Our successor and assigns, "*Seller*", "*We*", "*Us*", "*Our*") and the undersigned CUSTOMER(s) (together with Your successors and permitted assigns, "*Customer*", "*You*", "*Your*"; together with Us, the "*Parties*", and each, a "*Party*").

1. Design, Installation, and Activation.

(a) Description of the project and description of the significant materials to be used and equipment to be installed. We will design, install, service, and maintain a solar photovoltaic system on Your home at the installation location described above (the "*Property*"), which will include all solar panels, inverters, meters, and other components (collectively, the "*System*"), as further described in the Customer Packet that We will provide to You hereafter. Material portions of the System generally will be installed by Our employed technicians and electricians. If We use subcontractors, We will provide You with their names and license numbers if required by applicable law. With Your cooperation, We will (i) design, install, and connect the System in material compliance with all applicable laws; (ii) complete all required inspections; and (iii) obtain all required certifications and permits. In order to design a System that meets Your needs, You agree (1) that We may obtain Your electrical usage history from Your electric utility provider (the "*Utility*"); (2) to provide Us with copies of bills and other information from Your Utility; and (3) to enter into and execute any interconnection or other agreements that may be required by Your Utility. We will design and install the System at no cost to You, other than the Energy Price. We agree to maintain Your Property free of trash during installation, and will clean up any materials or debris after installation.

(b) Approximate Installation Start and Completion Date. Subject to the delays of permitting authorities, weather, and other conditions outside Our control, installation of the System generally takes one (1) day and is anticipated to start and be substantially complete no later than the dates described above.

(c) Activation. After installation, inspection, and receipt of all necessary approvals relating to the System, We will request interconnection of and permission to operate the System with the Utility. Although We will promptly request interconnection and permission to operate the System, We cannot promise or guarantee the date such permission will be received from the Utility. After We receive the Utility's permission to operate, We will activate the System and cause it to generate Energy, measured in kilowatt hours ("*Energy*"). Energy does not include the System Interests. YOU ARE NOT ALLOWED TO TURN ON THE SYSTEM UNTIL WE NOTIFY YOU THAT THE UTILITY HAS GIVEN ITS PERMISSION TO OPERATE. PURSUANT TO SECTION 7(b), YOU ARE LIABLE FOR ANY COSTS OR DAMAGE RELATING TO YOUR PREMATURE ACTIVATION OF THE SYSTEM.

2. Term and Renewal.

(a) Term. This Agreement is effective as of the Transaction Date and shall continue until the twentieth (20th) anniversary of the In-Service Date (together with any renewal term described in Section 2(b)(ii), the "*Term*"). The "*In-Service Date*" shall be the first day after all of the following have been achieved: (i) the System has been installed and is capable of generating Energy; (ii) all permits, inspections, and approvals necessary to operate the System have been obtained; and (iii) the System has been interconnected with the Utility and received permission to operate.

(b) End of Term. *(i) Your Options.* At the end of the Term, so long as there is no Customer Default ongoing, You may elect to: (1) continue with this Agreement for a renewal term of five (5) years at the Renewal Price (as described in Section 2(b)(ii)); (2) purchase the System (as described in Section 2(b)(iii)) and this Agreement will automatically terminate; or (3) have the System removed at no cost to You (as described in Section 2(b)(iv)) and this Agreement will automatically terminate. No more than sixty (60) nor less than thirty (30) days prior to the end of the Term, We will send to You notice concerning Your end of term options, including the renewal, purchase, and cancellation forms. If You do not elect any of these three options, this Agreement will automatically renew on a year-to-year basis (as described in Section 2(b)(v)). *(ii) Renewal Option.* The renewal form will set forth the new Energy Price for the renewal term based on Our assessment of the then-available market information and Our determination of the then-current fair market value of the System (the "***Renewal Price***"). If You elect the renewal option, then We will need to receive Your completed renewal form not less than thirty (30) days prior to the end of the Term. If You choose not to renew, then You may elect (under Section 2(b)(i)) to purchase the System or to have the System removed at no cost to You. *(iii) Purchase Option.* The purchase form will set forth the Purchase Option Price. The "***Purchase Option Price***" will be the then-current fair market value of the System as determined by an independent appraiser's valuation of similarly sized photovoltaic systems in Your geographic region. We will provide the valuation to You in writing and it will be binding. If You elect the purchase option, then We will need to receive Your completed purchase option form, Your payment of the Purchase Option Price, costs of the appraisal, applicable taxes, and all other amounts then owing and unpaid hereunder not less than thirty (30) days prior to the end of the Term. Upon receipt of the foregoing, We will transfer ownership of the System to You on an "As Is, Where Is" basis. *(iv) Removal Option.* If You elect the removal option, then We will need to receive Your completed removal form and all amounts then owing and unpaid hereunder not less than thirty (30) days prior to the end of the Term. After which, We will remove the System from Your Property within ninety (90) days after the end of the Term. *(v) Automatic Renewal.* IF YOU DO NOT NOTIFY US OF YOUR ELECTION BY SENDING THE APPLICABLE COMPLETED FORM TO US EITHER BY E-MAIL OR U.S. MAIL AT OUR ADDRESS FIRST SET FORTH ABOVE AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE TERM, THEN (UNLESS WE ELECT TO TERMINATE THIS AGREEMENT) THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A YEAR-TO-YEAR BASIS AT TEN PERCENT (10%) LESS THAN THE THEN-CURRENT AVERAGE RATE CHARGED BY YOUR UTILITY UNTIL YOU NOTIFY US IN WRITING OF YOUR ELECTION TO CANCEL AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE RENEWAL TERM. YOU AND WE AGREE THAT SUCH ENERGY PRICE DURING AN AUTOMATIC RENEWAL TERM FAIRLY REFLECTS AND IS A REASONABLE ESTIMATION OF THE FAIR MARKET VALUE OF THE ENERGY PRODUCED BY THE SYSTEM.

3. Price and Payment.

(a) Sale of Electricity. *(i) Sale.* This Agreement is for the sale of energy by Us to You and not for the sale of the System, the System Interests (as such term is defined in Section 4(i)), or a solar energy device. Beginning with the In-Service Date, We will sell to You and You will buy from Us all of the energy produced by the System. *(ii) Price.* For all Energy produced by the System, You shall pay Us the Energy Price set forth above, PLUS APPLICABLE TAXES. On each anniversary of the In-Service Date, the Energy Price shall increase by two and nine-tenths percent (2.9%). (This percentage may not measure the overall cost of financing this Agreement.) *(iii) Delivery.* Title to and risk of loss with respect to the Energy shall transfer from Us to You at the point where the System is interconnected with Your Property's electrical wiring. Energy from the System will be delivered to You in compliance with all requirements of the Utility. A good faith estimate of the System's annual Energy production will be provided to You in the Customer Packet; *provided* that We reserve the right to modify the size of the System at the time of installation as required by applicable law or in Our reasonable discretion. *(iv) Limits on Obligation to Deliver.* We are not a utility or public service company and do not assume any obligations of a utility or public service company to supply Your energy requirements. We are not subject to rate review or other utility or public service company regulation by governmental authorities. During the Term, You understand that You may require more electricity than the System may generate. If You need any such additional energy, then You shall be solely responsible to obtain such energy from the Utility at Your cost. OTHER THAN AS EXPLICITLY SET FORTH ON EXHIBIT B, WE DO NOT WARRANT OR GUARANTEE (i) THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM FOR ANY PERIOD, (ii) ANY COST SAVINGS, OR (iii) THE EXISTENCE OF OR PRICING ASSOCIATED WITH ANY NET METERING PROGRAM, OR UTILITY OR GOVERNMENT INCENTIVE PROGRAM. UTILITY RATES AND UTILITY RATE STRUCTURES ARE SUBJECT TO CHANGE. THESE CHANGES CANNOT BE ACCURATELY PREDICTED. PROJECTED SAVINGS FROM YOUR SYSTEM ARE THEREFORE SUBJECT TO CHANGE. TAX INCENTIVES ARE SUBJECT TO CHANGE OR TERMINATION BY EXECUTIVE, LEGISLATIVE OR REGULATORY ACTION.

(b) Payments. *(i) Invoicing.* Beginning with the first (1st) month following the In-Service Date and each month throughout the Term, We will send to You an invoice reflecting the charges for the Energy produced by the System. If the System is not reporting Energy production to Us, We may charge You the Shutdown Payment (as such term is defined in Section 6(a)). All payments are due within ten (10) days of the invoice date. *(ii) Payment Methods.* You shall make payments to Us by (1) automatic payment deduction from Your designated checking account, (2) automatic charge to Your credit card, or (3) personal check. It is Your responsibility to ensure that there are adequate funds in Your account or that You have an adequate credit limit to make payment as agreed. *(iii) Account Debit Discount*. The Energy Price and all other payments in this Agreement will include a Five Dollar ($5) monthly discount if You allow Us to automatically debit Your checking account. You will not receive such Five Dollar ($5) monthly discount if You choose to pay by any means other than automatic debit from Your checking account (*e.g.*, credit card or check). *(iv) Late Payments.* **For all payments more than fifteen (15) days past due, or any returned check, We may impose a charge up to Fifteen Dollars ($15), but not to exceed the maximum amount allowed under applicable law.** If You continue to fail to make any payment within fifteen (15) days after We give You written notice, then We may exercise all remedies available to Us pursuant to Section 6(b)(ii). *(v) Unconditional Payment.* You agree that the obligation to pay any amount due under this Agreement shall be absolute and unconditional, and shall not be subject to any abatement, defense, counterclaim, setoff, recoupment, or reduction. You and We agree that all amounts payable by You hereunder shall be payable in all events including by Your successors, and permitted assigns. Except for Your right to cancel under the Notice of Cancellation or after a Seller Default (as such term is defined in Section 6(b)(iii)), and to the fullest extent permitted under applicable law, You hereby waive all rights You may have to reject or cancel this Agreement, to revoke acceptance of the System, or to grant a security interest in the System.

(c) Early Purchase Option. You have a one-time option to purchase the System on the sixth (6th) anniversary of the In-Service Date (the "***Early Purchase Option***"). You may elect to purchase the System by sending Us written notice no later than ninety (90) days after the sixth (6th) anniversary of the In-Service Date. The "***Early Purchase Option Price***" will be an amount equal to the greater of the Purchase Option Price and the Prepayment Price. The valuation will be provided to You in writing and will be binding. If You elect the Early Purchase Option, then We will need to receive Your payment of the Early Purchase Option Price, plus applicable taxes, and all other amounts then owing and unpaid hereunder not less than thirty (30) days thereafter. Upon receipt of the foregoing, We will transfer ownership of the System to You on an "As Is, Where Is" basis, and continue to operate and maintain the System pursuant to Section 4(a) of the Agreement; *provided* that We will retain all right and title to the System Interests.

4. Our Services.

(a) Operations and Maintenance. During the Initial Term of this Agreement, so long as no Customer Default (as such term is defined below) has occurred or is continuing, We will honor the limited warranty described below in Section 4(e), and during the entire Term, We will operate and maintain the System (i) at Our sole cost and expense; (ii) in good condition; and (iii) in material compliance with all applicable laws and permits and the Utility's requirements.

(b) Insurance. On the date hereof, We carry commercial general liability insurance in the amount of $1,000,000 per occurrence, workers' compensation insurance in the amount of $1,000,000 per occurrence, and property insurance on the System (and Our other systems) in the amount of at least $10,000,000. For more information, see Exhibit C.

(c) Risk of Loss; Casualty Losses. We shall bear all risk of loss with respect to the System, except for losses arising from the acts or omissions by You or Your licensees, guests, invitees, contractors, or agents or otherwise covered by Your insurance pursuant to Section 5(b). If the System is damaged or destroyed by fire, storm, flood, earthquake, or other disaster or accident (each, a "***Casualty Event***") fully covered by Our insurance, We will promptly repair or replace the damaged portions of the System as necessary to restore it to good working condition. If the System is damaged or destroyed by a Casualty Event not fully covered by Our insurance, We may, at Our option (i) repair and restore the System to good working condition; or (ii) terminate this Agreement and, at Your election, either convey the System in its then-existing condition, "As Is, Where Is", to You for no additional consideration or remove the System from Your Property.

(d) Disconnection of System. We may cause the System to be disconnected from any electrical facilities, including the Utility's facilities, if they require such disconnection or We are required to do so under applicable law, including (but not limited to) any disconnection directed by the Utility as part of a curtailment or other order or instruction.

(e) Limited Warranties. **So long as You comply with Your obligations under this Agreement, under customary use and operating conditions, We warrant for the Initial Term that: (i) the System will be free from material defects in design and workmanship, and We will repair any damage to Your Property or other belongings that We cause, except as limited by Section 5(g); and (ii) all rooftop penetrations We make in connection with installation will be watertight. To make a claim under this warranty, please contact Us at support@vivintsolar.com or 877.404.4129. We will repair or replace any damage or defective component, or correct any defective workmanship at no cost to You. To make a claim under this warranty, please contact Us at support@vivintsolar.com or 877.404.4129. We will correct any defective workmanship or roof penetration at no cost to You. Any dispute between You and Us regarding Our obligations under this warranty (including any claims arising under Title I of the Magnuson-Moss Warranty Act) must be resolved pursuant to Section 6(e), through binding arbitration conducted by JAMS (800.352.5267, 1920 Main Street, Suite 300, Irvine, CA 92614). Further information relating to the arbitration of disputes under this Agreement can be found in Section 6(e). This warranty gives You specific legal rights, and You may also have other rights which vary from state to state.**

(f) Manufacturers' Warranties. We do not provide any warranty to You with respect to any component of the System. Any manufacturer's warranty is for Our benefit as owner of the System and is independent of the limited warranties described above in Section 4(e). The System's solar modules carry a minimum manufacturer's warranty that: (i) during the first ten (10) years of use, the modules' electrical output will not degrade by more than ten percent (10%) from the originally rated output; and (ii) during the first twenty-five (25) years of use, the modules' electrical output will not degrade by more than twenty percent (20%) from the originally rated output. During the Term, We will enforce these warranties as owner of the System.

(g) Exclusions and Disclaimer of Warranties. The limited warranties set forth in Section 4(e) above, do not apply to and do not cover problems resulting from: (i) Your acts or omissions, including Your failure to abide by the terms of this Agreement; (ii) exposure to harmful materials and chemicals; (iii) any Force Majeure Event (as such term is defined in Section 6(d)); (iv) vandalism, theft, or tampering with the System by anyone; (v) damage caused by hail or ball strikes; and (vi) any other cause beyond Our reasonable control. Our warranty and maintenance obligations under Sections 4(a) and 4(e) may be transferred to a third party. EXCEPT AS SET FORTH IN THIS SECTION 4 AND EXHIBIT B, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE MAKE NO OTHER WARRANTY TO YOU OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED, OR STATUTORY; AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE EQUIPMENT, INSTALLATION, DESIGN, OPERATION, OR MAINTENANCE OF THE SYSTEM; THE PRODUCTION OR DELIVERY OF ENERGY; OR ANY OTHER ASSOCIATED SERVICE OR MATTER HEREUNDER, ALL OF WHICH WE HEREBY EXPRESSLY DISCLAIM. TO THE EXTENT THAT ANY IMPLIED WARRANTY MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH IMPLIED WARRANTY SHALL BE OF A DURATION NO GREATER THAN THAT OF THE LIMITED WARRANTY SET FORTH IN SECTION 4(e). SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, OUR LIABILITY FOR ANY BREACH OF ANY WARRANTY IS LIMITED TO REPAIRING THE SYSTEM OR YOUR PROPERTY TO THE EXTENT REQUIRED UNDER THIS AGREEMENT. AS SET FORTH IN SECTION 7(a), NO CLAIM SHALL BE MADE BY YOU AGAINST US OR ANY OF OUR AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (WHETHER OR NOT THE CLAIM THEREFORE IS BASED ON CONTRACT, TORT, DUTY IMPOSED BY LAW, OR OTHERWISE), IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY ACT OR OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, INCLUDING

IN CONNECTION WITH ANY WARRANTY HEREUNDER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS SECTION 4(g) AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

(h) Metering. We will install performance meter(s) as needed to measure the Energy produced by the System (the "***Meter***"). We will collect System production and performance data from the Meter remotely or use Our personnel to collect such data. We will store such Meter data throughout the Term and provide it to You with access to it upon Your reasonable request. Our use and disclosure of data collected through the Meter is described in Section 7(l) below. You agree to allow Our personnel reasonable access to Your Property to collect such data. At Our discretion, We may test the accuracy of the Meter from time to time. If such testing indicates that the Meter is inaccurate by more than plus or minus five percent (±5%), then We will (i) repair and recalibrate the Meter, at no cost to You; and (ii) make retroactive adjustments to Your payments based on corrected Meter data for the period of such inaccuracy. If the Meter is inoperable for any reason, including Your failure to maintain working broadband internet or electrical connections, We may (1) charge You the Shutdown Payment, and/or (2) estimate any performance guarantee payment.

