

Sky Valley Association Consolidated Sellers Packet

Sky Valley Community, Deep Creek Lake, MD

Contents:

- Sellers Notice Jan 2025 Page 2
- Maryland Law Section 11B-106 Page 3
- Articles of Incorporation Page 8
- Covenants and Restrictions Page 10
- By-Laws Page 13
- Rules Page 25
- Short-Term Rental Restrictions Page 35
- Architectural Design Guidelines Page 37

**Board of Directors
Sky Valley Association, Inc.
584 Sky Valley Drive
Swanton, MD 21561
301 387 7190**

December 20, 2024

Important Notice To Members

As part of our on-going Association document reviews and revisions, we are sending this notice to inform you of important Maryland HOA law requirements regarding the sale of properties in Sky Valley. Enclosed is a copy of the “Maryland Homeowners Association Act Section 11B-106. Resale of Lot”

To point out the important parts of this law, the **SELLER of property is responsible for making sure the **BUYER** is informed of important information about the Association such as dues, rules, restrictions, ByLaws, etc. If you are selling your property, please make sure that this information is passed to the buyer either by yourself or through an agent. A title search through the county will not disclose the rules to a potential buyer and most realtors do not have the current information!**

If this is not done, you could be liable for not properly informing a buyer. To make it easier for our members, these documents are on the Sky Valley Website under “By Laws and Covenants,” “General Rules,” and “Rental Restrictions Rules” on the Rental Info Page in the members only section. In the near future, we will consolidate these documents into a “Seller’s Package” you can find easily on the Website.

You can always obtain these documents from the manager by contacting him at the office.

Thank You,

Sky Valley Board of Directors

Excerpt from Maryland Statute 11B – Real Property

§11B-106. Resale of Lot; initial sale of a lot in a development containing 12 or fewer lots.

(a) A contract for the resale of a lot within a development, or for the initial sale of a lot within a development containing 12 or fewer lots, to a member of the public who intends to occupy or rent the lot for residential purposes, is not enforceable by the vendor unless:

(1) The purchaser is given, on or before entering into the contract for the sale of such lot, or within 20 calendar days of entering into the contract, the disclosures set forth in subsection (b) of this section;

(2) The purchaser is given any changes in mandatory fees and payments exceeding 10 percent of the amount previously stated to exist and any other substantial and material amendment to the disclosures after they become known to the vendor; and

(3) The contract of sale contains a notice in conspicuous type, which shall include bold and underscored type, in a form substantially the same as the following:

“This sale is subject to the requirements of the Maryland Homeowners Association Act (the “Act”). The Act requires that the seller disclose to you at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in § 11B-106(b) of the Act (the “MHAA information”) as follows: (The notice shall include at this point the text of § 11B-106(b) in its entirety).

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel this contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10% of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other

substantial and material amendment to the MHAA information which adversely affects you. If you do cancel the contract you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

- (1) Architectural changes, design, color, landscaping, or appearance;
- (2) Occupancy density;
- (3) Kind, number, or use of vehicles;
- (4) Renting, leasing, mortgaging, or conveying property;
- (5) Commercial activity; or
- (6) Other matters.

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.”

(b) The vendor shall provide the purchaser the following information in writing:

- (1) A statement as to whether the lot is located within a development;
- (2)
 - (i) The current monthly fees or assessments imposed by the homeowners association upon the lot;
 - (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; and
 - (iii) A statement of whether any of the fees, assessments, or other charges

against the lot are delinquent;

(3) 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, or a statement that no agent or officer is presently so authorized by the homeowners association;

(4) A statement as to whether the owner has actual knowledge of:

(i) The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and

(ii) Any pending claims, covenant violations actions, or notices of default against the lot; and

(5) A copy of:

(i) The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and

(ii) The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

(c) (1) Except as provided in paragraph (4) of this subsection, within 20 days after a written request by a lot owner other than a declarant and receipt of a reasonable fee, not to exceed the cost to the homeowners association, if any, up to a maximum of \$250, the homeowners association, the management agent of the homeowners association, or any other authorized officer or agent of the homeowners association, shall provide the information listed under subsection (b) of this section.

(2) In addition to the fee under paragraph (1) of this subsection, the

homeowners association is entitled to a reasonable fee not to exceed \$50 for an inspection of the lot owner's lot if the inspection is required by the governing documents of the homeowners association.

(3) In addition to the fees under paragraphs (1) and (2) of this subsection, the homeowners association is entitled to a reasonable fee:

(i) Not to exceed \$50 for delivery of the information within 14 days after the request for the information; and

(ii) Not to exceed \$100 for delivery of the information within 7 days after the request for the information.

(4) (i) The Department of Housing and Community Development shall adjust the maximum fee authorized under paragraph (1) of this subsection every 2 years, beginning on October 1, 2018, to reflect any aggregate increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Washington Metropolitan Area, or any successor index, for the previous 2 years.

(ii) The Department of Housing and Community Development shall maintain on its website a list of the maximum fees authorized under paragraph (1) of this subsection as adjusted every 2 years in accordance with subparagraph (i) of this paragraph.

(d) (1) Within 30 calendar days of any resale transfer of a lot within a development, the transferor shall notify the homeowners association for the primary development of the transfer.

(2) The notification shall include, to the extent reasonably available, the name and address of the transferee, the name and forwarding address of the transferor, the date of transfer, the name and address of any mortgagee, and the proportionate amount of any outstanding homeowners association fee or assessment assumed by each of the parties to the transaction.

(e) The requirements of subsection (b) of this section shall be deemed to have been fulfilled if the information required to be disclosed is provided to the purchaser in writing in a clear and concise manner. The disclosures may be summarized or produced in any collection of documents, including plats, the declaration, or the organizational documents of the homeowners association,

provided those documents effectively convey the required information to the purchaser.

(f) In satisfying the requirements of subsection (b) of this section, the vendor shall be entitled to rely upon the disclosures contained in the depository after June 30, 1989.

(g) The provisions of subsections (a), (b), (e), and (f) of this section do not apply to the sale of a lot in an action to foreclose a mortgage or deed of trust.

AMENDED AND RESTATED ARTICLES OF INCORPORATION
(Revised 2 Feb 2024)

SKY VALLEY ASSOCIATION, INC
A Maryland Non-Stock Corporation

THIS IS TO CERTIFY THAT:

FIRST: Sky Valley Association, Inc., a Maryland corporation, certifies to the State Department of Assessments and Taxation of Maryland that the charter of the corporation shall be and hereby is amended and restated as follows.

SECOND: The undersigned President, being at least eighteen (18) years of age, amend and restate the Articles of Incorporation of Sky Valley Association, Inc. that were filed on November 24, 1967. The Articles were Amended on March 11, 1994.

THIRD: The name of the corporation is: SKY VALLEY ASSOCIATION, INC.

FOURTH: The purpose for which the Corporation is formed and the business to be carried on and promoted by it are as follows:

(a) To provide for the maintenance of recreational facilities, common area, lodges, marinas, swimming docks and other community features of Sky Valley, Deep Creek Lake, Garrett County, Maryland.

(b) To provide an association for the advancement of the recreational, cultural and economic benefit of the residents of Sky Valley, Deep Creek Lake, Garrett County, Maryland.

(c) To care for, maintain and repair the common areas of the Sky Valley subdivision including roads, lodges, structures, floats, docks, or other buildings and/or devices belonging to the Association and keep the same for the mutual benefit of the Association.

(d) To exercise powers and functions in the enforcement of restrictions and covenants applicable to the lots and common areas situated in Sky Valley, whether adopted now or to be adopted in the future for the benefit of residents of Sky Valley.

(e) To levy annual charges upon the members of the Association for the purpose of maintaining and replacing the buildings, structures, grounds, roads, signs, and the payment of taxes and assessments which may be levied on property of the Association, and generally for the advancement of the purposes herein set forth.

(f) To acquire by gift, purchase, or otherwise and to own, hold, operate, maintain, convey, sell, lease, transfer, mortgage, or hypothecate and/or dedicate for public use any real or personal property in connection with the purposes of the Association.

(g) To do anything permitted by Title 11B of the Real Property Article of the Annotated Code of Maryland, as said section may be amended from time to time.

FIFTH: The post office address of the place at which the principal office of the corporation in this State will be located is 584 Sky Valley Drive, Swanton, Maryland 21561. The resident agent of the corporation is changed to is Robert Sutton, whose post office address is 166 Woodland Way, Swanton, MD 21561. Said resident agent is a citizen of the State of Maryland and actually resides therein.

SIXTH: There shall be no authorized capital stock of the corporation; no capital stock shall, at any time be authorized or issued by the corporation; interested persons shall be deemed members and not stockholders. The property rights and interests of each member shall be equal, the bylaws shall provide uniform regulations respecting membership, and shall outline the rights and interests of each.

SEVENTH: The corporation shall have not less than five (5) nor more than seven (7) directors, as set forth in the By-laws, and Robert Sutton, Joanna Thompson, Bill Potterton, Judith Evans, Gary Wakefield, Dave Rhodes, and Gary Rank shall act as directors until the next annual meeting or until their successors are duly chosen and qualified.

EIGHTH: The Board of Directors by majority vote have the authority to amend these Articles as needed from time to time.

NINTH: The Board of Directors may do anything permitted by Section 2-103 of the Corporation and Associations Article of the Annotated Code of Maryland, as it may be amended from time to time.

TENTH: This amendment and restatement of the charter of the corporation has been approved by the Directors of the corporation at a meeting called for that purpose.

The undersigned acknowledges that this is an act of the above-named corporation, and verifies, under the penalties for perjury, that the matters and facts stated herein, which require such verification, are true and accurate, to the best of his knowledge, information, and belief.

