

(c) The court may modify any provision of a deed, agreement, or settlement with respect to alimony or spousal support executed on or after April 13, 1976, regardless of how the provision is stated, unless there is:

(1) an express waiver of alimony or spousal support; or

(2) a provision that specifically states that the provisions with respect to alimony or spousal support are not subject to any court modification.

8-103.1.

(A) A COURT MAY ENFORCE, INCLUDING BY POWER OF CONTEMPT, ANY PROVISION OF A DEED, AN AGREEMENT, OR SETTLEMENT THAT IS:

(1) PART OF A PROPERTY SETTLEMENT; AND

(2) INCORPORATED, WHETHER OR NOT MERGED, INTO THE A JUDGMENT OF DIVORCE.

(B) A COURT MAY MODIFY ANY PROVISION OF A DEED, AN AGREEMENT, OR SETTLEMENT THAT IS:

(1) INCORPORATED, WHETHER OR NOT MERGED, INTO A JUDGMENT OF DIVORCE; AND

(2) SUBJECT TO MODIFICATION UNDER § 8-103 OF THIS SUBTITLE.

SECTION 2, AND BE IT FURTHER ENACTED, That this Act shall be construed retroactively and shall be applied to and interpreted to affect those judgments and deeds, agreements or settlements incorporated into judgments that contain provisions subject to this Act and are in existence prior to the effective date of this Act.

8-105.

(A) THE COURT MAY ENFORCE BY POWER OF CONTEMPT THE PROVISIONS OF A DEED, AGREEMENT, OR SETTLEMENT THAT ARE MERGED INTO A DIVORCE DECREE.

(B) THE COURT MAY ENFORCE BY POWER OF CONTEMPT OR AS AN INDEPENDENT CONTRACT NOT SUPERSEDED BY THE DIVORCE DECREE THE PROVISIONS OF A DEED, AGREEMENT, OR SETTLEMENT THAT CONTAIN LANGUAGE THAT THE DEED, AGREEMENT, OR SETTLEMENT IS INCORPORATED BUT NOT MERGED INTO A DIVORCE DECREE.