(i) The System and the System Interests. *(i) Our Ownership of the System and the System Interests.* We shall own and hold all property rights in (1) the System; and (2) any credits, rebates, incentives, allowances, tax benefits, or certificates that are attributed, allocated, or related to the System, the Energy, or environmental attributes thereof (collectively, the "***System Interests***"). You hereby disclaim and, if applicable, assign to Us any and all right, title and interest in the System and the System Interests that You may have at any time, whether arising under applicable law or otherwise, and You agree to execute all documents and instruments We reasonably request to carry into effect the terms and intent of the foregoing assignment and to otherwise cause Us to be the exclusive owner of the System and the System Interests. You shall have no property interest in the System or the System Interests except for (A) the Energy that the System generates, and (B) any credits or payments available under Your Utility's net metering program for the Energy that the System generates. You agree to keep the System and System Interests free from all liens, security interests, levies, attachments, and encumbrances of any type, and You acknowledge that none of the System nor any of its components nor any System Interests may be sold, leased, assigned, mortgaged, pledged, or encumbered by You. You shall indemnify Us against all losses, claims, costs and expenses (including attorneys' fees) incurred by Us in discharging and releasing any such lien, encumbrance, pledge, levy, or attachment arising by, under or through You. You agree to not take any action or allow any omission that could have the effect of impairing the value of the System or the System Interests. You shall immediately notify Us upon becoming aware of the occurrence or possibility of such impairment. *(ii) Personal Property Nature of the System.* Notwithstanding the manner in which the System is attached to Your Property, nor any fixture filing by Us, You and We hereby agree that the System and the System Interests shall remain Our sole personal property and shall not be deemed or characterized as a "fixture" or any part of the "realty", as those terms may be defined by applicable law. It is further agreed that the installation of the System shall not be a repair, remodel, alteration, conversion, modernization of, or addition to, Your Property. *(iii) Notices of System Ownership.* We will not place a lien on Your Property. You authorize Us to make filings and recordings with relevant governmental authorities as may be necessary to provide notice of and to take security interest in Our ownership in the System and the System Interests, and Our right to access Your Property, including (without limitation) financing statements, UCC-1 financing statements and fixture filings. Upon termination of this Agreement, each such filing will be terminated. You understand that the System shall be marked and identified as Our property.

5. Customer Obligations.

(a) Representations and Warranties. You represent, warrant, and agree that each of the following is true and correct: (i) all information concerning You herein is true, correct, and complete; (ii) You are the only fee simple owner(s) of the Property (*i.e.*, You have full and exclusive ownership rights to the Property) or if Your Property has been placed into a trust, You are, or a signatory hereto is, the trustee with requisite authority to bind the trust under this Agreement; (iii) You own the roof on the Property and have the unrestricted right to install the System thereon; (iv) Your roof is in good condition and repair, without material defects, sufficient for Us to install the System; (v) You are at least eighteen (18) years of age; (vi) You have had the opportunity to review and discuss this Agreement with Our sales agent and any other advisor You may desire to consult; and (vii) if there is more than one signatory to this Agreement, each of You shall be jointly and severally liable under this Agreement and (viii) You are either a citizen of the United States or not exempt from paying United States federal income taxes. You understand that any mistake, misrepresentation, or omission in this Agreement made by You is a material breach of this Agreement and entitles Us to the remedies provided for in Section 6(b)(ii). We make no representations or warranties except as expressly set forth in this Agreement.

(b) Customer Insurance. You currently have and agree to maintain customary property and liability insurance with respect to Your Property.

(c) Existing Violations and Conditions. We shall not be held responsible for any existing violations of applicable building regulations or ordinances on Your Property, whether cited by the appropriate authority or not. We are not responsible for any preexisting conditions or fixtures installed on Your Property. If You have an existing solar energy system, You acknowledge that We are not responsible for such system. Prior to installation, You shall give to Us a copy of any easements, restrictions, or rights of way relating to the Property. If You do not do so, We will assume that none exist, and You shall be solely liable for any violation of such easement, restriction, or right of way.

(d) Grant of Access. You hereby grant to Us and Our employees, agents, and contractors the right to access and use Your Property so that We may (i) perform a site survey, where We will take measurements of and inspect Your roof and Your home's electrical systems, (ii) install, operate, and maintain the System throughout the Term, (iii) enforce Our rights as to this Agreement and the System and the System Interests, and (iv) take any other action reasonably necessary in connection with the construction, installation, operation, maintenance, repair, or removal of the System. The foregoing rights of access to Your Property shall constitute a license coupled with an interest and shall be irrevocable for up to ninety (90) days after this Agreement terminates to provide Us with time to remove the System at the end of the Term. We shall give You reasonable notice prior to accessing Your Property.

(e) Modifications after Install. *(i) Alterations.* You shall not (1) touch, handle, operate, alter, repair, or otherwise modify the System or any component thereof; and (2) take any action that could void or impair any warranty relating to the System. You will be responsible for any damage to the System that is caused at any time by You or Your licensees, guests, invitees, contractors, or agents. *(ii) Property Repairs.* You are not permitted to make repairs or improvements to Your Property that may interfere with the performance or operation of the System without Our prior consent pursuant to this Section 5(e). If You provide Us with at least thirty (30) days' prior written notice, then We will temporarily remove and reinstall the System at Your request to allow for such repair or improvement (a "***Customer-Requested Temporary Shutdown***"). You will be required to (1) before We remove the System, pay to Us a fee equal to Our estimated labor, equipment, and overhead costs to remove and reinstall the System; (2) if We request, securely store the System components during the Customer-Requested Temporary Shutdown; and (3) pay the Shutdown Payment if the System is not reinstalled within thirty (30) days of removal. THE CUSTOMER-REQUESTED TEMPORARY SHUTDOWN COSTS DESCRIBED IN THIS SECTION 5(e) ARE NOT AN EARLY CANCELLATION FEE. OTHER THAN AS SET FORTH IN THE NOTICE OF CANCELLATION AND SECTIONS 5(n), 6(b), AND 6(c), YOU ARE NOT ALLOWED TO TERMINATE OR CANCEL THIS AGREEMENT PRIOR TO THE END OF THE TERM. *(iii) Required Changes.* If You, the Utility, or any governmental agency requires (1) any change to the System after its installation, You shall pay Our standard parts and labor charges; or (2) that We pay any tax, fee, or other charge in relation to the System or this Agreement after the In-Service Date, then You shall be responsible to reimburse Us for such tax, fee, or other charge (including any taxes under Section 5(k)).

(f) Insolation. You acknowledge and agree that the System's unobstructed access to sunlight ("***Insolation***") is essential to Us and is a material inducement to Our entering into this Agreement. At all times during the Term, You shall not cause, permit, or otherwise allow any circumstance or condition within Your control that could adversely affect Insolation, including (without limitation): (i) any material alteration of Your Property where the System is installed; (ii) the installation of any structure, or any other obstruction; (iii) the growth of trees and other foliage; or (iv) the emission from Your Property of particulate matter, smoke, fog, steam or any other airborne impediments that materially affect Insolation. You agree to trim all trees and other foliage to ensure that shading of Your roof and the System is no worse than on the Transaction Date. If You become aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation, You shall promptly notify Us and shall cooperate with Us in reasonable measures We may take in an attempt to preserve existing levels of Insolation. Notwithstanding any other right or remedy provided in this Agreement, You agree that We would be irreparably harmed by Your breach of Your obligations under this Section 5(f) and that an award of damages would be inadequate to remedy such a breach, and that therefore We shall be entitled to equitable relief, including specific performance, to compel Your compliance with the provisions of this Section 5(f), without proof of any damages or posting of any bond or similar security.

(g) Your Property. You are responsible to ensure that Your Property (including all electrical systems and the roof) is maintained in good condition and repair. It is Your responsibility to remove or protect any personal property or fixtures (including, but not limited to, decorations, furniture, vehicles, plants, and other valuables) in the areas of Our work and the locations surrounding the System. You acknowledge and agree that We are not responsible for any damage or loss to Your Property, personal property, fixtures, or other belongings caused by: (i) snow falling from Your roof; (ii) animals or other pests under or near the System; or (iii) other natural events or acts of god outside Our reasonable control.

(h) Use of the System. You shall use the Energy from the System primarily for personal, family, or household purposes, but not to heat a swimming pool. At all times, You shall ensure that the Property remains grid-connected to the Utility.

(i) Broadband Internet Connection. You must provide the System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at Your cost. We may elect, in Our sole discretion, to install equipment that We may use to obtain data about the System that does not rely on a broadband internet connection. Your responsibility to maintain a broadband internet connection shall remain intact if we choose to install such equipment. If You fail to maintain broadband internet or electrical connection for a period of time, We may (i) charge You the Shutdown Payment, and/or (ii) estimate any performance guarantee payment.

(j) Authorizations. Prior to installation of the System, You shall obtain from Your mortgagee, home owners' association, or any other person with an interest in Your Property all authorizations necessary for Us to install, operate, and maintain the System. Your failure to obtain these authorizations in a timely manner may result in termination of this Agreement.

(k) Taxes. You will pay all taxes assessed on or arising from installation or operation of the System, including any transaction privilege, general excise, use, sales or other transaction-based taxes on the Energy produced by the System. You will not be responsible for any personal property taxes assessed on the System; *provided*, *however*, You are responsible for any real property taxes associated with Your Property. It is Your responsibility to verify that the System is not included as part of any real property tax assessment specific to Your Property. Where applicable, You may be eligible for an exemption from any increase to real property taxes on Your Property associated with installation of the System.

(l) Further Assurances. Upon Our request, You shall promptly sign and return, or otherwise assist Us in obtaining: (i) any application, agreement, or other document necessary for Us to obtain any System Interests; (ii) any permits, interconnection, net metering agreements, and other documents required by the Utility; (iii) any document necessary to verify Our ownership interest in the System and System Interests; and (iv) You shall promptly comply with any of Our additional requests so that We may obtain possession of all System Interests. To the extent permitted by applicable law, You hereby authorize Us to complete any documents referenced above in this Section 5(l) by adding any information necessary.

(m) Duty to Notify. You shall promptly notify Us if (i) You notice any person or thing interfering with the operation of the System; (ii) Your Property has any ordinance or permit violations or encumbrance that may prevent proper System permitting, installation, or operation; (iii) You take any emergency action with respect to the System; or (iv) You receive or otherwise acquire any System Interests, including any incentive payments. Your failure to promptly notify Us of such matters shall be a Customer Default under Section 6(b)(i). In the event of an emergency affecting the System, You shall contact Us immediately. If We are unable to timely respond, You may (at Your own expense) contract with a licensed and qualified solar installer to remove the System as necessary to make repairs required by the emergency. You shall be responsible for any damage to the System that results from actions taken by Your contractor.

(n) Transfer of Property. You are required to notify Us thirty (30) days prior to any sale or transfer of Your Property (a "***Property Transfer***"). When notifying Us, You will be required to provide the following information: the name of the person buying Your Property or the transferee (the "***Property Transferee***"), the anticipated date of the Property Transfer, Your choice of the four (4) transfer options outlined below, and any additional information We reasonably request. You will have the following four (4) options upon a transfer of the Property: *(i) Assignment*. The Property Transferee can sign a transfer agreement, assuming all of Your rights and obligations under this Agreement. Prior to any such sale or transfer of Your Property, You agree to have the Property Transferee sign the transfer agreement. YOU ACKNOWLEDGE AND AGREE THAT UNTIL THE PROPERTY TRANSFEREE HAS SIGNED THE TRANSFER AGREEMENT, YOU SHALL REMAIN RESPONSIBLE FOR ALL OBLIGATIONS IN THIS AGREEMENT. *(ii) Prepayment*. You may elect to fully prepay all of Your remaining monthly payments of the Energy Price during the Term of this Agreement and assign the agreement to the Property Transferee. The "***Prepayment Price***" will be equal to the sum of the remaining monthly payments of the Energy Price (based on Our reasonable estimation of the energy to be produced) due to Us during the Term, discounted by five percent (5%). After Our receipt of Your payment of the Prepayment Price and a signed transfer agreement, the Property Transferee will not be obligated to pay any remaining monthly payments for the Energy Price during the Term, but the Property Transferee will assume all other obligations under this Agreement. Prepayments do not constitute down payments or progress payments. REGARDLESS OF WHETHER YOU PREPAY THIS AGREEMENT, WE WILL OWN THE SYSTEM AND THE SYSTEM INTERESTS AS PROVIDED IN SECTION 4(i) HERETO, and Our obligations to operate and maintain the System under Section 4(a) hereto will continue throughout the Term. *(iii) Relocation*. We may remove the System from Your current Property and reinstall the System on Your new home; *provided* that each of the following requirements are satisfied, in Our sole discretion: (1) Your new home's Insolation is not less than Your current Property; (2) the relocation is permitted by the Utility and applicable law; (3) Your new home is located within Our service territory and the service territory of the Utility to which You are connected as of the Transaction Date; (4) before We remove the System, You will pay to Us all fees, Our estimated labor, equipment, and overhead costs associated with removal, relocating, and reinstalling the System, and any loss of value in or recapture of System Interests, including (without limitation): rebates, incentives, or solar renewable energy credits; (5) You will execute an amendment to this Agreement that identifies the new Property and adjusts the Energy Price, as applicable, to a rate consistent with the location of the new Property; and (6) You provide any third party consents or releases required by Us in connection with the new Property. *(iv) Early Purchase*. In connection with a Property Transfer after the sixth (6th) anniversary of the In-Service Date, You may elect the Early Purchase Option pursuant to Section 3(c).

6. Special Circumstances.

(a) System Shutdowns. *(i) Safety Shutdown*. In addition to Our right to shut down the System for maintenance, We may shut down the System if We reasonably believe that Property conditions or activities of persons on the Property, which are not under Our control, whether or not under Your control, may interfere with the safe operation of the System (a "***Safety Shutdown***"). During the pendency of a Safety Shutdown, You will pay Us the Shutdown Payment. *(ii) Property Vacated.* In the event that You vacate Your Property for any period of time as a result of an event that is not a Force Majeure Event or a Seller Default, You will continue to pay Us for all the Energy produced by the System. *(iii) Interconnection Deactivation.* If interconnection with the Utility becomes deactivated for reasons that are not (1) a Force Majeure Event, or (2) caused by or related to Our unexcused action or inaction, such that the System is no longer able to produce electricity or transfer electricity to You or to the Utility, You will pay Us the Shutdown Payment. *(iv) Shutdown Payment.* The "***Shutdown Payment***" shall equal the sum of (1) payments of the Energy Price that You would have made to Us as described in Section 3(b) for the Energy that would have been produced by the System during the period of the shutdown; (2) the value to Us of the System Interests that We would have received during such shutdown; and (3) applicable taxes. Determination of the amount of Energy that would have been produced during the period of the shutdown shall be based on estimated levels of production. If We bill You for the Shutdown Payment because the System is not reporting Energy production to Us, and We subsequently determine that We have either overestimated or underestimated the actual Energy production, then We will adjust the next invoice with a non-refundable credit (for over-billing) or an additional charge (for under-billing). You will not be charged for Shutdown Payment when the System is not producing Energy due to Our fault. If a shutdown pursuant to Section 5(e) or this Section 6(a) continues for one hundred and eighty (180) days or longer, We may, in Our sole discretion, terminate this Agreement and require You to pay the Default Payment.

