

SNOWDEN POND AT MONTPELIER HOMEOWNERS ASSOCIATION, INC.  
DISCLOSURE STATEMENT

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DISCLOSURE STATEMENT

Section I

Declarant: Trafalgar House Property, Inc.  
A Delaware Corporation, by its  
Trafalgar House Residential, Maryland Division

Principal Address: 8965 Guilford Road, Suite 290  
Columbia, Maryland 21046

Telephone Number: (301) 720-5071

Principal Division  
Corporate Officers of  
Trafalgar House  
Residential, Maryland,  
a division of Trafalgar  
House Property, Inc.:

D. L. Carney, President  
K. R. Davis, Vice President of Finance  
and Secretary  
Brooks R. Palmer, Vice President of Sales  
and Marketing  
Michael J. Lance, Vice President of  
Construction  
Thomas H. Lawrence, Vice President of  
Land Acquisition

The addresses of all Corporate officers are  
the same as the principal address of the  
Declarant.

Section 2

I. The name of the Association is:

SNOWDEN POND AT MONTPELIER HOMEOWNERS ASSOCIATION, INC.

II. The Association is incorporated in the State of Maryland.

III. The resident agent of the Association is: Thomas H.  
Lawrence, c/o Trafalgar House Residential, Maryland, 8965 Guilford  
Road, Suite 290, Columbia, Maryland 21046.

Section 3

I. The Development is located in Prince George's County, Maryland,  
and when fully developed, will consist of Ninety-three  
(93) Lots.

II. The Declarant does not, at the present time, own land contiguous to the Development which is to be dedicated to public use.

#### Section 4

Snowden Pond At Montpelier Homeowners Association, Inc. is not part of another development.

#### Section 5

The Declarant has reserved the right to annex any Additional Property to the Development.

#### Section 6

Copies of the Declaration of Covenants, Conditions and Restrictions, By-Laws and Articles of Incorporation, as corrected, of Snowden Pond At Montpelier Homeowners Association, Inc. are attached to this Disclosure Statement, as Exhibits 1, 2, and 3, respectively. All owners are subject to the restrictions and obligations contained within these respective documents, which may be enforced against any owner and the owner's tenants, if applicable.

#### Section 7

Snowden Pond At Montpelier Homeowners Association, Inc. is the owner and is responsible for the maintenance of the common areas and facilities referred to in the Declaration of Covenants, Conditions and Restrictions.

#### Section 8

A copy of the estimated, proposed annual operating budget of the Association for the current fiscal year is attached, as Exhibit 4-A. There is a Reserve Fund for Replacement. A copy of the current projected budget for the Association based upon the development fully expanded in accordance with the expansion rights contained in the Declaration is attached as Exhibit 4-B.

The estimates provided in the operating budget are for one (1) full year of operation and are not intended to be and should not be construed as representations, guarantees, or warranties in any manner whatsoever. Actual costs are likely to increase in subsequent years due to normal inflationary factors and/or changes made by the Association's Board of Directors in the assumed levels of service. The estimates were developed to serve as an initial estimate of operating costs and should not be considered as any assurance that any subsequent year of operation will match these estimates.

Section 9

The current or anticipated mandatory annual fees and assessments to be paid by all owners within the Association for the use, maintenance, and operation of Common Areas and other purposes related to the Association is Four Hundred Eighty Dollars (\$480.00) per Lot. Declarant will be obligated to pay the fees in part.

Section 10

Information regarding zoning and other land use requirements affecting the Development are available at the Office of Planning and Zoning for Prince George's County, Maryland, County Administration Building, 4th Floor, Upper Marlboro, Maryland 20772.

Section 11

I. Mandatory Homeowners Association fees and assessments will first be levied against Owners of Lots on the first day of the first month following the conveyance of the first Lot by the Declarant to an Owner.

II. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the Homeowners Association fees may, upon written notice thirty (30) days in advance of the effective date of any such increase, be increased by vote of the Board of Directors up to ten percent (10%) annually over the Assessment of the preceding year without a vote of the Owners. The Homeowners Association fees may only be increased above ten percent (10%) by the consent of no less than two thirds (2/3) of each class of votes at a meeting duly called for that purpose.

III. All fees, assessments, and late charges and other permitted charges imposed upon Lot Owners may be collected and enforced in accordance with Article IV of the Declaration and the Maryland Contract Lien Act (Section 14-201, et. seq., "Real Property" Article, Annotated Code of Maryland).

IV. Unpaid fees or assessments are a personal obligation of Owners of Lots.

V. Unpaid fees or assessments bear interest from the due date at the maximum interest rate allowed by Maryland law per annum.

VI. Unpaid fees or assessments may be enforced by imposing a lien on a Lot under the terms of the Maryland Contract Lien Act.

VII. Lot Owners will be assessed late charges and attorneys' fees for collecting unpaid fees or assessments. Any other consequences for the nonpayment of the fees or assessments are set forth in

Article IV of the Declaration and are subject to the Maryland Contract Lien Act (Section 14-201, et. seq.,) "Real Property" Article, Annotated Code of Maryland.

#### Section 12

The sum equal to one sixth (1/6th) of the maximum Annual Assessment will be collected from each purchaser of a lot at time of settlement. The sum represents contribution to working capital and will be allocated to the general operating budget of the Association.

#### Section 13

All special rights or exemptions reserved by or for the benefit of the Declarant including the right to conduct construction activities within the development, the right to pay a reduced Homeowners Association fee or assessment, exemptions from use restrictions or architectural control provisions, and provisions by which the Declarant intends to maintain control over the Homeowners Association, are contained within the Declaration of Covenants, Conditions, and Restrictions of the Association.

List of Exhibits

- Exhibit 1 - Amended and Restated Declaration - Homeowners Association
- Exhibit 2 - By-Laws - Homeowners Association
- Exhibit 3 - Articles of Incorporation - Homeowners Association
- Exhibit 4-A - Proposed First Year Operating Budget - Homeowners Association
- Exhibit 4-B - Projected Budget for Full Expansion