IN WITNESS WHEREOF, Sky Valley Association, Inc. has caused these Amended and Restated Articles of Incorporation to be signed in its name and upon its behalf, by its President and attested by its Secretary, on this 2nd Day of February 2024 and I acknowledge the same to be my act.

ATTEST:

SKY VALLEY ASSOCIATION, INC
By:

//SIGNED//
Joanna Thompson, Secretary

//SIGNED//
Robert Sutton, President

//SIGNED//
Robert Sutton, Resident Agent

Covenants and Restrictions (12 May 1972)

Filed and recorded December 12th, 1972, at 9 o'clock A. M. 331 441
THIS DEED, Made this 29th day of January, 1972, by and between
SKY VALLEY, INC., a corporation of the State of Maryland, party of the first part, and _____
_____ of _____
parties of the second part.

WITNESSETH, That for and in consideration of the sum of TEN DOLLARS (\$10.00) as well as other good and valuable consideration, the receipt whereof is hereby acknowledged, the said party of the first part has granted, bargained and sold and by these presents does hereby grant, bargain, sell and convey unto the said parties of the second part, as tenants by the entireties their heirs and assigns, all that piece or parcel of land situate, lying and being in Election District No. 1, Garrett County, Maryland, which is known and designated on the Plat of SKY VALLEY, which is filed in Plat Drawer _____, file _____, one of the Plat Records of Garrett County, Maryland, as:

Lot _____, Block _____ SKY VALLEY.

And being part of the same property which was conveyed to the party of the first part by deed from Robert E. Harvey, et ux., dated January 17, 1966, and recorded in Liber No. 268, folio 258, one of the Land Records of Garrett County, Maryland

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining; and subject to the following restrictions and agreements, which the purchaser hereof covenant to keep and perform:

1. Said lots shall be used exclusively for residential purposes except those lots designated as business or commercial areas. No lots may be subdivided.
2. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes, and provided further that no building may be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters without written permission of SKY VALLEY, INC. No building shall be constructed or erected on said lot unless of solid or permanent material. No house trailers, mobile homes, pre-built homes, tents, shacks, or other similar structures shall be erected, moved to, or placed upon said premises. The exteriors of all buildings must be completed within 12 months from the date construction commences.
3. Minimum residence living space on ground or first floor, exclusive of porch area, shall be not less than 760 square feet. All building plans are subject to approval of SKY VALLEY, INC., or its assigns. No porch or projection of any building shall extend nearer than twenty-five (25) feet from any road right-of-way; nor nearer than ten (10) feet from the side property of any abutting property line of any abutting property owner; nor nearer than thirty (30) feet from the rear line of any lot.
4. No outside toilets shall be allowed. No wastes shall be permitted to enter Deep Creek Lake and all sanitary arrangements must be inspected and approved by local and/or state health officers before any waste disposal system shall be constructed.

12-14-72
S. A. Morgan, atty.

0441, MSA, CE87_330, Date available: 09/12/2008, Printed 11/03/2015

5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. No signs of any kind shall be displayed on any lot without written permission of SKY VALLEY, INC., or its successors or assigns.

6. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of SKY VALLEY, INC., its successors or assigns. Use of the lake is limited to members of SKY VALLEY ASSOCIATION, INC., and such use shall be in compliance with the rules and regulations of SKY VALLEY ASSOCIATION, INC. SKY VALLEY, INC., may have the use of the lake for its corporate purposes.

7. SKY VALLEY, Inc., for itself, its successors, assigns and licensees reserves a fifteen (15) foot wide easement along both sides of all road rights-of-ways and a ten (10) foot wide easement along the side and rear lines of each and every lot, with the right of ingress and egress thereon for the purpose of installing and maintaining utility lines, gas and water mains, sewer lines and drainage ditches and appurtenances thereto; together with the right to trim, cut or remove any trees or brush necessary, and the right to locate guy wires, braces and anchors where necessary. Except where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subject to the aforementioned ten foot easement. ~~SKY VALLEY, INC., for itself, its successors, assigns and licensees reserves the right to maintain and supervise drainage of surface waters over and through said lots.~~ The owners of said lots shall have no cause of action against SKY VALLEY, INC., its successors, assigns or licensees either at law or in equity excepting in cases of wilful negligence, by reason of any damage caused said lots in installing, operating or maintaining above mentioned installations.

LR 331 REC 442

8. As part of the consideration herein the purchaser s their heirs, devisees or assigns further agree that they will not sell, assign, or convey any lot or lots to any person or persons not accepted for membership in SKY VALLEY ASSOCIATION, INC., and further agrees that he will not sell or convey such lot without first in writing offering the same to the grantor, its successors and assigns, at a price not exceeding the bona fide offer of a responsible party made in writing to purchase such lot, which offer shall allow the grantor, its successors and assigns, as aforementioned, at least fourteen days to accept such offer. This restriction shall not apply to mortgages given to savings banks, institutions for savings, co-operative banks, savings and loans associations, credit unions or other bona fide lending institutions but shall apply to all conveyances of the equity of redemption in any lot.

9. These restrictions shall be considered as covenants running with the land, and shall bind the purchaser s, their heirs, devisees or assigns further agree that they will not sell, assign, and if any of them shall violate or attempt to violate any of the covenants or restrictions here contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing, or to recover damages for such violation. All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1975. The same may thereafter, and from time to time, be changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least two-thirds of the said lots so agree in writing. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

10. Foundations may be elevated or slab concrete, provided that all foundations shall be enclosed and placed under all exterior walls of all buildings. No structures shall be erected upon pillars or piers.

11. No fences, walls or hedges shall be installed on the front portion of any lot within this addition between the front lot line and the front building set-back line; provided, individual trees, shrubs and other landscaping shall be permissible therein.

GARRETT COUNTY CIRCUIT COURT (Land Records) (PLD 331, p. 6442, MSA_CEB7_330. Date available 09/12/2008. Print

TO HAVE AND TO HOLD the above-described property with all and singular the appurtenances thereto, unto the said _____ as tenants by the entireties their heirs and assigns, subject only to the aforesaid covenants and restrictions, forever in fee simple.

AND the said party of the first part covenants that it will warrant specially the property hereby granted and conveyed and that it will execute such other and further assurances of said land as may be requisite.

WITNESS the corporate name of SKY VALLEY, INC., by R. Thomas Thayer, Jr., its President, attested by Fred A. Thayer, its Secretary, with corporate seal attached, the day and year first above written.

Attest:

Fred A. Thayer SKY VALLEY, INC. R. Thomas Thayer, Jr.
Secretary President

STATE OF MARYLAND, GARRETT COUNTY, To-wit:

On this 29th day of September 1988 before me, the undersigned officer, personally appeared R. Thomas Thayer, Jr., who acknowledged himself to be the President of SKY VALLEY, INC., a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing himself as President. In witness whereof, I hereunto set my hand and official seal.

John L. [Signature]
Notary Public

TAX \$ 1.00 SEC. 8 11.11.88 REC 1272



Bylaws of Sky Valley Association, Inc.

Revised May 25, 2024

Article I

Definitions

As used in these Bylaws:

Section 1.01. "Association" shall mean Sky Valley Association, Inc., a Maryland corporation and its successors and assigns.

Section 1.02. "Act" shall mean the Maryland Homeowners Association Act, Title 11b of the Annotated Code of Maryland, as amended from time to time.

Section 1.03. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

Section 1.04. "Bylaws" shall mean these Bylaws of the Association, as amended from time to time.

Section 1.05. "Sky Valley" shall mean the subdivision known as Sky Valley, which is situated in Garrett County, at Deep Creek Lake, Maryland.

Section 1.06 "Rules and Regulations" shall mean the Sky Valley Rules and Regulations governing the use of common areas and facilities, the use of and building of improvements on lots within Sky Valley, the personal conduct of members, renters, and guests, and establishing penalties for infractions thereof.

Section 1.07. "Restrictive Covenants" shall mean the covenants and restrictions set forth in each deed of a lot in Sky Valley, by and between Sky Valley Association, Inc. and the grantee thereof.

Article II

Identification

Section 2.01. Name. The name of the Association is Sky Valley Association, Inc.

Section 2.02. Principal Office and Resident Agent. The location of the principal office of the Association and the designation of the resident agent of the Association shall be as specified in the Articles of Incorporation, unless after the adoption of the Articles of Incorporation, such location or such designation or both shall be changed in accordance with the requirements of the Maryland Code, Corporations and Associations Act, in which case the notice of the change that is required by such Act (and the more or most recent of such notices, if two or more shall have been filed) shall be conclusive as to the matters covered by such notice.

Section 2.03. Seal. The seal of the Association shall be in the form of a circle, about the upper

periphery of which shall appear the words "Sky Valley Association, Inc." (or an appropriate abbreviation thereof), and about the lower periphery of which shall appear "1967 Maryland." When the affixing of the seal of the Association to any instrument shall be appropriate, the affixing shall be done by means of a die capable of impressing the seal on paper.

Section 2.04. Fiscal Year. The fiscal year of the Association shall begin on the first day of March in each year and end on the last day of February in the next subsequent calendar year.

Article III Membership

Section 3.01. Qualifications for Membership. The qualifications for membership in the Association shall be as follows:

(a) The members of the Association shall be persons, corporations, or other legal entities who at any time are owners (legal or equitable) of one or more numbered residential lots in Sky Valley. An entity who has no interest in real estate in Sky Valley other than an interest that is held merely as security for the performance of an obligation to pay money (e. g., the interest of a mortgagee or a land contract vendor) shall not be entitled to membership in the Association.

(b) Membership in the Association shall terminate when any member shall cease to be the owner of a numbered residential lot in Sky Valley.