(b) Events of Default. *(i) Customer Default.* A "***Customer Default***" shall mean the occurrence of any of the following: (1) Your failure to make any payment under this Agreement within ten (10) days of when due and such failure is not cured within ten (10) days after We give You written notice of such failure; (2) Your failure to perform any obligation under this Agreement and such failure is not cured within thirty (30) days after We give You written notice of such failure; (3) You deny Us, Our contractors or agents, governmental authorities, or the Utility access to Your Property and such access is not given within thirty (30) days after We give You written notice of the failure to provide such access; (4) Your bankruptcy, insolvency, or admission of Your inability to pay Your debts as they mature; or (5) Your Property becoming subject to a foreclosure proceeding or Your failure to perform any obligation which is secured by Your Property. *(ii) Remedies for Customer Default.* If a Customer Default occurs, We may exercise any of the following remedies: (1) terminate this Agreement and demand You pay the Default Payment; (2) leave the System in place on Your Property, but deny You use of the Energy it produces, which may be redirected and sold at Our election; (3) disconnect or take back the System as permitted by applicable law; (4) engage a collection agency to collect payments from You; (5) report Your default to credit reporting agencies; (6) suspend Our performance under the Agreement; and/or (7) exercise any other remedy available to Us in this Agreement or under applicable law. Seller's remedies set forth in this Section 6(b)(ii) are cumulative and not exclusive. *(iii) Seller Default.* A "***Seller Default***" shall mean Our failure to perform any of Our material obligations under this Agreement and the effect of such failure is not cured within thirty (30) days after You give Us written notice of such failure. *(iv) Remedies for Seller Default.* If a Seller Default occurs and is continuing, You may: (1) terminate this Agreement and request removal of the System from Your Property; and/or (2) except as provided below, exercise any other remedy available to You in this Agreement or under applicable law. Notwithstanding the foregoing, You will have no right to claim damages as a result of the termination of this Agreement, except for (1) the actual costs to remove the System, if We fail to remove the System from Your Property pursuant to Section 6(c); and (2) any damages to Your Property resulting from the removal of the System by Us or Our contractor. *(v) Default Payments.* If this Agreement is terminated for any reason, other than if this Agreement is cancelled pursuant to the Notice of Cancellation, or terminated pursuant to Section 6(d) or a Seller Default, You will pay to Us the Default Payment. The "***Default Payment***" shall be an amount equal to the sum of: (1) the Prepayment Price, (2) any other amounts due and owing under this Agreement, including (without limitation) late fees, (3) Our fees and costs associated with removal of the System from Your Property, (4) loss of expected benefits from the System, including (without limitation) benefits and sources of revenue associated with the System Interests, and (5) Our other documented losses. You agree that the Default Payment fairly reflects the value of the System, and, in the case of a Customer Default, is a fair representation of the damages and losses that We expect to incur. After You pay to Us the Default

Payment, We will transfer ownership of the System to You on an "As Is, Where Is" basis; *provided* that We will retain all right and title to the System Interests.

(c) Termination and Cancellation. *(i) Termination by Seller.* We may, in Our sole discretion, terminate this Agreement: (1) if prior to the In-Service Date, upon delivery of written notice to You. We may exercise Our right to terminate under this Section for one or more of the following reasons including (without limitation): (A) Your roof's Insolation (as defined in Section 5(f)) is inadequate, (B) the roof sections on Your Property are too small, (C) Your energy needs fall below Our minimum requirements, (D) Your Property's electrical infrastructure is insufficient to support the System, (E) Your Property's roof and structural elements are insufficient to support the System, (F) Your roof type is not compatible with the installation of the System, (G) the requirements of permitting authorities, Your Utility, and/or Your home owners' association restrict installation of the System, (H) any rebate, credit, incentive, or other Environmental Attributes for the System are less than We originally estimated, and/or (I) a change in applicable law has occurred, including any applicable Utility tariffs. And (2), We may also terminate this Agreement upon the occurrence of a Customer Default. Within ninety (90) days after termination of this Agreement, other than under the circumstances in which the System is transferred to You under Sections 2(b)(iii), 3(c), 5(n)(iv), or 6(c)(v), We will remove the System and restore all rooftop penetrations to be free from leaks. If We elect to terminate this Agreement, We will have no further liability to You. *(ii) Termination by Customer.* You may terminate this Agreement upon a Seller Default. *(iii) Cancellation by Customer*. You may cancel this Agreement pursuant to the terms of the Notice of Cancellation.

(d) Force Majeure. If You or We are unable to perform any of the obligations under this Agreement because of a Force Majeure Event, such affected Party will be excused from whatever performance is affected by the Force Majeure Event; *provided* that the suspension of such obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event. "***Force Majeure Event***" shall mean any event, condition, or circumstance beyond the control of the affected Party which, by the exercise of due foresight such Party could not reasonably have been expected to avoid, and which by the exercise of due diligence such Party without fault attributable to it is unable to overcome, including, but not limited to, action by a governmental authority, the failure to act on the part of any governmental authority or the Utility (*provided* that such action has been timely requested and diligently pursued), failure to obtain or maintain a permit, license, consent, or approval (*provided* that such Party has made timely and reasonable commercial efforts to obtain and maintain the same), labor dispute, strike, work-stoppage, slow-down, lock-out, flood, earthquake, volcano, fire, lightning, wind, epidemic, war, terrorism, riot, economic sanction or embargo, civil disturbance, act of god, unavailability of electricity from the Utility, equipment, supplies of products, power or voltage surge caused by someone other than the affected Party, or failure of equipment not utilized by or under the control of the affected Party. In no event shall a Force Majeure Event excuse You from any of Your payment obligations under this Agreement.

(e) Arbitration of Disputes. **PLEASE READ THIS PROVISION CAREFULLY. BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT, WITH LIMITED EXCEPTIONS, ANY DISPUTE BETWEEN US SHALL BE RESOLVED BY BINDING ARBITRATION.** Arbitration is more informal than a lawsuit in court. In arbitration, disputes are resolved by an appointed arbitrator instead of a judge or jury. Therefore, by signing below, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. By signing below, You also agree to bring claims against Us only in Your individual capacity and YOU ARE WAIVING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. *Procedures before Initiating Arbitration or Suit:* Most customer concerns can be resolved quickly and amicably by calling Our customer service department at 877.404.4129 and We encourage You to contact Us about any concern. Prior to commencing arbitration or an action in small claims court, a Party must first send a written "Notice of Dispute" via certified mail to the other Party. The Notice of Dispute must be sent to VIVINT SOLAR DEVELOPER, LLC, 1800 W Ashton Blvd, Lehi, UT 84043, Attn: Legal Department. We will send the Notice of Dispute to Your billing address. The Notice of Dispute must describe the nature and basis for the Dispute and the relief sought. If You and We are unable to resolve the Dispute within thirty (30) days thereafter, then either Party may commence arbitration or an action in small claims court as set forth below.

Scope of this Arbitration Provision: Either You or We may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy arising out of or relating to (i) any aspect of the relationship between You and Us, whether based in contract, tort, statute, or any other legal theory; (ii) this Agreement or any other agreement concerning the subject matter hereof; (iii) any breach, default, or termination of this Agreement; and (iv) the interpretation, validity, or enforceability of this Agreement, including the determination of the scope or applicability of this Section 6(e) (each, a "***Dispute***"). Any questions about whether any Dispute is subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Nothing in this arbitration provision shall preclude You or Us from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. This arbitration agreement applies to any and all Disputes now in existence, including any Dispute arising before You executed this Agreement, or that may arise in the future, and it survives the termination of this Agreement and the Parties' relationship, including Your payment in full, and Your filing of bankruptcy. All Disputes will be on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that if You or We elect to arbitrate a Dispute, You will not be able to participate in or receive any remedy from a class action, private attorney general action, or other representative or collective action as either a class representative or as a member of the class. The arbitrator shall not have any authority to (i) entertain a claim, or to award any relief, on behalf of or against anyone other than a named party to the arbitration; or (ii) join any other party to the arbitration. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("***FAA***") (9 U.S.C. §§ 1-16). Any claim against a state home improvement guarantee fund by You shall be stayed until the completion of any mandatory arbitration proceeding. If any Dispute is advanced in a court, arbitration may be elected under this provision instead, and the right to arbitration shall not be deemed to have been waived if the election is made at any time before commencement of trial.

Right to Pursue Claims in Small Claims Court: Alternatively, You or We may pursue a Dispute in small claims court; *provided* that the action remains in that court, is made on behalf of or against You only and is not made part of a class action, private attorney general action, or other representative or collective action.

Arbitration Procedures: The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures and in accordance with JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (*available at:* http://www.jamsadr.com, the "***JAMS Rules***") and under the rules set forth in this Agreement. The arbitration proceedings and submissions shall be confidential and the arbitrator and will take reasonable steps to protect customer account information and other confidential information.

Claims for less than $10,000: If the relief sought by either Party is for less than $10,000, the following shall apply. You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing near Your Property consistent with the JAMS Rules. After We receive notice that You have commenced arbitration, We will promptly reimburse You for Your payment of any filing fees. If the arbitrator issues You an award that is greater than the value of Our last written settlement offer made before an arbitrator was selected (or if We did not make a settlement offer before an arbitrator was selected), then We will pay You the lesser of the amount of the award or $10,000, plus reasonable attorneys' fees incurred by You and awarded by the arbitrator.

Claims for $10,000 or more: If the relief sought by either Party is for $10,000 or more, all fees and costs (including filing fees, administration and arbitrator fees, all attorneys' fees, travel expenses, and other costs of the arbitration) shall be borne by You and Us in accordance with the JAMS Rules, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness, and applicable law. The arbitration shall be conducted at a mutually agreeable location near Your Property.

Arbitration Award: Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned, written decision sufficient to explain the essential findings and conclusions on which the award is based and judgment on an arbitration award may be entered in any court of competent jurisdiction. No matter the circumstances, the arbitrator shall not award damages or any other award to either Party that is inconsistent with the limitations set forth in this arbitration provision or Section 7(a). Except as expressly set forth herein, the payment of all costs, filing fees, and administration and arbitrator fees will be governed by the JAMS Rules. Under no circumstances will We seek from You payment or reimbursement of any fees that We incur in connection with arbitration.

NOTICE: BY CHECKING THE BOX BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY BINDING NEUTRAL ARBITRATION AS PROVIDED BY THE FAA AND OTHER APPLICABLE LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY CHECKING THE BOX BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE FAA AND OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. YOU HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

(f) Governing Law. This Agreement, and any instrument or agreement required hereunder, shall be governed by, and construed under, the internal laws of the state where the Property is located.

7. Miscellaneous.

(a) Limitation of Liability. You understand that: (i) We are not an insurer of Your Property, personal property, or personal safety of persons in or on Your Property; (ii) You are solely responsible for providing any insurance with respect to Your Property and its contents; (iii) the amount You pay to Us, is based only on the value of the Energy produced by the System and not on the value of Your Property or its contents; (iv) the System may not always operate properly for various reasons; (v) it is difficult to determine in advance the value of the components of the System that might be lost or destroyed if the System fails to operate properly; and (vi) it is difficult to determine in advance what portion, if any, of any property loss, personal injury, or death would be proximately caused by Our failure to perform, Our negligence, or a failure of the System, or the System installation. NOTWITHSTANDING ANY BREACH OF THIS AGREEMENT, ANY FAILURE OF THE SYSTEM, OR ANY NEGLIGENT ACT THAT CAUSED ANY INJURY OR LOSS (WHETHER PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH) TO ANYONE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU AGREE THAT, UNLESS SUCH INJURY OR LOSS WAS CAUSED BY A PARTY'S GROSS NEGLIGENCE, FRAUD, VIOLATIONS OF LAW, OR WILLFUL INJURY, SUCH PARTY'S LIABILITY ARISING OUT OF OR RELATING TO (1) SYSTEM REPAIRS OR REPLACEMENT UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE DEFAULT PAYMENT, AND (2) DAMAGE TO PERSONS AND PROPERTY SHALL IN NO EVENT EXCEED $2,000,000. YOU AND WE AGREE THAT THIS AMOUNT IS A FAIR REPRESENTATION OF THE DAMAGES THAT YOU OR WE EXPECT TO INCUR IN THE CASE OF ANY INJURY OR LOSS HEREUNDER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO CLAIM SHALL BE MADE BY YOU AGAINST US OR ANY OF OUR AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (WHETHER OR NOT THE CLAIM THEREFORE IS BASED ON CONTRACT, TORT, DUTY IMPOSED BY LAW, OR OTHERWISE), IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY ACT OR OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH. YOU HEREBY WAIVE, RELEASE, AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN YOUR FAVOR. YOU FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO CLAIM, LAWSUIT, OR ANY OTHER LEGAL OR ARBITRATION PROCEEDING IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT MAY BE BROUGHT, COMMENCED OR FILED MORE THAN ONE

(1) YEAR AFTER THE INCIDENT GIVING RISE TO SUCH CLAIM. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS SECTION 7(a) AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

(b) Indemnification. To the fullest extent permitted by applicable law, You hereby agree to indemnify, advance expenses, and hold harmless Us and Our affiliates, directors, employees, agents, contractors, and Our successors and assigns (each, a "*Covered Person*") from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands, and liens of any kind or nature in connection with, arising out of, or in any way related to (i) Your breach of this Agreement, or (ii) Your negligence or willful misconduct; *provided, however*, Your indemnification obligations under this Section 7(b) shall not apply if the harm or damage that is the basis for such third party claim occurred while one of Our employees or agents was at Your Property and such harm or damage was caused by the gross negligence, violation of law, or willful misconduct of such employee or agent.

(c) Amendments and Waivers. This Agreement (including all exhibits and notices attached hereto) may only be amended or modified by an instrument in writing signed by both You and Us.

(d) Entire Agreement. This Agreement, the Customer Packet, and any other agreements or documents incorporated herewith, constitute the entire agreement between You and Us and supersede all prior oral and written negotiations, communications, discussions and correspondence pertaining to the subject matter hereof. If you execute a Residential Power Purchase Agreement after the Transaction Date, the later-signed Residential Power Purchase Agreement shall supersede and replace this Agreement in its entirety.

(e) Our Transfer. We may assign, sell, or transfer (in whole or in part) this Agreement, the System, or the System Interests without Your consent and without notice. If such assignee agrees in writing to assume all of Our rights and obligations under this Agreement, We will have no further liability or obligation under this Agreement upon the effectiveness of such assignment.

(f) Binding Effect. This Agreement shall be binding upon and inure to the benefit of You and Us and Our and Your respective legal representatives, successors, and permitted assigns. Except as otherwise expressly provided in this Agreement, or by operation of law, neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by You without Our prior written consent. Any assignment by You without Our prior written consent shall be void.

(g) Notice. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing delivered to the applicable Party at the Installation Location set forth on the first page of this Agreement or to such other address as any Party may designate from time to time by written notice to the other Party.

(h) Survival. After termination or expiration of this Agreement, any provisions which by their nature are intended to survive such termination or cancellation shall survive, including (without limitation) Sections 2(b), 3, 4(d), (g), (i), 5, 6, and 7, and Exhibits A and B attached hereto, and the Customer Packet.

(i) Severability. If any provision of this Agreement is held to be invalid, prohibited, voidable, or otherwise unenforceable by an arbitrator or court of competent jurisdiction, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed invalid, prohibited, voidable, or unenforceable, and in all other respects this Agreement shall remain in full force and effect; *provided*, *however*, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

(j) Counterparts. This Agreement may be executed in one or more counterparts, and all such counterparts shall be deemed to constitute one instrument. A facsimile or portable document format ("pdf") shall constitute an original for purposes hereof.

