

WILL O' THE WISP PRESTIGE CONDOMINIUMS
AMENDED AND RESTATED BY-LAWS

ARTICLE I
General Provisions

1.1 *The Condominium*

The property located in Garrett County, State of Maryland, and as more particularly described in the Condominium Regime Declaration for Will O' the Wisp Prestige Condominiums (hereinafter referred to as the "Declaration" and recorded in Liber 360, Page 347 among the Land Records of Garrett County, and the improvements thereon, is subject to a condominium regime to be governed by the Declaration, these By-Laws and the Condominium Plats recorded among the Land Records of Garrett County aforesaid. The name of the condominium regime (hereinafter called the "Condominium") is Will O' the Wisp Prestige Condominiums.

1.2 *Council of Unit Owners*

The Council of Unit Owners of the Condominium (hereinafter referred to as the "Council") shall be an unincorporated association to provide for the administration of the Condominium and as such is constituted a legal entity for all purposes. The Council, through its Board of Directors, shall administer the operation and management of the Condominium and undertake to perform all acts and duties incident thereto in accordance with the provisions of the Declaration, By-Laws and the applicable laws of the State of Maryland.

1.3 *Membership*

Each unit owner in the Condominium is, and by accepting title to a unit in the Condominium agrees that he shall automatically become, a member of the Council upon his acquisition of title to the unit, and the voting rights of such member shall be as specified in Article II hereof. The membership of any such unit owner shall terminate automatically upon the said unit owner being divested of title to such unit, regardless of the means by which such ownership may be divested, but the obligations incurred by such owner while a member shall continue and the rights of the Council to enforce such obligations shall also continue, as herein provided. No person holding any lien, mortgage or other encumbrance upon any unit shall be entitled, by virtue thereof, to membership in the Council or to any of the rights or privileges of such membership unless otherwise specifically provided by the Declaration, these By-Laws or the applicable laws of the State of Maryland. No lessee of a unit shall be considered an owner for purposes of voting unless the lease provides otherwise.

1.4 *Exclusive Ownership and Possession by Unit Owners*

Each unit owner shall be entitled to exclusive ownership and possession of his unit. Each unit owner shall be entitled to an undivided interest in the common elements in the percentage expressed in Exhibit A of these By-Laws. The percentage of the undivided interest of each unit owner in the common elements expressed in Exhibit A shall have a permanent character and shall

LR - Recording Fee (No Taxes) 75.00
Grantor/Grantee Name: Will OThe Wisp Prestige Condo
Reference/Control #: Ingram
LR - Surcharge 40.00
SubTotal: 115.00
Total: 115.00
01/26/2016 03:12
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Garrett County, MD -
02.01 -

not be altered without the consent of all unit owners expressed in an amended Master Deed duly recorded. The percentage of the undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

1.5 *Application of By-Laws*

The provisions of these By-Laws shall be applicable to present and future owners, tenants and future tenants and their employees, and any other person who might use the facilities of the Condominium in any manner, and such persons shall be subject to the provisions of the Declaration, these By-Laws and the applicable laws of the State of Maryland. The mere acquisition of title or rental of any unit in the Condominium, or the act of occupancy of any unit, will signify that these By-Laws and the provisions thereof are accepted, ratified and will be complied with by the person or persons acquiring title or renting the unit in the Condominium.

1.6 *Litigation and Arbitration*

1.6.1 No judicial proceeding shall be commenced or prosecuted by the Board of Directors of the Council unless approved by a vote of sixty-six and one-third percent (66¹/₃%) of those present and voting at a regular or special meeting of the Council. This Section shall not apply, however, to (a) actions brought by the Council to enforce the provisions of the Declaration and these By-Laws (including, without limitation, the establishment and foreclosure of liens), (b) the imposition and collection of assessments as provided in the Declaration or these By-Laws, (c) enforcement of the House Rules, should such rules be adopted by the Council, or (d) counterclaims, cross-claims and third party claims brought by the Council in proceedings instituted against it.