(c) No member may be expelled from membership in the Association for any reason whatsoever; provided, however, that the Board of Directors shall have the right to suspend the voting rights (if any), and the right to use the parks, common areas, swimming area, marina, boat launch, and other recreational facilities of the Association of any member (i) for any period during which any Association charge (including fines levied by the Association for violation of Restrictive Covenants or Rules and Regulations) owed by the member remains unpaid; and (ii) for the period of any continuing violation of the Restrictive Covenants or Rules and Regulations, after the existence of the violation shall have been declared in writing by the Board of Directors. Further, the Board of Directors shall have the right to suspend the voting rights (if any) and privileges of membership of any member for the period any bill for services owed by such member shall remain unpaid.

(d) Any member whose annual dues and additional charges are unpaid for more than 90 days shall be considered not in good standing until such payment is made. Annual dues and additional charges shall be considered to be unpaid if they are not paid on or before the due date posted on the annual dues invoice or bill.

(e) There shall be no other preferences, limitations or restrictions with respect to the relative rights of the members, unless otherwise set forth in these Bylaws, the Rules and Regulations, or the Restrictive Covenants.

Section 3.02. Evidence of Membership. The Board of Directors shall have the power (but not the duty) to cause the issuance of evidence of membership in the Association to the members thereof in such form as the Board of Directors shall, from time to time, prescribe. As of the date of the adoption of these amended Bylaws, the Board of Directors has taken no action (except the adoption of these Bylaws) with respect to evidence of membership in the Association.

Section 3.03. Privileges of Membership. The members of the Association (and any person who both belongs to the family of a member and has the same residence as such member and any person who is a guest of a member of the Association) shall have the privilege of using the streets within Sky Valley, the areas designated as parks or pedestrian easements on the plats thereof, and any other recreational facilities within Sky Valley that are owned by the Association, in accordance with the Restrictive Covenants, the Articles of Incorporation, the Rules and Regulations, these Bylaws, and any such other rules for the use of such facilities adopted from time to time.

Article IV Meetings of Members

Section 4.01. Place of Meetings. Any meeting of the members of the Association may be held at any place within Garrett Co., Maryland. The place at which a particular meeting of the members is to be held shall be stated in the notice of that meeting.

Section 4.02. Semi-Annual Meetings. The fall semi-annual meeting of the members of the Association shall be held on the Saturday immediately preceding Labor Day in September of each year. The purpose of this meeting shall be to elect the Directors in accordance with these Bylaws whose terms have expired and to handle such other business as may properly come before the members. The spring semi-annual meeting of the members of the Association shall be held on the Saturday immediately preceding Memorial Day of each year. The purpose of this meeting shall be to review the Bylaws and the Rules and Regulations, to discuss matters of interest to the Association with respect to the forthcoming summer season, and to transact such other business as may properly come before the members. Failure to hold the semi-annual meetings on the designated dates shall not constitute or cause any forfeiture or dissolution of the Association.

Section 4.03. Special Meetings. A special meeting of the members of the Association may be called at any time by the President, by a majority of the Board of Directors, or by a written petition signed by one-fourth (1/4) of the members on any question upon which the vote of the membership of the Association shall be required.

Section 4.04. Notice of Meetings. A written or electronic notice stating the place, day and hour of any meeting and the purpose for which such meeting shall have been called shall be delivered, mailed, or otherwise conveyed by the Secretary to each member (or group of members constituting a tenancy by the entireties, a joint tenancy, or a tenancy in common) owning a numbered lot in Sky Valley at least twenty (20) days before the date of the meeting. Notice of

any meeting of members may be waived in writing filed with the Secretary of the Association before the time of the meeting, at the time of the meeting, or after the time of the meeting, or by attendance in person.

Section 4.05. Quorum. A quorum shall be deemed to be present at any semi-annual or special meeting of the membership of the Association if, at such meeting, at least 15 percent of the total votes capable of being cast in accordance with Section 4.06(a) of these Bylaws are present in person or by proxy.

Section 4.06. Voting of Members. The voting rights of the members of the Association shall be as follows:

(a) Method of Voting. A vote attributable to a numbered lot in Sky Valley shall be cast as follows:

- i. A member shall be entitled to one vote for each numbered lot owned by such member.
- ii. If a lot or lots are owned by one person, the vote shall be cast by that one person.
- iii. If a lot or lots are owned by more than one person, either as tenants in common, as joint tenants, or as tenants by the entireties, the vote attributable thereto shall be deemed properly cast if cast by one of the tenants in the absence of any objection, or contrary vote, by any other of them.
- iv. If a lot or lots are owned by more than one person, either as tenants in common, as joint tenants, or as tenants by the entireties, and if two or more of them desire that the vote attributable to that lot be cast in different way, or one of them desire that it not be cast, then the vote attributable thereto shall be deemed properly cast if cast by not less than a majority in number of the tenants.

(b) Voting and Proxies. Any person who is entitled to vote (as the sole owner of a numbered lot or lots in Sky Valley or as one of a group of tenants by the entireties, joint tenants, or tenants in common owning such a lot) at any meeting of the members of the Association may vote in person, by paper or electronic ballot, or by proxy executed in writing and filed with or transmitted electronically to the Secretary. All proxies shall be revocable and shall automatically cease after eleven (11) months from the date of its execution unless a longer time is expressly provided for upon the face of the proxy instrument or upon conveyance by a member of his/her lot.

(c) Election tellers. If a vote is needed at any meeting of the members of the Association, the President shall appoint at least two election tellers to count votes for that meeting. Election tellers shall be members in good standing of the Association. No person who is a

candidate for the Board of Directors may be an election teller. The tellers shall have the time needed and shall exercise diligence to ensure a fair and accurate count of the votes cast.

Article V

The Board of Directors

Section 5.01. Qualification and Election. The affairs of the Association shall be managed by a board of seven (7) directors. The Board of Directors of Sky Valley Association, Inc. shall be members in good standing of the Association. The Board of Directors shall be elected at the fall semi-annual meeting of the members of the Association for two-year terms on a rotating basis of three directors in any one year, four directors the next year, and a rotating three director, four director basis thereafter. The terms of the elected directors will commence on March 1 of the subsequent year following the fall semi-annual meeting.

Section 5.02. Vacancies. Any vacancy that shall occur in the Board of Directors by death, resignation, or otherwise shall be filled by a majority vote of the remaining directors. In filling vacancies, the Board of Directors shall select from among candidates not elected to the Board of Directors but who received votes at the last election for the Board of Directors, in descending order, based on number of votes received. If unable to fill any such vacancy by this method, the Board of Directors shall select from among the remainder of the Association membership. In appointing directors to fill vacancies, the board may appoint directors to serve (a) the remainder of the term if fewer than two fall semi-annual meetings would normally be held during the period covered by the temporary appointment or (b) until the next fall semi-annual meeting if the remainder of the term would normally include two semi-annual meetings.

At the fall semi-annual meeting, the members of the Association will elect directors, casting votes for as many directors whose terms are due to expire plus for each vacancy that was filled by temporary appointment under item (b) above. Directors will be chosen in order of the number of votes each receives; that is, candidates with the greater numbers of votes will fill the positions of those directors whose terms are due to expire. When all such regular 2-year terms are filled, the person(s) with the next highest number of votes will serve the unexpired portion of any term that was filled by temporary appointment under item (b) above. If two or more candidates receive equal votes, the tie will be broken, if necessary, by cutting a deck of playing cards (from which jokers have been removed) under the supervision of the election tellers who counted the votes. In determining the order of finish, aces will be the highest cards, then kings, queens, and so on; among suits the order (highest to lowest) will be spades, hearts, diamonds, and clubs.

Section 5.03. Annual Meeting of the Board of Directors. The Board of Directors shall hold an annual meeting, after the fall semi-annual meeting of the members of the Association, but before December 1, for the purpose of organization, election of officers for the term beginning March 1, and the consideration of any other business that properly may be brought before the meeting. Current directors and directors-elect (whose terms are to begin March 1) may vote in the election of officers. The failure to hold any annual meeting by the designated time shall not constitute or cause any forfeiture of the Articles of Incorporation, or dissolution of the Association.

Section 5.04. Special Meetings of the Board of Directors. Special meetings of the Board of Directors shall be called at any time by the President or on the written request of any three Directors. The Board of Directors of the Association shall meet at least once each quarter.

Section 5.05 Notice of Meeting of the Board of Directors. A written or electronic notice stating the place, day and hour of the annual or a special meeting of the Board of Directors shall be mailed or delivered by the Secretary to each Director at least ten (10) days before the date of the meeting.

Section 5.06. Attendance Requirements. Any director who is absent from three (3) consecutively scheduled meetings of the Board of Directors without prior approval of the President shall deem to have resigned from his or her position on the Board of Directors. Scheduled meetings for this purpose shall mean meetings for which at least ten (10) days advance notice had been given. It shall be within the discretion of the Board of Directors to waive such resignation for good cause such as illness, emergency situations, or other extenuating circumstances. The director shall be notified in writing by the President whether or not a waiver of resignation has been granted. If a waiver has not been granted, a successor shall be appointed by the Board of Directors in accordance with these Bylaws.

Section 5.07. Place of Meetings. All meetings of the Board of Directors shall be held at such place as may be specified in the respective notices.

Section 5.08. Quorum. A majority of the Board of Directors present, either in person, by telephone, by video conference or by proxy, shall be necessary to constitute a quorum thereof, except for the filling of vacancies, which shall require a majority of the existing directors for a quorum. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except that matters relating to the annual budget and the fixing of the annual dues shall require a majority vote of the entire Board of Directors.