(k) Publicity. You hereby authorize Us to use Your and Your Property's voice, photograph, video, and likeness in print media, radio, television, e-mail, social media, web materials, and any audio or video recording; *provided* that We agree that We will not disclose any of Your personally identifying information (except as provided in Section 7(l)). You waive and forever release Us for any Dispute relating to or arising out of this Section 7(k).

(l) Consumption Monitoring and Data Handling. *(i) Collection of Consumption Monitoring Data.* In connection with Our installation of the System, We may install, operate, and maintain an energy consumption monitoring device on Your Property. Through such device, We will collect and store information about energy usage at Your Property (the "***Consumption Data***"), and We may use and disclose such Consumption Data to Our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers. We may combine the Consumption Data with other data, including (without limitation): personally identifiable information, Your credit report, Meter Data, data regarding energy generation at Your Property, and/or other data (collectively, "***Data***"). *(ii) Handling of Data.* We may use Data for the following purposes (in each case to the extent permitted by law): (1) to operate, maintain, provide, and enhance the System; (2) for Our internal purposes, including (without limitation): research and development, improvement of Our product and service offerings, and creation of new product and service offerings; and (3) to customize content and communications We may provide to You. *(iii) Disclosure of Data.* We will not disclose any Data from You or Your Property without Your consent, other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been de-identified); (2) in order to provide Our products or services to You (including working with third-party service providers who may host, maintain, or otherwise process Data for Us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if We believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect Us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of Our services and any facilities or equipment used to make Our service available, or (E) protect Our property or other legal rights (including, but not limited to, enforcement of Our agreements), or the rights, property, or safety of others; (5) to Our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; or (6) for any purpose to which You have provided Your express consent. *(iv) Access to Data.* So long as no Customer Default has occurred or is continuing under this Agreement, We will make certain Consumption Data available to You via the Vivint Solar Account Center, *available at:* https://account.vivintsolar.com. (v) *Data Security.* We use certain physical, managerial, and technical safeguards that are designed to improve the integrity and security of Data in Our possession and control. We cannot, however, ensure or warrant the security of all Data or guarantee that Data may not be accessed, disclosed, altered, or destroyed by breach of any of Our physical, technical, or managerial safeguards.

(m) Electronic Records. As part of Your relationship with Us, You are entitled by law to receive certain information "in writing". The federal E-SIGN Act and certain state laws allow Us to provide this information to You electronically, instead, with Your prior consent. Because it is more efficient to communicate electronically, all information, documents, and agreements between You and Us will be in electronic form. There is a five dollar ($5) processing fee for all notices and other documents We mail to You in paper (except for Your first copy of this Consent or the Customer Agreement). You can avoid this fee by agreeing below to receive documents electronically. *(i) Consent to Use Electronic Records and Signatures.* You consent and agree to receive electronically all communications, agreements, documents, notices, records, disclosures, and other information (collectively, "***Electronic Records***") that We provide in connection with the Services. Electronic Records include (without limitation): this Agreement, the Notice of Cancellation, and the Customer Packet. We will provide these Electronic Records to You by emailing them to You at the most recent e-mail address that We have on file for You and by making these available to You via Vivint Solar Account Center. We reserve the right (in Our sole discretion) to communicate with You via U.S. mail. You further agree and consent that We may use and obtain from You electronic signatures (such as Your act of clicking, checking, signing using a digital pen, or otherwise manifesting Your assent) in the processing of Electronic Records. *(ii) Option to Receive Paper Copies.* If We provide You with Electronic Records, and You want a copy in paper, You may contact Our customer service department at 877.404.4129 during Our normal business hours and request a paper version. All requests for paper copies of Electronic Records must be made within ninety (90) days of the date We provided the Electronic Record to You. We will send Your paper copy to You via U.S. mail. We will provide these Electronic Records to You by mailing them to You at the most recent mailing address that We have on file for You. Unless prohibited by law, We reserve the right to charge You a processing fee of five dollars ($5) per requested paper copy. (iii) *Your Right to Withdraw Consent.* You have the right to withdraw Your consent at any time. If You wish to withdraw Your consent, You must contact Our customer service department at 877.404.4129. If You elect to receive required notices and disclosures only in paper format, it will slow the speed at which We can complete certain steps in transactions with You and delivering the Services to You. If You withdraw Your consent and elect to receive required notices and disclosures by paper, then Our monthly processing fee of five dollars ($5) per requested paper copy shall apply. *(iv) Keep Your Information Current with Us.* In order to ensure that We are able to provide You with the Electronic Records and other information from time to time, You must notify Us of any change in Your e-mail address. You may change the e-mail address on record for You by contacting Our customer service department at 877.404.4129 during Our normal business hours. You understand and agree that if We send to You an Electronic Record, but You do not receive it because the most recent e-mail address that We have on file for You is incorrect, out of date, blocked by Your service provider, filtered by Your service provider as "spam" or "junk mail", or You are otherwise unable to receive the Electronic Record, We will be deemed to have provided the Electronic Record to You, unless We receive actual notice that You did not receive the e-mail. *(v) Hardware and Software Requirements.* In order to access and retain Electronic Records, You must have: (1) a computer with an Internet connection; (2) a compatible web browser with cookies enabled; (3) Adobe Acrobat Reader version 8.0 and above to open documents in ".pdf" format; and (iv) a valid and accessible e-mail account. If a change in hardware or software is needed in order for You to access or retain Electronic Records, and that change would create a material risk that You would not be able to access or retain Your Electronic Records, We will give You notice of the revised hardware or software requirements. Continuing to use the Services after receiving notice is reaffirmation of Your consent.

(n) Authorization to Receive Telephone Calls and Text Messages. In addition, from time to time, We may wish to communicate with You via telephone call and/or SMS text message. By checking the box below, You consent to receive autodialed telephone calls and SMS text messages from Us, Our affiliates, Our contractors, or on Our behalf in connection with the Services and other products and services provided by us and Our affiliates at the most recent mobile telephone number that We have on file for You. You also agree and understand that in addition to purely informational texts, these SMS text messages also may include promotional material related to Our Services, and Our and Our affiliates' products and services, that they may be sent using an automatic telephone dialing system, and that You are not required to agree to receive telephone calls or SMS text messages as a condition of entering into this Agreement. Standard call and text message charges may apply from Your wireless provider.

(o) Customer Information Sharing and Cross-Marketing Consent. (i) *Permission to Share Your Customer Information with Affiliates*. You expressly authorize Us to share your name, contact information, Property location, and other information we have collected or obtained about You ("***Customer Information***") with Our affiliates, including Vivint, Inc. and its affiliates. (ii) *Permission for Us and Our Affiliates to Contact You*. You expressly authorize Us and Our affiliates, including Vivint, Inc. and its affiliates, and others that may act on Our or Vivint, Inc.'s behalf, to: (1) call and/or send SMS text messages to You as authorized by Section7(n); (2) send You electronic mail; and (3) send You mail through the U.S. Postal Service. You may opt-out of receiving marketing communications from Us or Our affiliates by contacting Us at 877.404.4129.

(p) Credit Authorization. In connection with the execution of this Agreement and at any time during the Term, You hereby authorize Us to (i) obtain Your credit rating and report from credit reporting agencies to confirm whether You are able to make payments as required under this Agreement; (ii) to report Your payment performance to credit reporting agencies; and (iii) disclose this and other information to Our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers.

(q) Lenders' Rights. In order to clarify Your and Our obligations in the event of a foreclosure of the Property, and to ensure compliance of this Agreement with Fannie Mae's Selling Guide Topic B2 3-04 (as published on June 28, 2016) (the "*Fannie Mae Requirements*"), notwithstanding anything to the contrary contained in this Agreement, You and We agree as follows: *(i) Home Value.* The System should not be included in the appraised value of the Property. *(ii) Utility Power.* You are required to maintain access and connection to the Utility at all times throughout the Term. *(iii) Debt-to-Income.* Because this Agreement is a power purchase agreement (not a lease or loan), Your payment under this Agreement should be excluded from the debt-to-income (DTI) ratio in accordance with the Fannie Mae Requirements. Notwithstanding the foregoing, We provide this information to You for informational purposes only. We do not provide any representation or guarantee concerning the decisions that may be made by any financing party or Property Transferee in the future. *(iv) Damage to the Property.* We will repair any damage to the Property or Your belongings that We cause, except as limited elsewhere in this Agreement. Upon removal of the System, We will repair and restore all rooftop penetrations to be free from leaks. *(v) Customer's Property Insurance.* We agree not to be named loss payee or a named insured on Your property insurance policy covering Your Property. *(vi) Foreclosure.* If the Property is transferred to another person or entity by reason of foreclosure, trustee's sale, deed in lieu of foreclosure, or other proceeding for the enforcement of a security instrument on the Property, the transferee (including its successors and assigns, the "*Foreclosure Transferee*") may elect one of the following options: (1) request that We remove the System within ninety (90) days, and, to the extent this Agreement runs with the land, terminate this Agreement; (2) assume the obligations in writing under this Agreement and become the beneficiary hereunder, without payment of any transfer charge or similar fee; or (3) enter into a new agreement with Us on terms no less favorable than this Agreement. In addition to electing one of the foregoing options, the Foreclosure Transferee shall be required to provide written notice to Us concerning the date of the foreclosure and documentation reasonably satisfactory to Us that evidences the Foreclosure Transferee's ownership of the Property. *(vii) Notice of System Ownership.* You consent to and agree that We will file a notice of ownership in the real property records where the Property is located pursuant to the terms of this Agreement. You and We agree that the notice is not nor should it be construed as a title impediment or an encumbrance on the Property. Other than Our ownership rights in the System and the System Interests, and Our right to access the Property to install, operate, and maintain the System during the Term, We have no property right, security interest, or lien in or on the Property.

(r) PRESCREEN AND OPT-OUT NOTICE. THIS "PRESCREENED" OFFER OF CREDIT IS BASED ON INFORMATION IN YOUR CREDIT REPORT INDICATING THAT YOU MEET CERTAIN CRITERIA. THIS OFFER IS NOT GUARANTEED IF YOU DO NOT MEET OUR CRITERIA. IF YOU DO NOT WANT TO RECEIVE PRESCREENED OFFERS OF CREDIT FROM US AND OTHER COMPANIES, CALL THE CONSUMER REPORTING AGENCIES TOLL-FREE, 888.567.8688; OR WRITE: EXPERIAN OPT OUT, DMA MAIL PREFERENCE SERVICE, PO BOX 643, CARMEL, NY 10512; TRANSUNION NAME REMOVAL OPTION, P.O. BOX 505 WOODLYN, PA 19094; EQUIFAX OPTIONS, P.O. BOX 740123 ATLANTA, GA 30374-0123.

[PLEASE READ THIS SECTION CAREFULLY]

✓ BY CHECKING THIS BOX, YOU AGREE TO ARBITRATION AND WAIVE THE RIGHT TO A JURY TRIAL AS DESCRIBED IN SECTION 6(e), AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

✓ BY CHECKING THIS BOX, YOU AGREE TO RECEIVE ELECTRONIC RECORDS AS FURTHER DESCRIBED IN SECTION 7(m), AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

✓ BY CHECKING THIS BOX, YOU AGREE AND OPT-IN TO RECEIVING TELEPHONE CALLS AND TEXT MESSAGES AS FURTHER DESCRIBED IN SECTION 7(n), AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

✓ BY CHECKING THIS BOX, YOU AGREE THAT WE MAY SHARE INFORMATION ABOUT YOU WITH OUR AFFILIATES, AND THAT OUR AFFILIATES MAY CONTACT YOU, AS FURTHER DESCRIBED IN SECTION 7(o), AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE AND NOTICE TO CUSTOMERS

A. INCORPORATED DOCUMENTS. These documents are incorporated into this Agreement and apply to the relationship between You and Us: (1) Residential Solar Power Purchase Agreement, (2) Exhibit A: Notice of Cancellation, (3) Exhibit B: State Notices and Disclosures, (4) Exhibit C: Certificates of Insurance, and (5) Customer Packet.

B. WE HAVE NOT GUARANTEED, PROMISED OR OTHERWISE REPRESENTED ANY REDUCTION IN ELECTRICITY COSTS IN RELATION TO THE SYSTEM THAT WILL BE INSTALLED ON YOUR PROPERTY.

C. IT IS NOT LEGAL FOR US TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REMOVE GOODS INSTALLED UNDER THIS AGREEMENT.

D. DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ ALL OF ITS PAGES. You acknowledge that You have read and received a legible copy of this Agreement, that We have signed the Agreement, and that You have read and received a legible copy of every document that We have signed during the negotiation.

E. YOU RISK THE LOSS OF ANY PAYMENTS MADE TO A SALES REPRESENTATIVE.

F. DO NOT SIGN THIS AGREEMENT IF THIS AGREEMENT CONTAINS ANY BLANK SPACES. **You are entitled to a completely filled in copy of this Agreement, signed by both You and Us, before any work may be started.**

G. You have the right to require Us to have a performance and payment bond.

H. CUSTOMER'S RIGHT TO CANCEL. YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE THE LATER OF: (I) MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE TRANSACTION DATE, OR (II) THE START OF ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER: (1) SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY MAIL, E-MAIL, OR FAX; OR (2) PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO: VIVINT SOLAR DEVELOPER, LLC, 1800 W ASHTON BLVD, LEHI, UT 84043, ATTN: PROCESSING DEPARTMENT. IF YOU CANCEL THIS CONTRACT WITHIN SUCH PERIOD, YOU ARE ENTITLED TO A FULL REFUND OF YOUR MONEY. REFUNDS MUST BE MADE WITHIN 10 DAYS OF OUR RECEIPT OF THE CANCELLATION NOTICE. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. DO NOT SIGN BELOW UNLESS WE HAVE GIVEN YOU THE "NOTICE OF CANCELLATION".

VIVINT SOLAR DEVELOPER, LLC

Signature: ______________________

Printed Name: Mark Toone

Salesperson No.: 105938

Date: 2017-07-21

CUSTOMER(S):

Signature: ______________________

Printed Name: Wantalex Tilus

Date: 2017-07-21

Signature: ______________________

Printed Name: ______________________

Date: 2017-07-21

EXHIBIT A
NOTICE OF CANCELLATION

(Customer Copy)

Transaction Date: 2017-07-21 *Service No.:* 5667746

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN FIVE (5) BUSINESS DAYS OF THE ABOVE DATE OR, IF YOU ARE AT LEAST 65 YEARS OLD, WITHIN SEVEN (7) BUSINESS DAYS OF THE ABOVE DATE, OR (IF LATER) UNTIL THE START OF ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO VIVINT SOLAR DEVELOPER, LLC, AT 1800 W ASHTON BLVD, LEHI, UT 84043, ATTN: PROCESSING DEPARTMENT NOT LATER THAN MIDNIGHT OF 2017-08-01 , OR (IF LATER) UNTIL THE START OF ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM.

I HEREBY CANCEL THIS TRANSACTION.

Date: ______________________

Customer's Signature: ______________________

I, Wantalex Tilus , HAVE BEEN PROVIDED ORAL NOTICE THAT I HAVE THE RIGHT TO CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN 5 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION SPECIFIED ON THE "NOTICE OF CANCELLATION," OR, IF I AM AT LEAST 65 YEARS OLD, WITHIN 7 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION SPECIFIED ON THE "NOTICE OF CANCELLATION."

CHECK THIS BOX IF THE BUYER IS AT LEAST 65 YEARS OLD.

✓ BY CHECKING THIS BOX, YOU ACKNOWLEDGE RECEIPT OF THIS NOTICE OF CANCELLATION AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE AS OF THE TRANSACTION DATE.