1.6.2 Except as provided by the Maryland Condominium Act, any dispute between the Council and its members as such, on the one part, and a unit owner or unit owners on the other part, shall be submitted to arbitration in accordance with paragraph 1.6.4 below.

1.6.3 Any dispute, disagreement or controversy whatsoever between the Council or any of its members as such; any officer, agent or employee of the Council as such; or any unit owners, past or present, as such; on the one hand, and Developer on the other hand, shall be submitted to arbitration in accordance with paragraph 1.6.4 below.

1.6.4 Any controversy to be submitted to arbitration pursuant to the provisions of this Section 1.5 shall be submitted to arbitration pursuant to the Maryland Uniform Arbitration Act and in accordance with the rules of the American Arbitration Association then obtaining for commercial arbitration. The award of the arbitrators shall be final and binding as between the parties. A party to the arbitration may petition a court to confirm the award, and any judgment entered in conformity with the award may be enforced as any other judgment pursuant to the Maryland Uniform Arbitration Act.

Article II
Council of Unit Owners

2.1 Constitution

The Council hereby constituted shall be comprised of every person, firm, or corporation which owns, severally or with others, any unit within the Condominium.

2.2 Voting

Ordinarily the Council shall have a total number of votes equal to the number of units dedicated to the condominium regime. Voting shall be on a unit basis and each unit shall be entitled to one vote. However, if any of the ten unit owners whose weighted votes as shown on Exhibit A is greater than 2.13, requests that votes be weighted as shown in Exhibit A, the voting shall be weighted by unit size as per Exhibit A.

2.3 Majority of Owners

As used in these By-Laws, the term "a majority vote of owners" shall mean more than fifty percent (50%) of the total of votes represented and voting at the meeting.

2.4 Quorum

At any meeting of the Council, the presence in person or by proxy of owners of no less than 30% of the total number of units shall constitute a quorum unless one of the ten owners whose percentage of ownership as shown on Exhibit A is greater than 2.13, then a quorum will be based on a weighted basis as shown on Exhibit A.

2.5 Proxies

Votes may be cast in person or by proxy. Proxies shall be in writing and must be filed with the Secretary (or if he is not present, such other person as the President may designate) before the appointed time of the meeting. A proxy shall be effective only for the specific regular or special meeting for which it is issued. A proxy who is not appointed to vote as directed by a unit owner may only be appointed for purposes of meeting quorums and to vote for matters of business before the council of Unit owners, other than the election of members of the board of directors.

2.6 Meetings

a. Annual Meeting

There shall be an annual meeting of the Council at such a time and place as determined by the Board of Directors. Notice for the meeting shall be delivered, by US mail or, subject to the provisions of 3.2.6, by electronic transmission, no less than 15 days and no more than 90 days prior to the date of the meeting. At the annual meeting the Board of Directors shall give a financial report for the preceding fiscal year, present an operating budget for the following fiscal year and make

recommendations for needed renovations or other improvements to the common areas of the Association. The owners may also transact such other business of the Council as may properly come before them.

b. Special Meetings

Special meetings may be called at any time for the purpose of considering matters, which by the terms of these bylaws, require the approval of all or some of the unit owners or for any other reasonable purpose. Special meetings may be called by the majority of the Board of Directors or by petition signed by the owner of at least one-third (1/3) of the units. Notice of Special meeting must be sent by US mail or electronic mail at least 15 days prior to the meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered at the meeting.

Article III Administration

3.1 Administration

The Council of Unit Owners shall elect a Board of Directors which, for the benefit of the condominiums and unit owners, shall enforce the provisions of these by-laws and the Board of Directors shall have authority to acquire and pay for out of the common expense fund hereinafter provided for, the following:

- a. Water, sewer, garbage collection, telephone, electricity and gas and any other necessary common utility service for the common elements (and to the extent not separately metered or charged, for the units.
- b. Insurance as more fully described in Article VII.
- c. The services of a person or firm to manage its affairs;(herein called "The Manager") to the extent deemed advisable by the Board of Directors as well as such other personnel as the Board of Directors shall determine shall be necessary or proper for the operation of the common elements, including recreation areas, whether such personnel are employed directly by the Board of Directors or are furnished by The Manager.
- d. Legal and accounting services necessary or proper in the operation of the common elements or the enforcement of these By-Laws.
- e. A fidelity bond naming the Manager, if any, and such other persons as may be designated by the Board of Directors as principals and the unit owners as obliges in an amount at least equal to twenty-five per cent (25%) of the total sum collected through the common expense fund for the preceding year.