Section 5.09. Minutes of Board of Directors Meetings. The Secretary shall keep written minutes for each Board of Directors meeting, to be filed at the principal office of the Association and shall post a summary thereof in a manner and in a member accessible location determined by the Board of Directors annual meeting and conform to the requirements of the notice for semi-annual meetings

Article VI

Powers and Duties of Directors

Section 6.01. Powers. The powers of the Board of Directors shall include (but not be limited to) the following:

(a) The power to exercise for the Association all the duties and responsibilities of the Association permitted under the Act and whose exercise is not reserved or committed to the membership of the Association by these Bylaws or the Articles of Incorporation.

(b) The power to adopt and publish Rules and Regulations and to amend such Rules and Regulations from time to time.

(c) The power to levy assessments on individual members of the Association equivalent to actual damages sustained by the Association or any member thereof by reason of the activity of any such other member, any members of his or her family, any guests, tenant or other visitors to such member who visit the member with his consent and permission and to assess fines upon individual members of the Association for violating the rules and regulations.

(d) The power to create such temporary and standing committees as it shall deem necessary and to assign to each committee so created such duties as the Board of Directors shall consider proper for assignment to such committee. The Board of Directors shall choose committee members from the membership of the Association, and each such committee member shall serve at the pleasure of the Board of Directors.

(e) The power to hire, appoint, and remove a manager and other employees of the Association and to determine compensation for such manager and other employees.

(f) The power to enter into contracts for the purchase or financing of equipment, services and supplies for the Association.

(g) The power to acquire title to property and to hold, use, convey (subject to Article X), lease and mortgage Association property for the use and benefit of the Association.

(h) The power to administer the finances of the Association, to replace existing equipment when necessary for operations and maintenance and borrow money for the general operation and business of the Association, provided that money borrowed during any single fiscal year shall not exceed 30 percent of the Association's current annual operating budget without authorization by vote of a majority of a quorum of the members present in person or by proxy at a duly called membership meeting.

(i) The power to establish and maintain a reserve fund, which would be available to address any unexpected or emergency expenses of the Association. The reserve fund shall be maintained in an interest-bearing insured account. Monies for the reserve fund may be obtained from

- i. donations by members of the Association;
- ii. monies collected as dues (including interest thereon) in excess of sums needed to satisfy operating and capital budgeted expenses for the year;
- iii. income earned from Association property; and/or, if needed,
- iv. special assessments.

(j) The power to initiate legal action against any member, if required, to collect dues or assessments which any member has failed timely to pay. The Board of Directors shall

follow the ensuing procedure before initiating legal action against any member:

i. The Board of Directors shall specify the date upon which any dues payment or assessment is due to be paid.

ii. If a member fails to pay any dues or assessments on or before that date, the member shall be sent a delinquency notice.

iii. If the member, following the sending of such notice, does not make payment of any delinquent dues or assessment, he or she shall be sent a second notice which will advise said member that unless payment of the delinquent dues, assessments and any penalties is made within fifteen (15) days of the date of receipt of the second notice, the Board shall suspend the member's privileges of membership and may also initiate legal proceedings to collect sums due. The Association shall be entitled to recover from a member against whom legal proceedings are initiated, the costs incurred, including reasonable attorney fees, to collect the amounts due.

iv. A late charge of one percent (1%) per month shall be assessed upon any member for each month that payment is not made, beginning with the thirtieth day following the due date.

v. The Association also shall be entitled to a lien with regard to any delinquency, in accordance with the provisions of the Rules and Regulations and the Act.

Section 6.02. Duties. The duties of the Board of Directors shall include (but not be limited to):

(a) The duty to fix, at least thirty (30) days prior to the first day of the fiscal year, the amount of annual dues and any special assessments, consistent with the annual budget, that are to be made against each member of the Association pursuant to the provisions for such charge that are contained in the Articles of Incorporation.

(b) The duty to determine lot status. For purposes of this Section, a lot shall be considered improved as soon as ground is broken.

(c) The duty to establish the operating budget annually for the Association. A proposed operating budget shall be prepared by the Treasurer of the Association and presented to the Board of Directors for review. The Board of Directors, thereafter, shall present the proposed operating budget, with any amendments approved by the Board of Directors, to the membership prior to the fall semi-annual meeting so that the membership has an opportunity to comment upon the proposed operating budget. The membership shall have the opportunity to vote and approve the budget at the Fall semi-annual meeting. Following the fall semi-annual meeting, at the next regularly scheduled meeting of the Board of Directors, the Board of Directors shall establish the annual operating budget for the succeeding fiscal year. The decision to approve, alter, change, or reject the operating budget shall rest solely with the Board of Directors.

(d) The duty to prepare each year (in addition to the operating budget established in accordance with Section 6.02(c) above) a proposed capital budget. The proposed capital budget shall be prepared by the Board of Directors and be presented to the membership prior to the fall semi-annual meeting so that the membership has an opportunity to comment upon the proposed capital budget. The membership shall have the opportunity to vote and approve the budget at the Fall semi-annual meeting. Following the fall semiannual meeting, the Board of Directors shall establish the annual capital budget for the succeeding fiscal year. The Board of Directors shall not be authorized, however, to expend more than 30 percent of the annual operating budget for any single capital expense in a given fiscal year without obtaining the approval, by vote, of a majority of a quorum of the members present in person or by proxy at a duly constituted membership meeting.

(e) The duty to employ an independent accountant to perform an annual review of Sky Valley's financial operations for the prior fiscal year. The review performed is to ensure Association finances meet all criteria for use, accounting, and distribution pursuant to these Bylaws. The accountant shall submit its report to the Board of Directors at its meeting preceding the fall semi-annual meeting. The Treasurer shall present the findings at the fall semi-annual meeting and provide copies of the accountant's report upon request by a member.

(f) The duty to procure and maintain adequate liability and hazard insurance on property owned by the Association, adequate officers' and directors' indemnity insurance, and adequate fidelity insurance as required by the Act.

Article VII

The Officers of the Association

Section 7.01. Number. The officers of the Association shall be a President, a Secretary, and a Treasurer, and, in addition, the Directors may choose not more than two Vice Presidents. Any person may hold two (2) offices at the same time except the office of President. All officers shall be Directors and members in good standing of the Association.

Section 7.02. Election and Term of Office. The officers shall be chosen annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold his/her office until a successor shall have been chosen and qualified, or until death, resignation, or removal.

(a) Nomination of Officers. Nominations for officers must be submitted to the Secretary in writing by regular mail or electronic means (e-mail, text, etc.) no less than two weeks in advance of the annual meeting of the Board of Directors. The Secretary will notify the nominated officers and obtain written acceptance of the nomination at least one week in advance of the annual meeting of the Board of Directors. If an office does not receive any nominations or the nominated director(s) choose not to accept the nomination, the office may be filled by write in votes on the ballot described in subparagraph (b) during the annual Board meeting.

(b) Election of Officers. Election of officers will occur at the annual meeting of the Board of Directors. The current Secretary shall prepare paper ballots listing each Board office and each director who accepted nomination for that office. Ballots will also provide the option to write in names for each office. If an office has no nominees, the Secretary will call for nominees prior to the election and ensure the ballots are updated, by hand, accordingly. The Secretary will distribute the ballots to each director eligible to vote (newly elected and continuing directors). The Secretary plus one board director chosen at random will collect the completed ballots, tally the votes, and announce the results at the meeting. The director with the most votes for each office shall be the officer elect. If two or more directors receive equal votes for any office, the tie will be broken by cutting a deck of playing cards (from which jokers have been removed), with aces as the highest cards and the order of suits (highest to lowest) spades, hearts, diamonds, and clubs. If a director is elected to more than one office, the director will choose the preferred office and the nominee with the next highest number of votes will be the officer elect for the remaining office.

Section 7.03. Removal. Any officer may be removed, with or without cause, at any time, by a majority vote of the Board of Directors, at a special meeting of the Board of Directors called for the purpose of considering such removal.

Section 7.04. Vacancies. Any vacancy in any office as a result of death, resignation, removal, or other cause shall be filled for the unexpired portion of the term by a Director chosen by the Board of Directors.

Section 7.05. The President. The President shall have active executive management of the operations of the Association, subject, however, to the control of the Board of Directors. He/she shall, in general, perform all duties incident to the office of President and such other duties as, from time to time, may be assigned by the Board of Directors.

Section 7.06. The Vice President. The Vice President shall have such powers and perform such duties as the Board of Directors may prescribe or the President may delegate. In case of the President's absence/inability to act, the Vice President shall temporarily act in his/her place.

Section 7.07. The Secretary. The Secretary shall keep or cause to be kept, in books that shall be provided for the purpose and shall remain in the Secretary's custody, the minutes of the meetings of the members of the Association and of the Board of Directors; shall at all times keep at the principal office of the Association a complete and accurate list of the names and addresses of all members of the Association; shall attend to the giving of all notices in accordance with the provisions of these Bylaws and as required by law; shall be the custodian of the records (except the financial records) of the Association and of any die or other instrument usable in affixing the seal of the Association to paper; shall, where required by law, affix the seal of the Association (by means of a die or by hand) to every document whose execution on behalf of the Association under its seal shall have been properly authorized; and shall, in general, perform all duties incident to the office of Secretary and such other duties as, from time to time, may be assigned by the Board of Directors or the President.

Section 7.08. The Treasurer. The Treasurer shall be the financial officer of the Association; shall keep, or cause to be kept, in books that shall be provided for the purpose and shall be kept at the principal office of the Association, complete books and records showing the financial condition of the Association and shall keep a separate financial account of each member of the Association; shall have charge and custody of, and be responsible for, all funds of the Association and shall deposit or cause to be deposited all such funds in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, monies due and payable to the Association from any source; shall disburse or cause to be disbursed the funds of the Association in accordance with the instructions of the Board of Directors of the Association; shall render to the President, on request, an account of all transactions as Treasurer and of the financial condition of the Association; shall provide the membership in writing a fiscal statement semiannually; and shall, in general, perform all the duties incident to the office of Treasurer and such other duties as, from time to time, may be assigned by the Board of Directors or the President.