NOTICE OF CANCELLATION
(Vivint Solar Copy)

Transaction Date: 2017-07-21 *Service No.:* 5667746

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN FIVE (5) BUSINESS DAYS OF THE ABOVE DATE OR, IF YOU ARE AT LEAST 65 YEARS OLD, WITHIN SEVEN (7) BUSINESS DAYS OF THE ABOVE DATE, OR (IF LATER) UNTIL THE START OF INSTALLATION OF THE SYSTEM OR ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO VIVINT SOLAR DEVELOPER, LLC, AT 1800 W ASHTON BLVD, LEHI, UT 84043, ATTN: PROCESSING DEPARTMENT NOT LATER THAN MIDNIGHT OF 2017-08-01 , OR (IF LATER) UNTIL THE START OF ANY WORK AT OR NEAR YOUR PROPERTY ASSOCIATED WITH INSTALLATION OF THE SYSTEM.

I HEREBY CANCEL THIS TRANSACTION.

Date: ______________________

Customer's Signature: ______________________

I, Wantalex Tilus , HAVE BEEN PROVIDED ORAL NOTICE THAT I HAVE THE RIGHT TO CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN 5 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION SPECIFIED ON THE "NOTICE OF CANCELLATION," OR, IF I AM AT LEAST 65 YEARS OLD, WITHIN 7 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION SPECIFIED ON THE "NOTICE OF CANCELLATION."

CHECK THIS BOX IF THE BUYER IS AT LEAST 65 YEARS OLD.

✓ BY CHECKING THIS BOX, YOU ACKNOWLEDGE RECEIPT OF THIS NOTICE OF CANCELLATION AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE AS OF THE TRANSACTION DATE.

EXHIBIT B – MARYLAND
STATE NOTICES AND DISCLOSURES

A. HOME IMPROVEMENT CONTRACT. This Agreement is not intended and shall not be construed to be a "Home Improvement Contract" under the Md. Code Bus. Law § 8-101, *et seq.* or Md. Code Regs. 09.08.01.01, *et seq.* (together, the "***MD HIC Laws***"). Our installation of the System is not intended and shall not be construed to be a "Home Improvement" under the MD HIC laws. Although We will install a solar energy system on Your Property's roof, We are not improving Your Property because the System is and shall at all times throughout the Term remain Our sole personal property. The System is a power generating appliance that is capable of being installed and removed without material alteration or damage to Your Property. As provided in Section 4(i) above, (i) the System is not a fixture and is not intended to become a part of Your real property; and (ii) the installation of the System is not a repair, remodeling, alteration, conversion, modernization, or addition to, Your real property. In the event that the MD HIC laws are held to apply to this Agreement and any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, prohibited, unenforceable, or voidable pursuant to the Maryland law, then this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed invalid, prohibited, unenforceable, or voidable, and in all other respects this Agreement shall remain in full force and effect; *provided*, *however*, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

B. CONTRACTOR LIENS. **This contract may create a lien against Your Property to secure payment and may cause a loss of Your Property if You fail to pay the amount agreed upon. You have the right to consult an attorney. You have the right to rescind this contract within three business days after the date You sign it by notifying the contractor in writing that You are rescinding the contract. Pursuant to the terms of this Agreement, if You fail to make any payment when due hereunder, We may file a lien on Your Property.**

C. DISPUTES. (1) Formal mediation of disputes between homeowners and contractors is available through the Maryland Home Improvement Commission; (2) The Maryland Home Improvement Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors; (3) A homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund; and (4) under Business Regulation Article, §8-405(c), Annotated Code of Maryland, a claim against the Home Improvement Guaranty Fund by an owner shall be stayed until completion of any mandatory arbitration proceeding.

D. CONTRACTORS ARE REQUIRED TO BE LICENSED. Each contractor and each subcontractor must be licensed by the Maryland Home Improvement Commission. Anyone may ask the Maryland Home Improvement Commission about a contractor or subcontractor. For information about contractor licensing requirements, contact the Maryland Home Improvement Commission at http://www.dllr.state.md.us/license/mhic or 888.218.5925.

E. ARBITRATION FEE SCHEDULE (COMAR § 09.08.01.25(A)(2)). We are required to provide the fee schedule for any mandatory fees to be charged for an arbitration under the terms of Section 6(f). Arbitration costs vary widely depending on the amount in dispute, the parties involved, and other factors specific to each individual arbitration. The amounts listed in this Exhibit represent a good-faith effort by Us to estimate the costs of an arbitration under this Agreement. Actual costs may be more or less than the amounts listed below. Estimated arbitration costs include: (i) filing and case management fees of $800 per day; (ii) the average cost of an arbitrator at $600 per day; and (iii) the average daily cost to rent a hearing room at $150 per day. The maximum amount of the arbitration costs listed in the preceding sentence that You will be required to pay is $250, regardless of the outcome. The costs listed above do not include any estimate of attorneys' fees. Other than the costs specifically listed in this Exhibit, all costs of arbitration and enforcement will be determined and allocated by the arbitrator.

✓ BY CHECKING THIS BOX, YOU ACKNOWLEDGE RECEIPT OF THIS EXHIBIT B, AGREE TO ALL TERMS AND CONDITIONS HEREIN, AND AGREE THIS CHECKBOX CONSTITUTES YOUR ELECTRONIC SIGNATURE.

EXHIBIT C
OUR INSURANCE

A. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). As of the Transaction Date, Vivint Solar Developer, LLC and Our affiliates carry commercial general liability insurance written by Axis Specialty Europe (Policy No. 3776500116EN). You may call Axis at 353.632.5900 to check Our insurance coverage. A copy of our certificate of insurance as of the Transaction Date is available below.

B. WORKERS' COMPENSATION INSURANCE. As of the Transaction Date, Vivint Solar Developer, LLC and Our affiliates carry workers' compensation insurance for all employees written by Zurich American Insurance Company (NAIC #: 16535) and American Zurich Insurance Company (NAIC No.: 40142). You may call Zurich American Insurance Company and American Zurich Insurance Company at 800.382.2150 to check Our insurance coverage. A copy of Our certificate of insurance as of the Transaction Date is available below.

C. PROPERTY INSURANCE. As of the Transaction Date, Vivint Solar Developer, LLC and their affiliates carry property insurance for all Vivint Solar properties written by Lloyds of London (Quota Share program) (Policy No. P17GR00861). You may call Diversified Insurance Company at 801.325.5000 to check Our insurance coverage. A copy of Our certificate of insurance as of the Transaction Date is available below.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
1225 17TH STREET, SUITE 1300
DENVER, CO 80202-5534
Attn: Denver.CertRequest@marsh.com | Fax: 212-948-4381

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Axis Specialty Europe	
INSURER B : Zurich American Insurance Company	16535
INSURER C : American Zurich Insurance Company	40142
INSURER D : Navigators Insurance Company	42307
INSURER E :	
INSURER F :	

INSURED
Vivint Solar, Inc.
Vivint Solar Developer LLC
Vivint Solar Provider LLC
1800 W. Ashton Blvd.
Lehi, UT 84043

COVERAGES **CERTIFICATE NUMBER:** SEA-002920134-22 **REVISION NUMBER:** 22

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3776500117EN	01/29/2017	11/01/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP509601502	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Ded	$ 1,000
A	X UMBRELLA LIAB X OCCUR			3776500217EN	01/29/2017	11/01/2018	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			GL Only			AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC509601302	11/01/2016	11/01/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		AZ, CA, CT, FL, HI, MA, MD, NJ,			E.L. EACH ACCIDENT	$ 1,000,000
				NM, NY, PA, SC, TX, UT			E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC509601402 (MA)	11/01/2016	11/01/2017	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	EXCESS LIABILITY			GA16EXC888919IV	11/01/2016	11/01/2017	EACH OCCURRENCE	$5,000,000
	AUTO/EL ONLY						AGGREGATE	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance Only

CERTIFICATE HOLDER

Vivint Solar, Inc
Vivint Solar Developer LLC
Vivint Solar Provider LLC
1800 W Ashton Blvd
Lehi, UT 84043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Kathleen M. Parsloe Kathleen M. Parsloe

ACORD®

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 3/30/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY — PHONE (A/C, No, Ext): (801) 325-5000

Diversified Insurance Group
136 E. South Temple Street
Suite 2300
Salt Lake City UT 84111

FAX (A/C, No):
E-MAIL ADDRESS: nrichards@digrisk.com

CODE: SUB CODE:

AGENCY CUSTOMER ID #: 00011045

COMPANY

Lloyds of London(Quota Share Program)
c/o Worldwide Facilities
725 Figueroa Street, Suite 1900
Los Angeles CA 90017

INSURED

Vivint Solar, Inc
1800 W Ashton Blvd.

Lehi UT 84043

LOAN NUMBER:

POLICY NUMBER: P17GR00861

EFFECTIVE DATE: 4/1/2017 — EXPIRATION DATE: 4/1/2018 — ☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

All Vivint Solar leased/rented warehouses/offices/storage locations
Residential Solar Operations-shedudule of locations on file with carrier

Property consisting of solar energy systems,tools,equipment,office furniture,supplies, forklifts and combined Business Interruption/Extra Expense

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Policy Limit-Property,Business Income/Extra Expense-Per Occ.	$50,000,000	$5,000
All Prop in Course of Construction/Installation	$1,000,000	$5,000
Installation Coverage-Per Jobsite	$250,000	$5,000
Flood (annual aggregate)	$25,000,000	See Below
Earth Movement-CA (annual aggregate)	$25,000,000	See Below
Earth Movement-Outside CA (annual aggregate)	$25,000,000	See Below
Property in due course of Transit	$250,000	$5,000
Operational Solar Panel Systems & Related Equipment	$500,000	$5,000
Offsite Property/Misc Unnamed Locations	$500,000	$5,000
Boiler & Machinery Coverage	Included	

REMARKS (Including Special Conditions)

Deductibles: Earth Movement, Flood and Named Windstorm 2% of the total insurable values of all locations sustaining direct damage, subject to $100K min,per occurrence. Business Interruption/Extra Expense 72 Hour Deductible.
Removal of Debris-25% of Loss; Pollutant Cleanup Removal $100,000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

Evidence of Insurance

☐ MORTGAGEE ☐ ADDITIONAL INSURED
☐ LOSS PAYEE

LOAN #

AUTHORIZED REPRESENTATIVE

Matthew Henriod/NR

ACORD 27 (2009/12)
INS027 (200912).02

Maryland REALTORS®

MARYLAND HOMEOWNERS ASSOCIATION ACT
DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED **April 7, 2026** TO CONTRACT OF SALE
BUYER(S): ____________________
SELLER(S): **Wantalex Tilus**
PROPERTY: **10205 Balsamwood Drive, Laurel, MD 20708**

The following disclosures are provided by the Vendor ("Seller") to the Buyer who intends to occupy or rent the lot for residential purposes pursuant to 11B-106 of the Maryland Homeowners Association act ("the Act"):

(1). The lot which is the subject of the contract of sale is located within the development known as **Montpelier Woods**

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are $ **130.00** per month payable on a **annual** basis.

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association was: $ **140.00** .

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot are __________ or are not WT (**Seller to initial applicable provision**) delinquent. If any of the foregoing are delinquent, Seller to explain, giving amounts and dates of delinquency:

____

____

(3). Seller to initial (i) or (ii) and complete as appropriate:

WT (i). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development is:
Name: **MWHOA Attn.: Treasuer**
Address: **P.O. Box 2645, Laurel, MD 20709**
Telephone: **(240)554-2438**

_______ (ii). No agent or officer is presently so authorized by the homeowners association.

(4). Seller to initial (i) or (ii) and complete as appropriate:

_______ (i). Seller has actual knowledge of: (Seller to initial all which apply)

_______ A. The existence of any unsatisfied judgments or pending lawsuits against the homeowners association: if (A) is initialed, explain: ____________________

_______ B. Any pending claims, covenant violations actions, or notices of default against the lot. If (B) is initialed, explain: ____________________

WT (ii). Seller has no actual knowledge of any of the items listed in (4)(i) above.

(5). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the Buyer shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable items.)

WT A. Articles of incorporation;
WT B. Declaration of covenants and restrictions;
WT C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;
WT D. The bylaws and rules of the primary development, and other related developments to the extent reasonably available.

(ii). Obligations contained in the attached copies of documents: (Seller to initial any applicable provision.)

A. Are WT or Are Not ________ enforceable against an owner;

B. Are WT or Are Not _________ enforceable against the owner's tenants.

The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

Seller hereby acknowledges that Seller has provided all information necessary to complete this Addendum, in compliance with the Act, and that Seller has reasonable grounds to believe and does believe, after reasonable investigation, that the information and statements herein provided to Buyer are true and that there is no omission to state a material fact necessary to make the statements not misleading.

Wantalex Tilus	06/24/2026		
Seller **Wantalex Tilus**	**Date**	**Seller**	**Date**

Buyer hereby acknowledges that Buyer, on the date indicated below, has received all of the disclosures contained herein, including attachments as indicated, and that Seller has fully complied with the disclosure requirements of the Act.

Buyer	**Date**	**Buyer**	**Date**

BYLAWS
OF
MONTPELIER WOODS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Montpelier Woods Homeowners Association, Inc., hereinafter referred to as the "Association." Meetings of members and directors of the Association may be held at such places within the State of Maryland, County of Prince George's, as may from time to time be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Montpelier Woods Homeowners Association, Inc. a Maryland corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto within Montpelier Woods as may hereafter be subjected to the Declaration or any amendment or supplemental Declaration.

Section 4. "Common Areas" shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the members of the Association.

Section 5. "Recreation Common Areas" shall mean that portion of the "Common Areas" as shall be developed from time to time as footpaths or as recreation facilities to serve the residents of the Properties.

Section 6. “Dwelling unit” shall mean any building situated within the Properties that has been first designated as a residence.

Section 7. "Lot" shall mean and refer to any plot or parcel of land included within the Properties and shown upon any recorded subdivision map or plat except for the Common Area.

Section 8. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties dated August 19, 1977, and recorded among the Land Records of Prince George's County, Maryland, in Liber 4843 at folio 552 and any and all amendments and supplements thereto from time to time made and recorded.

ARTICLE III

MEMBERSHIP

Section 1. Every person or entity who is a record owner of any Lot which is subject to the Declaration and any amendments hereto, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation. No owner shall have more than one membership per owned Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. "The rights of membership are subject to the payment of the annual assessment levied by the Association, late payment charges as determined by the Board and such interests and costs as are authorized by the Declaration, the obligation of which assessments, charges and costs is imposed against each Owner and becomes a lien upon the property against which such assessments, charges and costs are made as provided by Article V of the Declaration.

Section 3. The membership rights of any person whose interest in the Properties is subject to assessments under Article III, Section 2, hereof, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessment remains unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1, hereof, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed sixty (60) days.

Section 4. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside upon the Properties. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, hereof to the same extent as those of the member.

ARTICLE IV

VOTING RIGHTS

Homeowners in good standing (as defined in Article IX, Section 1(b) below) are voting members, and shall be entitled to one vote for each Lot in which said member holds the interest required for membership by Article III; provided, however, that, where more than one person holds such interest in any one lot, all such persons shall be members, the vote for such lot to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE V

MEETING OF MEMBERS

Section 1. An annual meeting of the members shall be held during the month of October on a day designated by the Board of Directors.

Section 2. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of any meetings of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Notice may be given to the member either personally, by email (if the member has Opted In to receive email communications), or by sending a copy of the notice through the mail. Notice of any meeting, regular or special, shall be provided at least ten (10) days in advance of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting; provided, however, that if the business of any meeting shall involve any action governed by the Declaration, notice of such meeting shall be given and sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. The affairs of this Association shall be managed and controlled by a Board of Directors. The number of Directors shall be seven (7), which number may be increased or decreased by Amendment to these Bylaws but shall never be fewer than three (3). Said Directors shall be denominated as the Board of Directors.

Section 2. Vacancies on the Board of Directors shall be filled by the selection of the majority of remaining directors, any such appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

Section 3. At each annual meeting, the members shall elect Directors, who shall be elected for a term of one (1) year.

