

Removed from Bylaws

Section 3.03

1. Only one house shall be erected and maintained by any one lot and 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 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 structure 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 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.

Section 3.04. 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.

Section 3.05. 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.

Section 4.053 – The italics were incorporated to 4.06(b) in the revised bylaws. The remainder of this Section was removed.

Proxies. Any person who is entitled to vote (as the sole owner of a numbered lot 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 or by proxy executed in writing or by a duly authorized attorney in fact. No proxy shall be valid 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. As used in these By-Laws, the term "proxy" shall be deemed to include ballots published in the newsletter of the Association or otherwise distributed to all members of the Association, which are executed in writing by a member or duly authorized attorney in fact for a member.

Clause 4.054. 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 one fourth (1/4) of the total votes capable of being cast in accordance with Clause 4.052 are present in person or by proxy unless otherwise specified as in Articles IX and X.

Clause 4.055

Section 5.081(d) – The italics were incorporated to 5.081(c), which became 6.01(c). The remainder of this Section was removed.

The power to assess fines upon individual members of the Association for violating the rules and regulations of the Association (for instance with regard to misuse of common grounds, speeding, etc.). A member shall be subject to a fine of \$50.00 for the first violation in a given fiscal year, \$100.00 for the second violation in said year and the Board shall be authorized to impose a fine of \$250.00 and to suspend the privileges of membership for the third violation in a given year. A member shall be entitled to appeal from the imposition of any such fine to a special committee established by the Board of Directors and shall have the right to present reasons for the appeal in person or in writing to such committee. The committee, after considering the appeal of the member and any information the member chooses to present, shall make a recommendation to the Board to sustain the fine imposed, reduce the amount of the fine or eliminate the fine entirely. The Board may accept or reject the committee's recommendation. The decision of the Board shall be final.