Article VIII Corporate Books and Records

Section 8.01. Place of Keeping in General. Except as otherwise provided by the laws of the State of Maryland or these Bylaws, the books and records of the Association shall be kept at the principal office of the Association and all such books and records, except personal records, shall, upon reasonable notice, be open for examination or copying by any member of the Association for proper purposes at any reasonable time.

Article IX Execution of Checks and Contracts

Section 9.01. Execution of Checks. Every check for the payment of money of the Association, and every promissory note of the Association shall, unless otherwise ordered or authorized by the Board of Directors or required by law, be signed by the Treasurer of the Association.

Section 9.02. Execution of Contracts. Every contract (in addition to those mentioned above in these Bylaws) to which the Association shall be a party, shall be executed in its name by its President or Vice President and attested by one other Board member.

Article X Maintenance and Disposition of Association Real Estate

Section 10.01. Maintenance of Association Real Estate. The Board of Directors is authorized to maintain the common areas and roads consistent with their original intended use. Discretionary

authority is so limited that they may not make significant changes in either the character of the common areas or alignment of existing roads without Specific Approval of the Association Membership as defined in Section 10.03.

Section 10.02. Disposition of Association Real Estate. The Board of Directors is not authorized to dispose or otherwise encumber any real estate without Specific Approval of the Association Membership.

Section 10.03. Specific Approval of the Association Membership Defined. Specific Approval of the Association Membership for purposes of this Article X is defined as approval by a vote of not fewer than 60 percent of the entire membership, either in person or by proxy, at any semiannual meeting.

Article XI Notice

Section 11.01. Acceptable Forms of Notice. All notices of meetings of members or the Board of Directors, and all information provided to members shall be deemed adequate if given in written or electronic form.

Section 11.02. Delivery of Notice or Information in Written Form. If given in written form, notice shall be considered delivered to a member or director if mailed or otherwise conveyed to such member or director at the address of such member or director appearing in the current official Sky Valley Directory maintained by the Secretary or otherwise supplied by such member or director.

Section 11.03. Delivery of Notice or Information in Electronic Form. If given in electronic form, notice shall be considered delivered to a member or Director if such member or Director has given the Association prior written authorization to provide notice in electronic form and an officer or agent of the Association certifies in writing that the Association has provided notice as authorized by such member.

Article XII Amendments

Section 12.01. In General. The power to add to, alter, amend, or repeal (wholly or in part) these Bylaws shall be vested in the members of the Association, who may approve such amendments by a vote of not less than 60 percent of those present, either in person or by proxy, at any semiannual meeting of the Association. These Bylaws may not be amended except at semi-annual meetings and notice of any proposed change in the Bylaws must be furnished with notice of the semi-annual meeting and conform to the requirements of the notice for semi-annual meetings

Sky Valley Rules and Regulations

**Sky Valley Association, Inc.
584 Sky Valley Drive
Swanton, Maryland 21561
Last update: January 2022**

The Board of Directors of Sky Valley Association, Inc., pursuant to the powers vested in it under Section 5.08 and 5.09 of the By-Laws, has from time to time adopted these rules and regulations governing the use of the Valley by its members, their guests and persons who rent properties here from members. Members shall be responsible for the payment of any fines due to any violations of these rules by their guests or renters.

A. General Rules

1.0 The speed limit for all vehicles on all Sky Valley roads including the public access is 15 MPH (unless otherwise posted).

1.01 No firearms or other weapons may be discharged in Sky Valley. No sporting weapons (bow and arrow etc.) may be used. No hunting of any kind is permitted.

1.02 Members who rent their properties must post the laminated General Rules for renters placard. Placards will be distributed by the Sky Valley Manager.

1.03 Renters must keep their dogs leashed at all times while on Sky Valley property.

1.04 “Quiet Time” is 11pm to 8am daily.

1.2 Open fires are permitted only as campfires and are not permitted to burn brush or trash. Open fires must be contained and are permitted only in the camping area or on members’ property. The containment shall be inspected and issued a written permit by the Sky Valley Manager prior to use. Generally, containment by either earth-pit-with-rock-enclosure or prefabricated, non-combustible container is acceptable. Fires shall be of reasonable size. There shall be a minimum of 10 feet of clear space around the containment (including 10 feet of overhead clearance from branches). Preferably, fire containment will have spark-containing screening and be approved by Underwriters Laboratories. No open fires will be permitted when the Sky Valley entry sign states that fire danger level is “High.” No fires will be started or continued unless an adult is present and unless there is at least 5 gallons of water or working water hose within close proximity to the fire. The fire shall be extinguished with water when finished. The member shall be held responsible for any damage caused by fire.

1.3 Fireworks or firecrackers of any kind are not to be ignited in Sky Valley at any time.

1.4 Tents and other camping equipment may be used in the camping area only. Usage of the camping area is limited to members and guests only, for periods not to exceed two sequential weeks. The Sky Valley Manager must be notified prior to using the campground and a member’s contact number must be provided.

a. Children’s backyard camping for ages through 18 years is permitted on your property, with an adult Sky Valley member present on the property.

1.5 All pets must be kept under control of the owner at all times. Owners are responsible for clean up of any excrement left by pets in SV public areas. No pets are allowed in the swim beach areas at any time.

1.6 The following rules apply to trash and garbage disposal:

- a. No trash or garbage collection is available anywhere on Sky Valley grounds. Trash or garbage shall not be left anywhere on the grounds including the beaches, boat docks, or boat ramps.
- b. Member trash and garbage will be bagged and deposited by the household occupant in the central compactor on Sky Valley Drive across from the Lodge. No contractor trash shall be deposited in the compactor. Instructions for operation and exceptions to the types of trash and garbage to be deposited in the compactor are posted at the compactor. Members are responsible for guests, renters and contractors compliance with this policy.
- c. Brush and logs may be delivered to the burn pile near the compactor only when the burn pile is open as designated by the sign at the burn pile. No leaves, household or construction material shall be delivered to the burn pile.
- d. The Sky Valley Manager is available at 301-387-7190 for assistance with oversized items and for guidance for the disposition of items that are prohibited from deposit in the compactor or the burn pile. Large item pick-up days are scheduled four times per year and should be used.

1.7 No clear-cutting of trees on a lot is permitted. The consequences of clear-cutting are destructive and contrary to the philosophy of the Sky Valley Homeowner's Association of maintaining a wooded secluded neighborhood. The homeowner, logger, and Sky Valley Manager shall meet in advance of any tree cutting to agree upon the extent of the cutting. Only those trees necessary for construction shall be cut. The logger shall clearly mark all trees to remain with survey tape or similar material. The logger shall coordinate his visit for the cutting with the Sky Valley Manager who shall oversee the operation to ensure the marked trees are not damaged during the cutting. If any tree that is marked for survival is cut or damaged to the extent survival is unlikely, it shall be replaced with trees of the same species and equivalent caliper size, e.g., 1-16" caliper red oak replaced w/ 4-4" caliper red oaks or 8-2" caliper red oaks. Additionally, violation of the procedure shall result in a fine. Members are encouraged to keep lots clear of fallen debris which creates a fire hazard, a potential home for undesirable animals and may negatively impact adjacent home and lot values. Annual lot surveys will be conducted by the Board and owners notified if cleanup of their lot is warranted.

1.8 Building Contractors must agree to provide a porta potty for their crew prior to issuance of a Sky Valley Building Permit.

1.9 The following rules apply to the merging of adjacent lots within Sky Valley:

- a. Only adjacent whole lots may be joined within Sky Valley.
- b. The dividing of any lot in Sky Valley is not permitted.
- c. Members must notify the Sky Valley Manager and Association in writing and receive a written response before proceeding with merging lots.

- d. The lot(s) to be joined must be surveyed prior to transaction. All lot closing documentation shall be provided to the Sky Valley Manager to maintain Association files current and accurate.
- e. All applicable Planning, Zoning and Sky Valley Association By-Laws and Rules must be followed.
- f. Lot owners must pay for any related Sky Valley Association costs such as road improvements, map and directory revisions.
- g. Adjacent lots may be combined into one lot resulting in the owners paying an additional lot membership fee one improved and one unimproved or two unimproved as applicable. The owner maintains all Member privileges commensurate with the dues structure paid.
- h. Ownership of adjacent lots that are not merged must conform to the S.V. Rules regarding lot and building restrictions.
- i. This policy shall be in force once approved by the Board and applied retroactively as determined by Board review.

1.10 S.V. Building Review: As stated in the Sky Valley By-Laws, owing to the topography of the grounds of the subdivision and the desire to preserve the natural beauty of the whole, Sky Valley Association, Inc. reserves the right to approve the location and exterior appearance of any house or structure. This review will be conducted before lot clearing, and the issuance of a Sky Valley construction permit. Before submitting the permit or starting construction it is strongly recommended the owner review the Sky Valley Architectural Design Guidelines on file at the Sky Valley Office and posted on the Sky Valley website. After a construction permit is approved by the Architectural Committee and issued by the Sky Valley Manager, no changes to the exterior appearance or location of the construction will occur without the approval of the Architectural Committee

1.11 Sky Valley Construction Materials are not to be moved or used for personal use without the permission of the Sky Valley Manager.

1.12 Erosion Control Projects are expensive joint projects with the State of Maryland. Rocks used in any Sky Valley Erosion Control Project will not be moved, thrown or repurposed.

1.13. Any items brought into any of the Sky Valley public areas will be removed upon departing the area such as empty food and drink containers. Keeping all of Sky Valley free of trash is appreciated. Lowering maintenance costs and not attracting dangerous animals is in everyone's best interest.