Section 4. Any Director may be removed from the Board, with or without cause, by members of the Association entitled to cast a majority vote.

Section 5. No Director shall receive compensation for any service he may render to the Association in his capacity as Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. The Directors shall have the right to take any action in absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members' representatives of members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members as the Committee in its discretion shall determine.

Section 2. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. The new Directors shall be installed during the next meeting of the Board of Directors following their election.

ARTICLE VIII

MEETING OF DIRECTORS

Section 1. Regular, open meetings of the Board of Directors shall be held in February, April, June, August, and October. There is no meeting in December. Meetings are generally held on the fourth (4^{th}) Monday of the month. The Board will provide advanced notice of open meetings, to include location, time, and agenda. The Board may convene closed working/planning meetings as needed.

Section 2. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon

(b) suspend the voting rights and right to use of the Recreation Common Areas by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations

(c) appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever

(d) establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2, hereof

(e) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same

(f) borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property

(g) grant such easements, rights of way and licenses in and through the Common Area as it shall from time to time deem necessary or desirable

(h) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors

(i) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties

(j) amend the Declaration in accordance with Article XIII, Section 4, thereof

(k) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration

Section 2. It shall be the duty of the Board of Directors to:

(a) cause to be kept a record of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the voting membership

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed

(c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period

(2) send written notice of each assessment to every Owner subject thereto

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association

(f) cause the Common Area to be maintained

Section 3. Liability and Indemnification of Officers and Directors. The Corporation shall indemnify every officer and director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then

Board of Directors of the Corporation) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation (except to that extent that such officers or directors may also be a member of the Corporation) and the Corporation shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Corporation, or former officer or director of the Corporation may be entitled.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. The officers shall be chosen by a majority vote of the Board of Directors.

Section 3. The officers of this Association shall hold office during the pleasure of the Board of Directors.

Section 4. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all promissory notes, leases, mortgages, deeds and other written instruments.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association. The treasurer shall keep proper books of account; shall prepare an annual budget; and shall prepare or cause to be prepared a statement of income and expenditures to be presented to the membership at its regular meeting.

ARTICLE XI

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII

BOOKS AND RECORDS

The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Montpelier Woods Homeowners Association, Inc., 1977, Corporate Seal, Maryland.

ARTICLE XIV

AMENDMENTS

Section 1. These Bylaws may be amended, altered, repealed, or added to at a regular meeting of the members or at any special meeting called for that purpose, by affirmative vote of a majority of a quorum of members present in person or by proxy. These Bylaws may also be amended, altered, repealed, or added to a regular or special meeting of the Board of Directors, by affirmative vote of a majority of the Directors.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV

NOTICES

Notice required to be given under the provisions of these Bylaws to any director, officer or member shall not be construed to mean personal notice but may be given in writing by depositing the same in a post office or letter box, in a prepaid mailing, addressed to such member, officer or director at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Any member, officer or director may waive, in writing, any notice required to be given under these Bylaws, whether before or after the time stated herein.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year.

MWHOA Annual Bill

January 8, 2026

Dear Montpelier Woods Homeowner:

The Board of Directors of the Montpelier Woods Homeowners Association (MWHOA) approved an annual assessment of **$130** per household for the year 2026, which is $10 less than in 2025! This annual assessment is due on March 1, 2026. The money from this assessment will be used to maintain the common areas, distribute quarterly newsletters, enforce architectural guidelines, and provide occasional community functions.

Note: MWHOA will no longer be charging late fees! Instead, if you are turned over to our lawyer for Collections (about **June 1**), they will assess interest on the assessments owed.

Please complete the payment coupon below and return it along with your cash or check made payable to MWHOA. It would be a big help to the treasurer if you placed your payment and coupon slip *back into the envelope this invoice came in*, and dropped it into the white mailbox on Basswood Drive near Snowden Road. You may also pay via PayPal by going to www.mwhoa.com (scroll to the bottom of the Home page; you do not need to log in), however a $5.21 service fee will be added making your total payment $135.21. (Note to new owners: mortgage companies do NOT pay this bill. You must pay us directly.)

If you have questions about this assessment, please contact the association at 240-554-2438, or email treasurer@mwhoa.hoaspace.com. Please help our community by paying on time; payment is not optional

Paula Oas
MWHOA Treasurer

- -

PAYMENT COUPON ***(Enclose this coupon with your payment.)***

Name of Owner(s) ____

Mont. Woods Address (just House # and Street!) ____________________________

(New) If there is a CHANGE to your contact info, please check this box ☐ and give it below.

Phone Number: ________________ E-mail Address: ____________________________

To maintain privacy, phone numbers & e-mail addresses will only be available to MWHOA.

Mail with your check to: MWHOA Attn: Treasurer P.O. Box 2645 Laurel, MD 20709 **-OR-** Deposit in the white MWHOA dropbox (Located next to the Little Library on Basswood Drive near Snowden Road)	**Amount due March 1, 2026: $130.00** Amount Enclosed: $______________

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF THE IRWIN FAMILY

THIS DECLARATION made this 19th day of August, 1977 by Felix M. Irwin, Jr., Maye H. Irwin, Jeanette I. Sims, Rose Irwin Hasty, Felicia M. Jackson, Eva Sue Cronin and Juanita I. Scarff, hereinafter collectively referred to as the "Irwin Family" and as the "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the MONTPELIER WOODS Subdivision, located in the Laurel District of Prince George's County, Maryland, which is more particularly described as follows:

Lots 47 through 50 inclusive, Block D; Lots 39 thru 74 inclusive, Block G; Lots 1 thru 7 inclusive, Block E; and Parcels Nos. 1, 2 and 3 as per plat of subdivision entitled "Plat One, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 8 thru 54, inclusive, Block E; Lots 1 thru 23 inclusive, Block F; and Parcel No. 4 as per plat of subdivision entitled "Plat Two, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 1 through 14 inclusive, Block C; Lots 1 thru 46 inclusive, Block D; Lots 9-13 inclusive and 30-38 inclusive, Block G; Lots 1-4 inclusive, Block H, and Parcels. 5 and 6, as per plat of subdivision entitled "Plat Four, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 14 thru 29 inclusive, Block G, and Parcel No. 7, as per plat of subdivision entitled "Plat Five, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration. Parcel E is specifically excluded from the effect of this Declaration.

Lots 1 thru 8 inclusive, Block G; Lots 5 thru 72 inclusive, Block H; and Parcels Nos. 8 and 9, as per plat of subdivision entitled "Plat Six, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 1 thru 40 inclusive, Block A and Parcels Nos. 10 and 11 as per plat of subdivision entitled "Plat Seven, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lot 1, Block B is specifically excluded from the effect of this Declaration.

WHEREAS, Declarant will convey the said properties subject to the protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof; their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1 "Association" shall mean and refer to Montpelier Woods Homeowners Association, Inc., a Maryland corporation, its successors and assigns.

Section 2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3 "Properties" shall mean and refer to that certain real property hereinabove described and Lots 75 through 94, inclusive, and parcels Nos. 12 and 13, as per a plat of resubdivision of Parcel "E: entitled "Plat Eight, Montpelier Woods", and such further additions thereto within Montpelier Woods as may hereafter be subjected to this Declaration, or any amendment or supplemental declarations.

Section 4 Common Area shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the owners. In order to be so designated, the property must be (a) shown on a recorded subdivision plat and included within the "Properties" by this Declaration or any amendment thereto; and (b) specifically designated as "Common Areas" by this Declaration or any amendment thereto. The Common Area to be owned by the Association at the following times is as follows:

A. Parcels Nos. 1, 2, and 3 as per plat of subdivision entitled "Plat One, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

B. Parcel No. 4 as per plat of subdivision entitled "Plat Two, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association to the conveyance of the first lot in said plat of subdivision.

C. Parcels Nos. 5 and 6 as per plat of subdivision entitled "Plat Four, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

D. Parcel 7 as per plat of subdivision entitled "Plat Five, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

E. Parcels Nos. 8 and 9 as per plat of subdivision entitled "Plat Six, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

F. Parcels Nos. 10 and 11 as per plat of subdivision entitled "Plat Seven, Montpelier Woods," as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

G. Parcels Nos. 12 and 13 as per plat of resubdivision of Parcel "E" entitled "Plat Eight, Montpelier Woods," as hereinabove referenced, shall be conveyed to the Association concurrently with the execution of this Second Amendment.

Section 5 "Recreational Common Areas" shall mean the portion of the "Common Area" as shall be developed from time to time as footpaths or as recreational facilities to serve the residents of the "Properties".

Section 6 "Dwelling Unit" shall mean and refer to any building or portion of a building situated within the Properties and originally designated and intended for use and occupancy as residence by a single family.

Section 7 "Completed Dwelling Unit" shall mean a dwelling unit that has been first occupied as a dwelling, once occupied said dwelling unit shall thereafter be a completed dwelling unit regardless of its occupancy.

Section 8 "Lot" shall mean and refer to any plot or parcel of land included within the "Properties" and shown upon any recorded subdivision map or plat with the exception of the Common Area.

Section 9 "First Mortgagee" shall mean and refer to the holder of the first mortgage or deed of trust of any "Lot" which is improved by a "Dwelling Unit".

Section 10 "Declarant" shall mean and refer to the "Irwin Family" as above described, the heirs, personal representatives, successors and assigns from any of the family members, the successors and assigns from the Irwin Family collectively including, but not limited to Pulte Home Corporation, a body corporate, at such time as such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 11 "Member" shall mean and refer to any person or entity who holds membership in the Association.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the Recreational Common Ares by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(b) the right of the Association, in accordance with its Articles and By-Laws, to borrow for the purpose of improving the Common Area and Recreational Common Areas and in aid thereof to mortgage said property., and the rights of homeowners hereunder shall be subordinate to the rights of the mortgagee in said properties, provided however, that no mortgage of the Common Area shall be valid or effective unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote per mortgage) shall have given their prior written approval, and unless an instrument signed by members entitled to cast two- thirds of the votes of the Class A membership and two-thirds of the Class B membership, if any has been recorded, consenting to said mortgage;

(c) the right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or the Board of Directors. Except as hereinafter provided, no such dedication or transfer shall be effective unless at least seventy- five (75%) percent of the first mortgagees (based upon one vote per mortgage) shall have given their prior written approval and unless an instrument signed by members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the Class B membership, if any has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance. Without the assent or signature of the membership being required, the Board of Directors shall have the right to grant such easements, rights of way, and licenses and to dedicate such streets and roads in and through the Common Area, as it shall from time to time deem necessary or desirable. Without the approval of first mortgagees being required, the Board of directors shall have the right to grant easements for public utilities or for other public purposes consistent with the intended use of Common Area and the Recreational Common Area;

Section 2. Delegation of Use

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Recreational Common Area to the members of his family, his tenants, or contract purchasers who reside on the property, and such other persons as may be permitted by the Association.

Section 3. Designation of Common Areas

The Declarant hereby covenants for itself, its successors and assigns, that as to all land subsequently annexed pursuant to ARTICLE XII Section 1, Declarant will within sixty (60) days after such annexation or annexations designate the Common Area, if any, included therein.

Section 4. Title to the Common Area

The Declarant hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the herein designated Common Area, subject to all easements, covenants, conditions and restrictions of record, to the Association at the times specified in Article I, Section 4.

At the time Declarant designates the Common Area within any subsequently annexed land, it will establish a schedule for the conveyance of said Common Area to the Association, but notwithstanding any such schedule, the Declarant shall not later than January 1, 1983, convey fee simple title to all Common Areas to the Association, subject to all encumbrances, liens, easements, covenants and restrictions of record.

ARTICLE III
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration of Covenants and any amendments hereto, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV
VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A - Class A members shall be all those Owners as defined in Article II with the exception of Declarant, until such time as Declarant's membership is converted as hereinafter provided. Class A members shall be entitled to one vote for each Lot, in which said member holds the interest required for membership by Article Ill; provided, however, that, where more than one person holds such interest in any one lot, all such persons shall be members, the vote for such lot to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B - The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III; provided, however, that the Class B membership shall cease and · be converted to Class A membership, with the voting rights therein applicable, upon the happening of either of the following events, whichever occurs earlier; (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or (b) on January 1, 1983.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal obligation of Assessments

The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) the hereinafter provided applicable annual assessment or charge and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment

The assessments levied by the Association shall be used exclusively for the following purposes: the promotion of the recreation, health, safety and welfare of the residents in the Properties; the payment of all costs relating to the maintenance and operation of the Association; the operation, improvement, maintenance, replacement and repair of the Common Areas, the Recreational Common Areas, and the dwelling units situated with the "properties", including, but not limited to, the maintenance, improvement, and establishment of any pathways, parks, roads and fences, and any and all other facilities located or established from time to time thereon and including the cost of all labor, equipment, materials, management, supervision and all other costs directly or indirectly incident thereto; the promotion, improvement and maintenance of the beautification of the Montpelier Woods Subdivision; the payment of any taxes or assessments levied from time to time by any lawful authority against the said Common Areas and Recreational Common Areas; the payment of all insurance from time to time carried on the Common Areas and Recreational Common Areas or the facilities located thereon; and the improvement and maintenance of the Properties, services and facilities devoted to the promotion of the health, recreation, safety and welfare of the residents in the Properties.

Section 3. Annual Assessment

(a) Until January 1 of the year immediately following the first conveyance of Common Area to the Association, the maximum annual assessment shall be twenty-five ($25.00) and no/100 Dollars per lot improved by a completed dwelling unit, adjusted in accordance with Section 7 hereof.

(b) From and after January 1 of the year immediately following the first conveyance of the Common Area to the Association, the maximum annual assessment may be increased each year by an amount not more than either five (5%) percent above the maximum assessment for the previous year or the percentage increase in the previous year in the consumer price index (U.S. Bureau of Labor Statistics, Consumer Price Index, "All Items United States", or a substitute index) whichever is greater, without a vote of the membership.

(c) From and after January 1 of the year immediately following the first conveyance of the Common Area to the Association, the maximum annual assessment may be increased above either five (5%) percent of the maximum assessment for the previous year or the consumer price index, whichever is greater, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) Except as hereinafter provided in this section (d), there shall be no annual assessment on any Lot until it is improved by a completed Dwelling Unit. The assessment for each Lot shall be adjusted as of the first day of the month following the time when said unit becomes a completed dwelling unit From and after January 1, 1983, the annual assessments for all Lots, regardless of improvements, shall be fixed as the full amount established for a Lot which is improved by a completed Dwelling Unit.

(e) After consideration of (i) current maintenance costs, (ii) requirements for an adequate reserve fund for replacement of improvements on and to the Common Area and Recreational Common Area (iii) future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum for the said year.

(f) An adequate reserve fund for the replacement of the improvements on and to the Common Areas and Recreational Common Areas must be established and funded by the annual assessment.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas and Recreational Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting dully called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment

Except as provided in Section 3 hereof, annual assessments must be fixed at a uniform rate for all Lots. Special assessments must be fixed at a uniform rate for all Lots. There shall, however, be no rate adjustment due to Lot size. Annual assessments shall be payable monthly, semi-annually or annually in advance as determined from time to time by the Board of Directors.

Section 7. Date of Commencement of Annual and Special Assessments Due Dates

The annual assessments provided for herein shall commence as to each Lot within the Properties at such time as the dwelling unit that shall be located thereon shall be first occupied, thereafter said assessment shall be fully effective whether said dwelling unit be occupied or not; provided, however, that should no dwelling unit be constructed or erected on any said Lot or first occupied by January 1, 1983, the annual assessment herein provided for shall commence on January 1, 1983. In no event shall the annual assessments provided for herein commence prior to the first day of the month following the first conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due date of any special assessment authorized under Section 4 shall be fixed in the resolution authorizing such assessment. Written notice of the annual and special assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish to Owner, to any mortgagee or to any contract purchaser a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates except as to a first mortgage. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney's fee for any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage

The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien.

However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien for all such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The term mortgage or mortgages shall include Deed of Trust or Deeds of Trust.

Section 10. Exempt Property

The following property subject to this Declaration shall be exempt from the assessments created therein: (a) all properties dedicated to an accepted local public authority; (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Deficits in Annual Maintenance Costs

So long as Declarant shall maintain Class B membership, it shall pay annually to or for the benefit of the Association any current deficit which shall exist between the actual maintenance costs incurred by the Association for said year and annual maintenance assessments charged by the Association, pursuant to this Article V.

ARTICLE VI
PARTY WALLS

Section 1. General Rules of Law to Apply

Each wall which is built as part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Maryland regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing

Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. Right to Contribution Runs with Land

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section 6. Arbitration

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all arbitrators shall be final and conclusive of the question involved.

ARTICLE VII
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change (including but not limited to change of exterior house color) or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. The Board of Directors or its architectural control committee shall be permitted to make a reasonable charge for the review of any such plans and specifications. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The construction undertaken by or at the direction of Declarant shall not be subject to the terms of this provision.

ARTICLE VIII
EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE IX
USE RESTRICTIONS

The Dwelling Units shall be used exclusively for such purposes as shall be permitted from time to time by the Zoning Ordinances for Prince George's County.

ARTICLE X
EASEMENTS

The properties herein described shall be subject to all easements and restrictions of record.

ARTICLE XI
COMMON AREA FACILITIES

Declarant covenants to construct a pathway of approximately 1400 linear feet, four feet wide, with four inches of bituminous paving running from Parcel E, Plat Five “Montpelier Woods,” across Parcel No. 7, Plat Five “Montpelier Woods” and the adjoining Parcel No.__, Plat One "Montpelier Woods" to Snowden Road. The pathway above described shall be constructed immediately after substantially all of the lots adjacent to the proposed pathway have been improved by dwelling houses or when, if ever, a school is constructed on Parcel E, whichever shall first occur.

ARTICLE XII
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. It is contemplated that Declarant may resubdivide and develop additional portions of the Montpelier Woods Subdivision, of Prince George's County, Maryland, all or part of which Declarant may wish to subject to the protective covenants, conditions, restrictions, reservation liens and charges herein set forth. For a period of ten years from the date of this Declaration, the Declarant shall be permitted, without the assent of Class A members being required, to from time to time annex to said Properties so much of the following described property as it shall subdivide for development and shall wish to have annexed:

Parcel E, as per plate entitled "Plat Five, Montpelier Woods", as hereinbefore referred.

Section 2. Annexation of all other additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast **sixty** (60%) percent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XIII
GENERAL PROVISIONS

Section 1, Enforcement. The Association, or any Owner, or any first mortgagee shall have the right to enforce, by any preceding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2, Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3, Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4, Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as hereinafter provided, this Declaration as from time to time amended and the covenants and the restrictions of this Declaration may be fully altered and/or amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety (90%) percent of the total votes of the membership, and thereafter by an instrument signed by members entitled to cast not less than seventy-five (75%) percent of the total votes of the membership. In the event that any portion of the herein described properties or any portion of property hereafter annexed shall be financed by or shall be sought by Declarant to be financed by loans insured by the Veterans' Administration or the Federal Housing Administration or in the event that any loans secured by first mortgagee on any "Lots" and/or "Dwelling Units", are purchased by the Federal Home Loan Mortgage Corporation by the Federal National Mortgage Corporation or by a similar type organization, the Board of Directors of the Association may without the assent of the membership being required amend this Declaration and do such other acts as are necessary to comply with the requirements of the Veterans' Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or said similar type organization as the case may be. Any amendment must be properly recorded.

Section 5, FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans' Administration, should same have a financial interest in the Properties arising out of initial financing to an Owner; dedication of Common Area, Amendments of the Declaration of Covenants, Conditions, and Restrictions (except such amendments as shall be required to annex additional property as per Article XII Section 1, which Amendment shall not require FHA or VA approval).

Section 6, First Mortgage Approval. Notwithstanding any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association or Laws of Maryland expressly or implied to the contrary, neither the membership of the Association nor the Board of Directors of the Association shall without the prior written approval of at least seventy-five (75%) percent of the first mortgagees (based upon one vote for each mortgage) be entitled to:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Common Areas nor improvements thereon which are owned, directly or indirectly, by the Association.

The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed to transfer within the meaning of this clause.

(2) Change the method of determining the obligations, assessments, or other charges which may be levied against any Owner.

(3) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural control or the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of party walls of common fences and driveways, or the upkeep of lawns and plantings.

(4) fail to maintain Fire and Extended Coverage on insurable Common Area improvements on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);

(5) Use hazard insurance proceeds for losses to any Common Area improvements for other than the repair, replacement or reconstruction of such improvements;

(6) Annexation of properties in addition to those permitted to be amended by Article XII, Section 1.

(7) Amend this Declaration of Covenants, Conditions and Restrictions (except for annexation of properties authorized by Article XII Section 1).

IN WITNESS WHEREOF, the said Irwin family has caused these presents to be executed by their duly appointed attorneys in fact, Felix M. Irwin, Jr. and Edgar Sims, Jr., as per Special Power of Attorney recorded among the Land Records for Prince George's County, Maryland.

Witness: Declarant:

_____________________ _____________________

Felix M. Irwin, Jr

MONTPELIER WOODS HOMEOWNERS ASSOCIATION. INC

P.O. Box 2645
LAUREL, MARYLAND 20709

BYLAWS

DECLARATION OF COVENANTS

ARTICLES OF INCORPORATION

Bylaws amended – April 2021

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BYLAWS
OF
MONTPELIER WOODS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Montpelier Woods Homeowners Association, Inc., hereinafter referred to as the "Association." Meetings of members and directors of the Association may be held at such places within the State of Maryland, County of Prince George's, as may from time to time be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Montpelier Woods Homeowners Association, Inc. a Maryland corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto within Montpelier Woods as may hereafter be subjected to the Declaration or any amendment or supplemental Declaration.

Section 4. "Common Areas" shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the members of the Association.

Section 5. "Recreation Common Areas" shall mean that portion of the "Common Areas" as shall be developed from time to time as footpaths or as recreation facilities to serve the residents of the Properties.

Section 6. "Dwelling unit" shall mean any building situated within the Properties that has been first designated as a residence.

Section 7. "Lot" shall mean and refer to any plot or parcel of land included within the Properties and shown upon any recorded subdivision map or plat except for the Common Area.

Section 8. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties dated August 19, 1977, and recorded among the Land Records of Prince George's County, Maryland, in Liber 4843 at folio 552 and any and all amendments and supplements thereto from time to time made and recorded.

ARTICLE III

MEMBERSHIP

Section 1. Every person or entity who is a record owner of any Lot which is subject to the Declaration and any amendments hereto, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation. No owner shall have more than one membership per owned Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. "The rights of membership are subject to the payment of the annual assessment levied by the Association, late payment charges as determined by the Board and such interests and costs as are authorized by the Declaration, the obligation of which assessments, charges and costs is imposed against each Owner and becomes a lien upon the property against which such assessments, charges and costs are made as provided by Article V of the Declaration.

Section 3. The membership rights of any person whose interest in the Properties is subject to assessments under Article III, Section 2, hereof, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessment remains unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1, hereof, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed sixty (60) days.

Section 4. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside upon the Properties. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, hereof to the same extent as those of the member.

ARTICLE IV

VOTING RIGHTS

Homeowners in good standing (as defined in Article IX, Section 1(b) below) are voting members, and shall be entitled to one vote for each Lot in which said member holds the interest required for membership by Article III; provided, however, that, where more than one person holds such interest in any one lot, all such persons shall be members, the vote for such lot to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE V

MEETING OF MEMBERS

Section 1. An annual meeting of the members shall be held during the month of October on a day designated by the Board of Directors.

Section 2. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of any meetings of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Notice may be given to the member either personally, by email (if the member has Opted In to receive email communications), or by sending a copy of the notice through the mail. Notice of any meeting, regular or special, shall be provided at least ten (10) days in advance of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting; provided, however, that if the business of any meeting shall involve any action governed by the Declaration, notice of such meeting shall be given and sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. The affairs of this Association shall be managed and controlled by a Board of Directors. The number of Directors shall be seven (7), which number may be increased or decreased by Amendment to these Bylaws but shall never be fewer than three (3). Said Directors shall be denominated as the Board of Directors.

Section 2. Vacancies on the Board of Directors shall be filled by the selection of the majority of remaining directors, any such appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

Section 3. At each annual meeting, the members shall elect Directors, who shall be elected for a term of one (1) year.

Section 4. Any Director may be removed from the Board, with or without cause, by members of the Association entitled to cast a majority vote.

Section 5. No Director shall receive compensation for any service he may render to the Association in his capacity as Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. The Directors shall have the right to take any action in absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members' representatives of members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members as the Committee in its discretion shall determine.

Section 2. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. The new Directors shall be installed during the next meeting of the Board of Directors following their election.

ARTICLE VIII

MEETING OF DIRECTORS

Section 1. Regular, open meetings of the Board of Directors shall be held in February, April, June, August, and October. There is no meeting in December. Meetings are generally held on the fourth (4^{th}) Monday of the month. The Board will provide advanced notice of open meetings, to include location, time, and agenda. The Board may convene closed working/planning meetings as needed.

Section 2. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon

(b) suspend the voting rights and right to use of the Recreation Common Areas by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations

(c) appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever

(d) establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2, hereof

(e) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same

(f) borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property

(g) grant such easements, rights of way and licenses in and through the Common Area as it shall from time to time deem necessary or desirable

(h) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors

(i) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties

(j) amend the Declaration in accordance with Article XIII, Section 4, thereof

(k) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration

Section 2. It shall be the duty of the Board of Directors to:

(a) cause to be kept a record of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the voting membership

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed

(c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period

(2) send written notice of each assessment to every Owner subject thereto

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association

(f) cause the Common Area to be maintained

Section 3. Liability and Indemnification of Officers and Directors. The Corporation shall indemnify every officer and director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then

Board of Directors of the Corporation) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation (except to that extent that such officers or directors may also be a member of the Corporation) and the Corporation shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Corporation, or former officer or director of the Corporation may be entitled.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. The officers shall be chosen by a majority vote of the Board of Directors.

Section 3. The officers of this Association shall hold office during the pleasure of the Board of Directors.

Section 4. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all promissory notes, leases, mortgages, deeds and other written instruments.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association. The treasurer shall keep proper books of account; shall prepare an annual budget; and shall prepare or cause to be prepared a statement of income and expenditures to be presented to the membership at its regular meeting.

ARTICLE XI

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII

BOOKS AND RECORDS

The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Montpelier Woods Homeowners Association, Inc., 1977, Corporate Seal, Maryland.

ARTICLE XIV

AMENDMENTS

Section 1. These Bylaws may be amended, altered, repealed, or added to at a regular meeting of the members or at any special meeting called for that purpose, by affirmative vote of a majority of a quorum of members present in person or by proxy. These Bylaws may also be amended, altered, repealed, or added to a regular or special meeting of the Board of Directors, by affirmative vote of a majority of the Directors.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV

NOTICES

Notice required to be given under the provisions of these Bylaws to any director, officer or member shall not be construed to mean personal notice but may be given in writing by depositing the same in a post office or letter box, in a prepaid mailing, addressed to such member, officer or director at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Any member, officer or director may waive, in writing, any notice required to be given under these Bylaws, whether before or after the time stated herein.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year.

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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF THE IRWIN FAMILY

THIS DECLARATION made this 19th day of August, 1977 by Felix M. Irwin, Jr., Maye H. Irwin, Jeanette I. Sims, Rose Irwin Hasty, Felicia M. Jackson, Eva Sue Cronin and Juanita I. Scarff, hereinafter collectively referred to as the "Irwin Family" and as the "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the MONTPELIER WOODS Subdivision, located in the Laurel District of Prince George's County, Maryland, which is more particularly described as follows:

Lots 47 through 50 inclusive, Block D; Lots 39 thru 74 inclusive, Block G; Lots 1 thru 7 inclusive, Block E; and Parcels Nos. 1, 2 and 3 as per plat of subdivision entitled "Plat One, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 8 thru 54, inclusive, Block E; Lots 1 thru 23 inclusive, Block F; and Parcel No. 4 as per plat of subdivision entitled "Plat Two, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 1 through 14 inclusive, Block C; Lots 1 thru 46 inclusive, Block D; Lots 9-13 inclusive and 30-38 inclusive, Block G; Lots 1-4 inclusive, Block H, and Parcels. 5 and 6, as per plat of subdivision entitled "Plat Four, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 14 thru 29 inclusive, Block G, and Parcel No. 7, as per plat of subdivision entitled "Plat Five, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration. Parcel E is specifically excluded from the effect of this Declaration.

Lots 1 thru 8 inclusive, Block G; Lots 5 thru 72 inclusive, Block H; and Parcels Nos. 8 and 9, as per plat of subdivision entitled "Plat Six, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lots 1 thru 40 inclusive, Block A and Parcels Nos. 10 and 11 as per plat of subdivision entitled "Plat Seven, Montpelier Woods", to be recorded among the Land Records of Prince George's County, Maryland, subsequent to the recordation of this Declaration which plat will make specific reference to this Declaration.

Lot 1, Block B is specifically excluded from the effect of this Declaration.

WHEREAS, Declarant will convey the said properties subject to the protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof; their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1 "Association" shall mean and refer to Montpelier Woods Homeowners Association, Inc., a Maryland corporation, its successors and assigns.

Section 2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3 "Properties" shall mean and refer to that certain real property hereinabove described and Lots 75 through 94, inclusive, and parcels Nos. 12 and 13, as per a plat of resubdivision of Parcel "E: entitled "Plat Eight, Montpelier Woods", and such further additions thereto within Montpelier Woods as may hereafter be subjected to this Declaration, or any amendment or supplemental declarations.

Section 4 Common Area shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the owners. In order to be so designated, the property must be (a) shown on a recorded subdivision plat and included within the "Properties" by this Declaration or any amendment thereto; and (b) specifically designated as "Common Areas" by this Declaration or any amendment thereto. The Common Area to be owned by the Association at the following times is as follows:

A. Parcels Nos. 1, 2, and 3 as per plat of subdivision entitled "Plat One, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

B. Parcel No. 4 as per plat of subdivision entitled "Plat Two, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association to the conveyance of the first lot in said plat of subdivision.

C. Parcels Nos. 5 and 6 as per plat of subdivision entitled "Plat Four, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

D. Parcel 7 as per plat of subdivision entitled "Plat Five, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

E. Parcels Nos. 8 and 9 as per plat of subdivision entitled "Plat Six, Montpelier Woods", as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

F. Parcels Nos. 10 and 11 as per plat of subdivision entitled "Plat Seven, Montpelier Woods," as hereinbefore referenced, shall be conveyed to the Association prior to the conveyance of the first lot in said plat of subdivision.

G. Parcels Nos. 12 and 13 as per plat of resubdivision of Parcel "E" entitled "Plat Eight, Montpelier Woods," as hereinabove referenced, shall be conveyed to the Association concurrently with the execution of this Second Amendment.

Section 5 "Recreational Common Areas" shall mean the portion of the "Common Area" as shall be developed from time to time as footpaths or as recreational facilities to serve the residents of the "Properties".

Section 6 "Dwelling Unit" shall mean and refer to any building or portion of a building situated within the Properties and originally designated and intended for use and occupancy as residence by a single family.

Section 7 "Completed Dwelling Unit" shall mean a dwelling unit that has been first occupied as a dwelling, once occupied said dwelling unit shall thereafter be a completed dwelling unit regardless of its occupancy.

Section 8 "Lot" shall mean and refer to any plot or parcel of land included within the "Properties" and shown upon any recorded subdivision map or plat with the exception of the Common Area.

Section 9 "First Mortgagee" shall mean and refer to the holder of the first mortgage or deed of trust of any "Lot" which is improved by a "Dwelling Unit".