1.14. Only human waste and toilet paper will be deposited in Porta-Potties.

B. Architectural and Land use Rules

1. Only one house shall be erected and maintained by any one lot and the same shall in no case be used for commercial purposes unless approved by Sky Valley Association, Inc. Owing to the topography of the grounds of said subdivision, and the desire to preserve the natural beauty of the whole, Sky Valley Association, Inc. reserves the right to approve the location and exterior

appearance of the house or structure before construction proceeds. Minimum residence living space on the ground or first floor, exclusive of porch area, shall be not less than 760 square feet.

2. No trailers, mobile homes or other similar pre-fabricated or pre-built structures shall be permitted upon the land, but this shall not be construed to prohibit pre-cut or pre-fabricated structures of other than the "mobile" type.

3. No ditches or drains shall be dug or constructed on said lot without the approval of Sky Valley Association, Inc., or its duly appointed agents, and only United States or Maryland approved septic tanks shall be installed for sewerage disposal; garbage shall be kept in containers approved by the Board of Directors and disposed of by removal from said subdivision, and in no case shall sewerage or garbage or other noxious substances be permitted to flow or run into or be thrown into Deep Creek Lake or the pond of water maintained by the Association.

4. No fences, walls or hedges shall be installed on the front portion of any lot within this subdivision between the front lot line and the front building set-back line; provided, individual trees, shrubs and other landscaping shall be permissible therein.

5. The exterior of any structure, the construction of which is commenced, must be completed within 12 calendar months from the date construction began. Minimum set-back requirements shall be as specified in Article 4, section 401 for a single family detached dwelling in a Lake Residential District as set forth in the DEEP CREEK WATERSHED ZONING ORDINANCE. (40 ft. front and rear 15 ft. sides.)

6. The owner (owners) agree that they will not do, nor permit to be done on said property, anything which shall amount to a nuisance, either private or public.

7. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Sky Valley Association, Inc., its successors or assigns.

8. All covenants and agreements herein set forth as well as restrictions will bind on and run with the land and the said Sky Valley Association, Inc. for itself, its successors and assigns, agrees that the same or similar restrictions, covenants and agreements shall be included in each deed or conveyance for all property sold from the said subdivision.

9. Sky Valley Association, Inc., for itself, its successors, assigns and licensees reserves a fifteen (15) foot wide easement along both sides of all road rights-of-way and a ten (10) foot wide easement along the side and rear lines of each and every lot, with the right of ingress and egress thereon for the purpose of installing and maintaining utility lines, gas and water mains, sewer lines and drainage ditches and appurtenances thereto; together with the right to trim, cut or remove any trees or brush necessary, and the right to locate guy wires, braces and anchors where necessary. Except where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subject to the aforementioned ten (10) foot easement. Sky Valley Association, Inc., for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over

and/or through said lots. The owners of said lots shall have no cause of action against Sky Valley Association, Inc., its successor, assigns or licensees either at law or in equity excepting in cases of willful negligence, by reason of any damage caused said lots in installing, operating or maintaining above mentioned installations.

C. Vehicle Rules

1.0 All members are to display the Sky Valley decal on their cars, trucks, motorcycles, or any other vehicle that is registered for use on public roads to identify the vehicle as belonging in Sky Valley. They are to be located on rear of the vehicle. Decals may be obtained from the Manager.

1.1 All guests or renters must display a temporary permit which may be obtained from the Manager. This is to be placed above the dashboard. (Members may secure these for guests/renters and they may supply them to their rental agents.)

1.2 No vehicle may park at the Beach parking lot, the Marina Road or Boat Launch areas without a decal or temporary permit.

1.3 The Marina Road is designated as one-way running from the Beach Parking Lot to Marina One. This will allow for parking on both sides and make the traffic flow smoother. Access for emergency response vehicle shall be provided at all times.

1.4 Parking along Sky Valley roads must be done in a manner that will allow safe access of both members' and emergency vehicles. If you are entertaining guests at your property, as a general rule you should permit parking on one side of the road only, ensuring that two vehicles can still pass. Under no circumstances will parking be allowed along Sky Valley roads when snow plowing becomes necessary. For guidance on parking under special circumstances contact the Manager.

1.5 No vehicle of any kind is allowed to operate along the Lake shore line which is owned by the State of Maryland. Exceptions are vehicles having a valid Handicap Pass which may be used to drive a person to the swim beach area or the boat launch ramp, and Sky Valley Maintenance Vehicles.

1.6 Only Sky Valley members, their family, their guests and full time residents may operate recreational vehicles in Sky Valley. Short term renters are not permitted to operate recreational vehicles in Sky Valley.

1.7 All recreational vehicles of any kind must be registered. Registration is by lot number and plates must be obtained from the Manager. This applies to any vehicle not registered for use on public roads even though it never leaves Sky Valley.

1.8 Identification plates for recreational vehicles must be displayed on the rear of the vehicle and be plainly visible at all times.

1.9 All recreational vehicles shall be operated in accordance with the manufacturer's recommendations for each vehicle and adhere to Sky Valley speed limits and rules. The Board of Directors strongly recommends that owners familiarize themselves with their manufacturer's recommendations. Parents shall be responsible for overseeing the usage of four wheelers (or any other recreational vehicles) by their children. The purpose of recreational vehicles in Sky Valley is convenient transportation, not recreational riding.

1.10 All operators of and passengers on off road recreational vehicles under the age of 18 must wear protective helmets, and any other protective clothing recommended by the manufacturer.

1.11 All snowmobile operators and passengers should wear helmets.

1.12 Recreational vehicles may be operated from 7:30 AM until sunset for riders under age 16. Members age 16 and over may also operate their vehicles until midnight, but only for transportation purposes from one location to a specific destination.

1.13 All recreational vehicles must have standard factory installed mufflers.

1.14 All recreational vehicles must be operated on Sky Valley roads only, except as provided in 3.1 (Handicap access). Posted Speed Limit applies to **ALL** vehicles. **NO** Joy Riding off road or in Sky Valley common areas is permitted at any time. Members are responsible for damage to roads or Sky Valley property caused by operation of recreational vehicles.

1.15 Any member wishing to purchase a new type of recreational vehicle for use in Sky Valley must submit full descriptive material to the Board of Directors before bringing such vehicle to Sky Valley. No registration shall be issued by the Manager until approval from the Board of Directors has been received. The vehicle shall not be ridden without the Sky Valley registration.

1.16. Frozen Lake Access

a. Snowmobiles entering the frozen lake are leaving private property and entering Maryland DNR jurisdiction. Fifteen feet of land from water's edge is the DNR buffer strip. Snowmobiles in Sky Valley are not allowed to access the frozen lake from the DNR buffer strip except by using the Sky Valley Launch Ramp. Using the Sky Valley Launch Ramp to enter the frozen lake is done at your own risk.

b. Maryland DNR does not allow Motorized Vehicles other than Snowmobiles to access to the frozen lake.

2.0 Towing or Moving of Vehicles, RV's, Trailers and Boats.

a. The Sky Valley Manager and/or the President or the Board of Directors may authorize the towing or moving of vehicles and boats. All vehicles will be photographed before being towed or moved. It is the driver's / owner's responsibility to contact the Sky Valley Office to delay or prevent towing or moving when a vehicle as described in section 2b.

b. Vehicles and boats that may be towed or relocated include:

(1). Any vehicles interfering with Sky Valley maintenance operations or snow removal operations.

(2). Unauthorized vehicles parked in the Green areas and public areas of Sky Valley.

(3). Any vehicle blocking access to a Sky Valley Private Lot.

(4). Vehicles or Boats suspected of being abandoned.

(5). Vehicles in accidents that are undrivable or on fire.

(6). Boats not assigned by the General Manager to be in Sky Valley Boat Slips, the Canoe, Paddleboard and Kayak storage racks or in the Personal Watercraft (PWC) slips.

(7). Boats or vehicles interfering with removal or placement of docks.

- (8). Vehicles blocking use of the launch ramp.
- (9). Boats interfering with the normal use of the launch ramp.
- (10). Personal Water Craft in Boat Slips or Beached.
- (11). Vehicles blocking firefighting or police operations.

2.1 Vehicle Towing Fees, Fines and Storage

- a. Any Towing fees will be calculated by the Sky Valley General Manager in order to reimburse towing costs, labor, time, fuel and storage of a towed vehicle or boat. Failure to pay towing fees may result in a fine issued by the Board of Directors and possible loss of privileges.
- b. Unauthorized use of Boat Slips or storage areas may result in a fine from the Board of Directors.
- c. All towing and storage fees will be the responsibility of the owner of the vehicle or boat.

D. Waterfront Rules

1.0 The Sky Valley waterfront including the swim beach and picnic areas are for the exclusive use of Members, their guests, full time residents and short-term renters. No day use of the waterfront is permitted by others.

1.1 Handicap access to the beach and marina is available for those with true medical handicaps. You must contact the manager to get a handicap tag which allows you to drive a handicap person down to beach and marina area. No parking in the swim beach area, along the waterfront at the docks or inside the marina gated area is permitted.

1.2 No boats (including kayaks, jet skis, paddleboards and canoes) are permitted inside the swimming area marked by buoys. No pickup or discharge of marine passengers from the swimming area, swim platforms or beach shoreline is permitted. There is a 100 foot DNR no wake zone in these areas. Violating craft should be reported to the DNR, members of the Board or Sky Valley Manager.

1.3 No pets are allowed in the picnic, swim docks or beach areas. This is a year-round rule. The entire area, which starts at the beach parking area is considered the "Beach".

1.4 Pets are allowed to swim in the marina area. Owners must keep their pets under control at all times and clean up any excrement left by their dogs in all marina and common areas.

1.5 Fishing is not permitted inside the swimming area marked by buoys at anytime of the year. We ask your cooperation not to fish in this area at any time because snagged fishing hooks and lures may cause injury to persons swimming in this area during the season.

1.6 Cutting and cleaning of fish is not permitted on the boat docks, as it may result in either health or safety hazards.

1.7 Removal of stones and rocks from the shore line is prohibited and result in waterfront erosion and unsafe swimming conditions.

1.8 For rules governing the use of the Marina and Launch Ramp, please see the "Sky Valley Boat Slip and Marina Policy Document".

E. Rules Governing Corporate Membership

1.0 A corporate member of Sky Valley shall remain in good standing and be entitled to use the streets, roads, common ground, parking, pedestrian easement and other recreational facilities within Sky Valley that are owned by or under the control of the Association only if the following conditions are met:

- a. The Board of Directors is provided evidence of the good standing of the corporate member under the laws of the State of Maryland and also provided a copy of the Articles and By-Laws of the corporate member. The corporation must continue at all times to be in good standing under the laws of the State of Maryland.
- b. The corporate member shall be required to designate not more than five persons who, subject to satisfying the other conditions set forth herein, shall be entitled to use the facilities of Sky Valley.
- c. The corporate member shall be liable for all dues, assessments and other charges incurred by the corporation as a member in Sky Valley and the corporation shall also be liable for any fines, penalties or other charges assessed to or imposed upon any individual persons utilizing the corporate membership.
- d. Each individual person employing the corporate membership shall also be responsible and liable for any dues, assessments, fines, penalties or other charges assessed to or imposed upon those persons employing corporate membership.
- e. Each year, the corporation shall be required to supply to the Board of Directors a specific list of the five persons whom the corporation designates as being entitled to use Sky Valley facilities. Any use of Sky Valley facilities by other persons purporting to exercise rights of the corporate membership shall result in the suspension and, in the discretion of the Board of Directors, revocation of privileges of membership of the corporate member and its designees for a period of not less than six (6) months.
- f. The corporate member and all individuals using facilities of Sky Valley under the corporate membership shall be subject to all other rules and regulations of the Association and other terms and conditions set forth in the Articles of Incorporation and By-Laws of the Association.

2.0. Conveyance of Property. The owner(s) agree that they will not sell, assign or convey lot(s) they own without first having given notice to Sky Valley Association, Inc. of their intent to sell any such lot and also shall give notice to any prospective purchaser, in accordance with the Maryland Homeowner Association Act, which appears in Title 11B of the Real Property Article of the Maryland Annotated Code, that any such prospective purchaser, upon acquiring a lot in Sky Valley, shall become a member of Sky Valley Association, Inc. and be subject to all of its rules, regulations and responsibilities. Any deed conveying title to any lot in Sky Valley shall reflect that the property is conveyed subject to the rights and obligations of membership in Sky Valley Association, Inc., including the provisions of these By-Laws and all other rules and regulations of the Association.

3.0. Lien in Favor of the Association. Non-payment of Assessments - Statement of Condominium Lien. Any dues, charges and assessment levied pursuant to these By- Laws, and

any installment thereof, which is not paid on the date when due shall be delinquent and shall entitle the Association to claim the amount of the dues, charges and assessment, together with interest thereon, late charges and the actual costs of collection and reasonable attorney's fees, as a lien in accordance with the Maryland Contract Lien Act, Section 14-201, Real Property Article, Annotated Code of Maryland (1981 Repl. Vol.) et seq. The personal obligation of the member to pay the assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any dues, charges or assessments or any installment thereof, may be maintained without foreclosing or waiving the lien established pursuant to the Maryland Contract Lien Act. No sale or transfer shall relieve a member from liability for any such dues, charges and assessments which became due prior to such sale or transfer or from the lien of any subsequent dues, charges and assessments; provided, however, that a sale or transfer of a member's property pursuant to the foreclosure or any proceeding in lieu thereof of a recorded first mortgage or deed of trust shall extinguish the lien as to payments which became due prior to such sale or transfer.

F. Rules Governing Violations

1.0 Violations of rules set forth above by the Sky Valley Association, Inc. can result in fines or suspension of privileges. The Sky Valley Association By-Laws specifically provide the authority to impose such fines and suspension of privileges.

1.1 Violations of Sky Valley Rules and Regulations will require assessment of fines. The following fine schedule is in effect for violations within any fiscal year period. Sky Valley members are encouraged to constructively uphold the Rules and Regulations by engaging those who violate them, and if needed, refer enforcement items to the Sky Valley Manager or Board of Directors:

- a. First violation - \$50.00
- b. Second violation - \$100.00
- c. Third violation - \$250.00 and suspension of privileges

A member will be notified in writing of the assessment of a fine for any rule violation. The notification will specify the violation and contain a suspense date for member response to the assessment. Either the member must pay the fine or appeal the assessment in writing to the Board of Directors by the suspense date. Failure to do either will result in suspension of privileges of membership until the fine is paid or the assessment is appealed. In the case of appeal, the process of by-law 5.081(d) shall apply. If the appeal is denied, a new suspense date will be set by which the fine must be paid or membership privileges will be suspended.

1.2 In the event a fine is levied the recipient may appeal in accordance with provisions of Sky Valley By-Laws Clause 5.081(d).

F. Contribution to Reserve Fund

1 Pursuant to Section 5.15 of the Sky Valley By-Laws, the Board approved a resolution for a one time contribution to the Sky Valley Reserve Fund. This contribution is to be collected from the **BUYER** at the time of Settlement of the sale of an Unimproved Lot or Home in Sky Valley. This resolution was passed by the Sky Valley Board on March 21, 2015, and is effective beginning

June 1, 2015. The one-time contribution to the Sky Valley Reserve Fund for an UNDEVELOPED LOT shall be equal to 2 (two) times the current year's Annual Assessment for a lot owner. The one-time contribution to the Sky Valley Reserve Fund for a HOME purchase shall be equal to 1 (one) times the current year's Annual Assessment for a Homeowner.

G. Additional Rules That Apply To Rental Properties/Renters

1.0 Members of Sky Valley Association who rent their home are required to purchase a Garrett County Transient Vacation Rental Unit (TVRU) License and submit a current copy each year to the Sky Valley Manager. This Sky Valley rule applies to all rental properties regardless of your promotion methods or to whom you rent. The TVRU procedure can be found on the county website or by calling the Garrett County government.

1.1 Rental owners must mount magnetic "Rental Rules" placard in kitchen.

1.2 Minimum age for renters is 25.

1.3 Renters may have their own boat in the marina if space is available. All docks are assigned to members therefore a renter must coordinate with and show proof of ownership to Sky Valley Manager who may assign a temporary dock if one is available and collect a fee. There is no guarantee that a dock will be available. Renters may not use the Sky Valley boat ramp for motorized vessels or have rental boats in marina. All kayaks and paddle toys launched in Sky Valley must be free from plant growth of any kind. Motorized vessels must be launched at DCL State Park and inspected for invasive species. (Managers' phone number is 301.387.7190)

1.4 No parking of vehicles used by renters on the street at any time.

1.5 Occupancy of rental properties must be in conformance per Fire Marshall requirements.

1.6 Agencies and rental owners must send "Sky Valley Rules" to renters 30 days in advance of rental date. Renter must sign to acknowledge reading and understanding the rules. Signature must be on file with agency or owner and available to Sky Valley Manager if requested. (by "Sky Valley Rules" we mean a copy of the Placard).

SHORT-TERM RENTAL OWNER RESTRICTIONS

In order to maintain and promote community standards, preserve property values, discourage investor rentals, maintain lender confidence in the stability and quality of Sky Valley, keep liability insurance premiums low and promote neighborhood stability and a sense of community generally, the following rules regarding Rentals (defined below) in Sky Valley shall hereby be enacted by the Board of Directors of Sky Valley Association, Inc.:

DEFINITIONS

For purposes of these rules, the following definitions shall apply:

“Dwelling” shall mean any improvement or structure situate upon a lot or lots within the Sky Valley community.

“Grandfathered Dwelling” shall mean any Dwelling that a Member wishes to Rent and for which a duly executed Sky Valley Rental Property Application form (available upon request from the Sky Valley Manager) and a copy of the applicable Garrett County Transient Vacation Rental Unit (TVRU) license, (or application for such license) has been delivered to the Sky Valley Manager or his authorized agent on or before November 30, 2024.

“Member” shall mean a natural person, a trust, a corporation, a partnership, an LLC or other entity recognized as such under Maryland law owning a lot or lots in Sky Valley.

“Rent,” “Rentals,” “Rented” or similar term shall mean a leasing or rental of a Dwelling for a period of less than 4 consecutive weeks. Rentals of 4 consecutive weeks or longer shall not be subject to the foregoing rules.

“Sky Valley Manager” shall mean the current manager of the Sky Valley community, whose office is located at 584 Sky Valley Drive, Swanton, MD, (301) 387-7190 or (800) 450-0203.

Restrictions

(a) Except as otherwise specifically provided herein, each Member shall occupy and use such Member’s Dwelling as a private residence. Rental of all or any part of a Dwelling is prohibited, except as expressly provided herein.

(b) The maximum number of Dwellings that may be Rented or made available to be Rented at any given time shall be capped at 30, provided however, that regardless of the number of Dwellings that are then Rented, a Grandfathered Dwelling may continue to be Rented in accordance with the provisions of these rules, but may only continue to be Rented until such Dwelling is sold or otherwise conveyed, i.e. Rental rights shall not convey.

(c) It is anticipated that the number of Grandfathered Dwellings will initially exceed the cap of 30. However, as Grandfathered Dwellings are sold or otherwise conveyed, that number will be reduced. After November 30, 2024, Members not owning Grandfathered Dwellings and who wish to Rent, may submit a completed Sky Valley Rental Application to the Sky Valley Manager and will be approved for Renting on a “first come, first served” basis, so long as no more than 30 Rentals would then currently be approved.