Section 10 "Declarant" shall mean and refer to the "Irwin Family" as above described, the heirs, personal representatives, successors and assigns from any of the family members, the successors and assigns from the Irwin Family collectively including, but not limited to Pulte Home Corporation, a body corporate, at such time as such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 11 "Member" shall mean and refer to any person or entity who holds membership in the Association.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the Recreational Common Ares by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(b) the right of the Association, in accordance with its Articles and By-Laws, to borrow for the purpose of improving the Common Area and Recreational Common Areas and in aid thereof to mortgage said property., and the rights of homeowners hereunder shall be subordinate to the rights of the mortgagee in said properties, provided however, that no mortgage of the Common Area shall be valid or effective unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote per mortgage) shall have given their prior written approval, and unless an instrument signed by members entitled to cast two- thirds of the votes of the Class A membership and two-thirds of the Class B membership, if any has been recorded, consenting to said mortgage;

(c) the right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or the Board of Directors. Except as hereinafter provided, no such dedication or transfer shall be effective unless at least seventy- five (75%) percent of the first mortgagees (based upon one vote per mortgage) shall have given their prior written approval and unless an instrument signed by members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the Class B membership, if any has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance. Without the assent or signature of the membership being required, the Board of Directors shall have the right to grant such easements, rights of way, and licenses and to dedicate such streets and roads in and through the Common Area, as it shall from time to time deem necessary or desirable. Without the approval of first mortgagees being required, the Board of directors shall have the right to grant easements for public utilities or for other public purposes consistent with the intended use of Common Area and the Recreational Common Area;

Section 2. Delegation of Use

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Recreational Common Area to the members of his family, his tenants, or contract purchasers who reside on the property, and such other persons as may be permitted by the Association.

Section 3. Designation of Common Areas

The Declarant hereby covenants for itself, its successors and assigns, that as to all land subsequently annexed pursuant to ARTICLE XII Section 1, Declarant will within sixty (60) days after such annexation or annexations designate the Common Area, if any, included therein.

Section 4. Title to the Common Area

The Declarant hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the herein designated Common Area, subject to all easements, covenants, conditions and restrictions of record, to the Association at the times specified in Article I, Section 4.

At the time Declarant designates the Common Area within any subsequently annexed land, it will establish a schedule for the conveyance of said Common Area to the Association, but notwithstanding any such schedule, the Declarant shall not later than January 1, 1983, convey fee simple title to all Common Areas to the Association, subject to all encumbrances, liens, easements, covenants and restrictions of record.

ARTICLE III
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration of Covenants and any amendments hereto, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV
VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A - Class A members shall be all those Owners as defined in Article II with the exception of Declarant, until such time as Declarant's membership is converted as hereinafter provided. Class A members shall be entitled to one vote for each Lot, in which said member holds the interest required for membership by Article Ill; provided, however, that, where more than one person holds such interest in any one lot, all such persons shall be members, the vote for such lot to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B - The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III; provided, however, that the Class B membership shall cease and · be converted to Class A membership, with the voting rights therein applicable, upon the happening of either of the following events, whichever occurs earlier; (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or (b) on January 1, 1983.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal obligation of Assessments

The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) the hereinafter provided applicable annual assessment or charge and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment

The assessments levied by the Association shall be used exclusively for the following purposes: the promotion of the recreation, health, safety and welfare of the residents in the Properties; the payment of all costs relating to the maintenance and operation of the Association; the operation, improvement, maintenance, replacement and repair of the Common Areas, the Recreational Common Areas, and the dwelling units situated with the "properties", including, but not limited to, the maintenance, improvement, and establishment of any pathways, parks, roads and fences, and any and all other facilities located or established from time to time thereon and including the cost of all labor, equipment, materials, management, supervision and all other costs directly or indirectly incident thereto; the promotion, improvement and maintenance of the beautification of the Montpelier Woods Subdivision; the payment of any taxes or assessments levied from time to time by any lawful authority against the said Common Areas and Recreational Common Areas; the payment of all insurance from time to time carried on the Common Areas and Recreational Common Areas or the facilities located thereon; and the improvement and maintenance of the Properties, services and facilities devoted to the promotion of the health, recreation, safety and welfare of the residents in the Properties.

Section 3. Annual Assessment

(a) Until January 1 of the year immediately following the first conveyance of Common Area to the Association, the maximum annual assessment shall be twenty-five ($25.00) and no/100 Dollars per lot improved by a completed dwelling unit, adjusted in accordance with Section 7 hereof.

(b) From and after January 1 of the year immediately following the first conveyance of the Common Area to the Association, the maximum annual assessment may be increased each year by an amount not more than either five (5%) percent above the maximum assessment for the previous year or the percentage increase in the previous year in the consumer price index (U.S. Bureau of Labor Statistics, Consumer Price Index, "All Items United States", or a substitute index) whichever is greater, without a vote of the membership.

(c) From and after January 1 of the year immediately following the first conveyance of the Common Area to the Association, the maximum annual assessment may be increased above either five (5%) percent of the maximum assessment for the previous year or the consumer price index, whichever is greater, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) Except as hereinafter provided in this section (d), there shall be no annual assessment on any Lot until it is improved by a completed Dwelling Unit. The assessment for each Lot shall be adjusted as of the first day of the month following the time when said unit becomes a completed dwelling unit From and after January 1, 1983, the annual assessments for all Lots, regardless of improvements, shall be fixed as the full amount established for a Lot which is improved by a completed Dwelling Unit.

(e) After consideration of (i) current maintenance costs, (ii) requirements for an adequate reserve fund for replacement of improvements on and to the Common Area and Recreational Common Area (iii) future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum for the said year.

(f) An adequate reserve fund for the replacement of the improvements on and to the Common Areas and Recreational Common Areas must be established and funded by the annual assessment.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas and Recreational Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting dully called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment

Except as provided in Section 3 hereof, annual assessments must be fixed at a uniform rate for all Lots. Special assessments must be fixed at a uniform rate for all Lots. There shall, however, be no rate adjustment due to Lot size. Annual assessments shall be payable monthly, semi-annually or annually in advance as determined from time to time by the Board of Directors.

Section 7. Date of Commencement of Annual and Special Assessments Due Dates

The annual assessments provided for herein shall commence as to each Lot within the Properties at such time as the dwelling unit that shall be located thereon shall be first occupied, thereafter said assessment shall be fully effective whether said dwelling unit be occupied or not; provided, however, that should no dwelling unit be constructed or erected on any said Lot or first occupied by January 1, 1983, the annual assessment herein provided for shall commence on January 1, 1983. In no event shall the annual assessments provided for herein commence prior to the first day of the month following the first conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due date of any special assessment authorized under Section 4 shall be fixed in the resolution authorizing such assessment. Written notice of the annual and special assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish to Owner, to any mortgagee or to any contract purchaser a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates except as to a first mortgage. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney's fee for any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage

The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien.

However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien for all such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The term mortgage or mortgages shall include Deed of Trust or Deeds of Trust.

Section 10. Exempt Property

The following property subject to this Declaration shall be exempt from the assessments created therein: (a) all properties dedicated to an accepted local public authority; (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Deficits in Annual Maintenance Costs

So long as Declarant shall maintain Class B membership, it shall pay annually to or for the benefit of the Association any current deficit which shall exist between the actual maintenance costs incurred by the Association for said year and annual maintenance assessments charged by the Association, pursuant to this Article V.

ARTICLE VI
PARTY WALLS

Section 1. General Rules of Law to Apply

Each wall which is built as part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Maryland regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing

Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. Right to Contribution Runs with Land

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section 6. Arbitration

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all arbitrators shall be final and conclusive of the question involved.

ARTICLE VII
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change (including but not limited to change of exterior house color) or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. The Board of Directors or its architectural control committee shall be permitted to make a reasonable charge for the review of any such plans and specifications. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The construction undertaken by or at the direction of Declarant shall not be subject to the terms of this provision.

ARTICLE VIII
EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE IX
USE RESTRICTIONS

The Dwelling Units shall be used exclusively for such purposes as shall be permitted from time to time by the Zoning Ordinances for Prince George's County.

ARTICLE X
EASEMENTS

The properties herein described shall be subject to all easements and restrictions of record.

ARTICLE XI
COMMON AREA FACILITIES

Declarant covenants to construct a pathway of approximately 1400 linear feet, four feet wide, with four inches of bituminous paving running from Parcel E, Plat Five “Montpelier Woods,” across Parcel No. 7, Plat Five “Montpelier Woods” and the adjoining Parcel No.__, Plat One "Montpelier Woods" to Snowden Road. The pathway above described shall be constructed immediately after substantially all of the lots adjacent to the proposed pathway have been improved by dwelling houses or when, if ever, a school is constructed on Parcel E, whichever shall first occur.

ARTICLE XII
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. It is contemplated that Declarant may resubdivide and develop additional portions of the Montpelier Woods Subdivision, of Prince George's County, Maryland, all or part of which Declarant may wish to subject to the protective covenants, conditions, restrictions, reservation liens and charges herein set forth. For a period of ten years from the date of this Declaration, the Declarant shall be permitted, without the assent of Class A members being required, to from time to time annex to said Properties so much of the following described property as it shall subdivide for development and shall wish to have annexed:

Parcel E, as per plate entitled "Plat Five, Montpelier Woods", as hereinbefore referred.

Section 2. Annexation of all other additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast **sixty** (60%) percent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XIII
GENERAL PROVISIONS

Section 1, Enforcement. The Association, or any Owner, or any first mortgagee shall have the right to enforce, by any preceding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2, Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3, Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4, Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as hereinafter provided, this Declaration as from time to time amended and the covenants and the restrictions of this Declaration may be fully altered and/or amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety (90%) percent of the total votes of the membership, and thereafter by an instrument signed by members entitled to cast not less than seventy-five (75%) percent of the total votes of the membership. In the event that any portion of the herein described properties or any portion of property hereafter annexed shall be financed by or shall be sought by Declarant to be financed by loans insured by the Veterans' Administration or the Federal Housing Administration or in the event that any loans secured by first mortgagee on any "Lots" and/or "Dwelling Units", are purchased by the Federal Home Loan Mortgage Corporation by the Federal National Mortgage Corporation or by a similar type organization, the Board of Directors of the Association may without the assent of the membership being required amend this Declaration and do such other acts as are necessary to comply with the requirements of the Veterans' Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or said similar type organization as the case may be. Any amendment must be properly recorded.

Section 5, FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans' Administration, should same have a financial interest in the Properties arising out of initial financing to an Owner; dedication of Common Area, Amendments of the Declaration of Covenants, Conditions, and Restrictions (except such amendments as shall be required to annex additional property as per Article XII Section 1, which Amendment shall not require FHA or VA approval).

Section 6, First Mortgage Approval. Notwithstanding any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association or Laws of Maryland expressly or implied to the contrary, neither the membership of the Association nor the Board of Directors of the Association shall without the prior written approval of at least seventy-five (75%) percent of the first mortgagees (based upon one vote for each mortgage) be entitled to:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Common Areas nor improvements thereon which are owned, directly or indirectly, by the Association.

The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed to transfer within the meaning of this clause.

(2) Change the method of determining the obligations, assessments, or other charges which may be levied against any Owner.

(3) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural control or the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of party walls of common fences and driveways, or the upkeep of lawns and plantings.

(4) fail to maintain Fire and Extended Coverage on insurable Common Area improvements on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);

(5) Use hazard insurance proceeds for losses to any Common Area improvements for other than the repair, replacement or reconstruction of such improvements;

(6) Annexation of properties in addition to those permitted to be amended by Article XII, Section 1.

(7) Amend this Declaration of Covenants, Conditions and Restrictions (except for annexation of properties authorized by Article XII Section 1).

IN WITNESS WHEREOF, the said Irwin family has caused these presents to be executed by their duly appointed attorneys in fact, Felix M. Irwin, Jr. and Edgar Sims, Jr., as per Special Power of Attorney recorded among the Land Records for Prince George's County, Maryland.

Witness: Declarant:

________________________ ____________________________
Felix M. Irwin, Jr.

ARTICLES OF INCORPORATION

OF

MONTPELIER WOODS HOMEOWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a nonstock corporation under the Laws of the State of Maryland, and to that end do hereby adopt Articles of Incorporation as follows:

ARTICLE I: The incorporators, Clarence L. Fossett, Jr. 10210 Greenbelt Road, Seabrook, Maryland 20801, George A. Brugger, 9009 Falls Chapel Way, Potomac, Maryland 20854, and John J. Sellinger, 10374 Eclipse Way, Columbia, Maryland 21044, are at least twenty-one years of age and do associate as incorporators with the intention of forming a corporation.

ARTICLE II: The name of the corporation is:
MONTPELIER WOODS HOMEOWNERS ASSOCIATION, INC.

ARTICLE III: The nature of the business and the objects and purposes to be transacted, promoted and carried on are to do any or all of the things herein mentioned as fully and to the same extent as natural persons might or could do, and in any part of the world, viz:

To promote the recreation, health, safety and welfare of its members and the residents of the Montpelier Woods Subdivision of Prince George's County, Maryland; and to improve and maintain the property owned from time to time by the association including but not limited to the maintenance and improvement of the pathways and any and all other facilities located or established from time to time thereon; and to promote, improve and maintain the beautification of the Montpelier Woods Subdivision.

To have one or more offices and to conduct any or all of its operations and business and to promote its objects, within or without the State of Maryland, without restriction as to place or amount.

To do any or all of the things herein set forth as principal, agent, contractor, trustee or otherwise, alone or in company with others.

The object and purposes specified herein shall be regarded as independent objects and purposes and, except where otherwise expressed, shall be in no way limited nor restricted by reference to or inference from the terms of any other clause or paragraph of this certificate of incorporation.

The foregoing shall be construed both as objects and powers and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred on this corporation by the laws of the State of Maryland.

ARTICLE IV: The post office address of the principal office of the corporation in the State of Maryland is 10210 Greenbelt Road, Seabrook, Prince George's County, Maryland. The name and post office address of the Resident Agent of the corporation in the State of Maryland is Clarence L. Fossett, Jr., 10210 Greenbelt Road, Seabrook, Maryland 20801 and said Resident Agent is an individual actually residing in this State.

ARTICLE V: This corporation is not authorized to issue capital stock nor to declare dividends and no other pecuniary profits shall be declared or paid to the members thereof.

ARTICLE VI: The number of directors of the corporation shall be three (3) which number may be increased or decreased pursuant to the by-laws of the corporation but shall never be less than three (3). Said directors shall be denominated as the Board of Directors and the names of the persons who shall act as the Board of Directors of the corporation until the first annual meeting are: Felix M. Irwin, Jr., L. Raymond Smith, and Clarence L. Fossett, Jr.

ARTICLE VII: This corporation is to have perpetual existence.

ARTICLE VIII: The private property of the members shall not be subject to the payment of corporation debts to any extent whatever.

ARTICLE IX: In furtherance and not in limitation of the powers conferred by the laws of the State of Maryland, the Board of Directors is expressly authorized:

To make, alter, amend and repeal the by-laws;

To set apart out of any of the funds of the corporation available a reserve or reserves for any proper purpose and to alter or abolish any such reserve;

From time to time to determine whether and to what extent and at what times and places and under what conditions and regulations the books and accounts of this corporation shall be open to the inspection of the members and no member shall have any right to inspect any account, checkbook or document of the corporation except as conferred by law or authorized by resolution of the Board of Directors or of the membership.

ARTICLE X: The Board of Directors and the membership shall have the power to hold their meetings, to have an office or offices and to keep the books of the corporation inside or outside of the State of Maryland at such places as may from time to time be designated by the by-laws or by resolution of the Board of Directors.

ARTICLE XI: This corporation reserves the right to amend, alter, discharge or repeal any provision contained in these Articles in the manner now or hereafter prescribed by law and all rights conferred on the Board of Directors or the general officers of the corporation as created under appropriate provisions of the by-laws are granted subject to this reservation.