(d) In the event a Member requests approval to Rent a Dwelling that would cause the number of Rented Dwellings to exceed 30, such Member's name shall be placed on a waitlist (ordered by application submission date) and shall be notified in writing by the Board of Directors or its agent whether such Rental will or will not cause the maximum allowable number of Rentals to be exceeded, and thus may or may not be approved. Such waitlist shall be available for inspection by any Member upon request to the Sky Valley Manager.

(e) Each Member (including those Members owning Grandfathered properties) desiring to Rent a Dwelling at any time after November 30, 2024, shall, prior to Renting such Dwelling, submit (if required by current Garrett County Regulation) a copy of such Member's current Garrett County TVRU license to the Sky Valley Manager or his authorized agent, and shall maintain and submit all renewals of such license.

(f) Any Member Renting a Dwelling shall not use such Dwelling for timesharing, fraction-sharing, interval ownership or any similar arrangement wherein the right to use such Dwelling may be assigned, shall not Rent or lease less than the entire Dwelling, shall not Rent or lease for hotel or commercial purposes and shall not Rent or lease for other than housing or vacation rental purposes. Oral agreements for Rentals and subleasing of any Dwelling are prohibited.

(g) No Member (other than owners of a Grandfathered Dwelling) shall be approved for Renting a Dwelling until such Member has owned such Dwelling continuously for at least one year. Proof of such ownership shall be provided to the Sky Valley Manager or his authorized agent.

(h) In the event that a Member, due to medical or health reasons, military duty or other justifiable cause constituting a hardship, in the sole discretion of the Board of Directors, shall be unable to occupy a Dwelling for a period in excess of six months, and based upon such hardship, wishes to Rent such Dwelling, such member may make a written request to the Board of Directors which may grant such Member an exemption to any of the above-described restrictions, upon such conditions and restrictions as the Board of Directors, in its sole discretion, may establish and apply, provided however, that the maximum period of time such Member may be granted such hardship exception shall be one year, unless otherwise approved by the Board of Directors. (i) In order to defray additional personnel, administrative, maintenance and other costs incurred by Sky Valley Association, Inc. as a result of non-Member use of facilities, there shall be a fee of \$300 applicable to all Members approved for Renting a Dwelling. Such fee shall be payable annually at the time Member dues are payable (March 1) commencing in calendar year 2025. New Rentals shall be charged a pro-rata amount and terminated Rentals shall receive a pro-rata refund, based upon the month Rentals begin or are terminated, as applicable. Such fee may be increased in future years, but such increase shall not exceed the cumulative percentage increase of annual membership dues.

(j) In the event any Member violates any provision of this Section, such Member shall be subject to fines, removal of privileges, withdrawal of Rental approval if previously granted, removal of dock privileges or other penalties as shall be determined by the Board of Directors. The application of such penalties shall depend upon the nature and extent of the violation and whether such violation is a repeat violation. Imposition of such penalties shall be in accordance with Section 11B – 111.10 of the Code of Maryland or its successor.

SKY VALLEY ARCHITECTURAL DESIGN GUIDELINES

1. Intent and Applicability

Diversity in architectural design is a part of the heritage of the established residences in Sky Valley. Although a building can be diverse in design, our goal is for any new buildings or renovations to be compatible with neighboring homes so that they share fundamental relationships of building mass and scale, finishes, design, orientation and setback.

1a. Intent.

It is our intent to make the construction process as easy as possible with no surprises for both the owner and the Board of Directors. It is also the intent to further ensure that new buildings and additions are compatible with the traditional rural character of Sky Valley, while also accommodating diversity in design. Creative designs are encouraged so long as they respect the basic informal character of the neighborhood and retain the “Mountain Woodsy” appearance of the existing surrounding environment.

It is the Sky Valley community’s intent to maintain the appearance and livability of Sky Valley, reinforce the distinct character of the neighborhood, maintain the value of our existing homes and promote lasting and sustained investment in the neighborhood with sound design.

1b. Applicability.

For the most part, these guidelines address building materials, finishes and colors, building setbacks, building size, additions, and accessory structures. They apply to all new structures and modifications and additions to existing structures.

2. Design Guidelines

2a. Building Materials, Finishes & Colors.

The use of traditional building materials that reflect those found in the surrounding neighborhood is encouraged. Newer materials may be appropriate, so long as they reflect the appearance and quality of the surrounding structures.

Building materials with texture and patterns create visual interest and signify quality construction and detailing. The use of natural materials such as painted or natural finish wood siding (horizontal lap, tongue and groove, board and batten or vertical) and stone are encouraged. Synthetic alternatives to these natural materials may be used if manufacturer specifications and/or precedents for application demonstrate that they will perform equally or better than the natural materials in terms of maintenance, design and aesthetic goals.

Colors for siding, roofing and exterior trim should conform with the typical “earth tone” colors found in Sky Valley. Acceptable colors are in the “earth tone” range, as well as muted blues, greens, or reds. A finish and color schedule submission will be required when applying for a Sky Valley Building Permit. The schedule should include a list of the affected areas and related colors and should include color samples or swatches where possible. Any deviations from the recommended finishes or colors must be approved.

2b. Building Setbacks and Easements.

All Garrett County setbacks (minimums) are 40’ from the front of the structure to the street.

For a residence, the setback is also 40' to the rear property line and 15' on each side. For garages and other outbuildings, setbacks are 40' from the front and 5' on each side and rear. Encroachments into the required minimum setback such as decks, porches and protruding windows may be permitted, provided they don't interfere with the use of any easement. Encroachments require a variance either from the County or Sky Valley Manager depending on which type of easement or set back is involved. Shared access easements may allow driveways and common lanes to be located along private lot lines. Limits to access widths may be apportioned among all lots sharing access.

It is generally preferred that a new building setback be in line with the setback of adjacent buildings to maintain an appearance consistent with other front yards. Where there is a narrow range of variation in setbacks, a new building should fit within that established range.

2c. Building size and orientation.

A new building should be within the range of heights and scale seen traditionally in the neighborhood. A single-family structure should not overwhelm existing structures, in terms of height or overall size. Building height should not exceed a 20' wall plate or 35' to the top of the highest roof ridge.

All buildings should orient to the street or to common open spaces so as to serve as an extension of the streetscape and surrounding community.

2d. Additions.

Modifications or additions to buildings shall conform to these guidelines. The Sky Valley Manager may, if circumstances warrant, waive any requirement applied to an addition that conflicts with the consistent design of an existing building or conflicts with the prevailing character of Sky Valley. Additions should be designed such that the existing character of the building is maintained to the extent possible. They should be compatible with the scale and size of the primary building and should use materials that are similar to and compatible in appearance with the existing materials of the primary building.

To the extent possible, additions should be placed at the rear of the primary structure or set back from the front to minimize the visual impact on the original structure and to allow the original proportions and character to remain prominent. When constructing a rooftop addition, the mass and scale should be subordinate to the scale of the existing building. It should be set back from the front of the building and the form and slope should be in character with the existing building.

2e. Accessory Structures.

Using an accessory structure to accommodate parking and storage is encouraged, because doing so will help to reduce the perception of the overall mass of building on the site.

Garages should be limited in size to not be more than 40% of the elevation size of the front of the house. Ground-mounted mechanical equipment servicing the building may be located in the side or rear setback provided that it extends no more than 6 feet from the principal building, no closer than 3 feet to the lot line, and is screened from public right-of-way by structures or landscape. These limitations do not apply to any utility structures otherwise authorized to be located according to easements or in the right-of-way, which shall follow the location and design standards of those specific authorizations.

Structural projections such as bay windows, balconies, canopies, chimneys, eaves, cornices, open fire escapes, egress wells, or other non-foundational overhangs or projections may extend up to 4

feet from the foundation and encroach into the setback, but no closer than 2 feet from any lot line. This exception shall be limited to no more than 20% of the surface area of a building elevation. The size and frontage of garages and other accessory structures should be kept to a minimum, particularly on narrower lots.

2f. Site Drainage.

All designs for new structures should have a SWM (Stormwater Management) Plan, which will be required by the County. The plan should preserve natural drainage and accommodate stormwater runoff into the roadside culverts along the street. If possible, the plan should include a natural drainage way as an amenity. It should avoid altering or obscuring natural or existing drainage ways, enhance existing detention areas and drainage ways, and include them as part of the landscape design to the extent possible. The use of open drainage swales with natural linings is encouraged, as is the use of native grasses and rock.

3. The Permit Process.

County Building Permits are required for most new construction, additions and renovations. Accessory buildings (like garages & sheds) that are larger than 240 square feet also need a building permit. Please call the Garrett County Permits Office for more details about permit requirements in specific situations including exemptions for special structures. Before starting a project, you must submit a Sky Valley Building Permit Application to the Sky Valley Manager. Please apply for the Garrett County permit first and include a copy of the approved Garrett County permit with the submission to Sky Valley.

It is advised to call the Garrett County permit office first and discuss your project with them. (*Garrett County Permits and Inspection Division: 301-334-7470, Courthouse Administrative Building 203 South Fourth Street-Room, 208 Oakland, MD 21550, Bruce Metz, Chad Fike.*) They will let you know what you will need to bring to the application meeting. Usually, it's just a sketch of the project with full dimensions, which can be hand-drawn. Anything larger than a garage or porch will require architectural or builders' drawings. Most likely they will send you to the Dept of Health building on Memorial Drive to get a sign-off that the project does not impede your septic system or field.

A printable copy of the SV Permit is located in the Members Area of the SV website. Per the SV By-Laws, the exterior elements of all projects must be completed within 12 months of construction start. That would include roof, siding, soffits, windows, doors, decking, driveway and landscaping. Please refer to the Deed/Covenants and Sky Valley By-Laws for further guidance.