- f. Painting, maintenance, repair and all landscaping of the common elements, and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same for the common elements; provided, however, that the interior surfaces of each unit shall be painted, maintained and repaired by the owners thereof; all such maintenance to be the sole cost and expense of such particular unit owner.
- g. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of these By-Laws or by law or which, in its opinion, shall be necessary or proper for the operation of the common elements or for the enforcement of these By-Laws, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular units, the costs thereof shall be specially assessed to the owners of such units.
- h. Maintenance and repair of any unit. If any such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or preserve the appearance and value of the project, and the owner of said unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair, delivered by the Board of Directors to said unit owner, provided that the Board of Directors shall levy a special assessment against the condominium of such unit owner for the cost of said maintenance or repair.
- i. Alterations, Additions and Improvements of Common Elements: Structural alterations, capital additions to, or capital improvements of the common elements requiring an expenditure of more than \$20,000 requires the approval of a majority the Council of Unit Owners.

3.2 Board of Directors

3.2.1 Election: At each annual meeting, the unit owners shall elect a Board of Directors for the forthcoming year. The Board of Directors shall consist of nine members with three members being elected each year for a term of three years. Members may be re-elected for additional terms. A call for nominations shall be sent to all unit owners not less than 45 days before notice of an election is sent. Only nominations made at least 15 days before notice of an election shall be listed on the election ballot. Candidates shall be listed on the ballot in alphabetical order, with no indicated candidate preference. Nominations may be made from the floor at the meeting at which the election to the Board is held. Each unit is entitled to one vote for each vacancy.

3.2.2 Resignation or Removal: Any member may resign at any time by giving notice to the President of the Council of Unit Owners in writing. If any member ceases to be a unit owner, his membership on the Board of Directors shall thereupon terminate. Any member may be removed by a majority vote of the Council of Unit Owners. In the event a member of the Board of Directors does not participate in Board meetings and/or Board responsibilities for a period of two consecutive meetings or longer, the Board of Directors, by majority vote, may declare the position as vacant.

3.2.3 Proceeding: Five (5) members of the Board of Directors shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall constitute the action of the Board of Directors. Meetings of the Board of Directors may be called, held and conducted in accordance with such regulations as the Board of Directors may adopt. A member of the Board of Directors may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this, constitutes presence in person at the meeting. The Board of Directors may also act without a formal meeting by unanimous consent of its members in writing or by electronic mail.

3.2.4 Board Vacancies. A vacancy on the board may be filled with a person selected by a majority of the remaining directors of the board, even though there may be less than a quorum of board of directors, and a person so elected shall be a director for a term of office from the date of board approval continuing until the next election of directors by the Council at which time the Council will elect a director to fill the remainder of the term of the person who resigned or ceased to be a unit owner.

3.2.5 Roster of names and addresses. The Board of Directors shall maintain a current roster of names and addresses, and email addresses where applicable, of each unit owner to which notice of meetings shall be sent.

3.2.6 Notifications by electronic transmission. Notwithstanding language that may be contained elsewhere in the governing documents, the Board of Directors may provide notice of a meeting or deliver information to a unit owner by electronic transmission if the unit owner gives the Board of Directors prior written authorization to provide notice or deliver information by electronic transmission. Notice or delivery by electronic transmission shall be considered ineffective if the Board of Directors is unable to deliver two consecutive notices or the inability to deliver the electronic transmission becomes known to the person responsible for sending of the electronic transmission. The inadvertent failure to deliver notice by electronic transmission does not invalidate any meeting or other action.

3.3 Officers

3.3.1 Designation and election

The executive officers shall be a President, a Vice President, a Secretary and a Treasurer and such other officers as the Council in their judgment may deem necessary. The officers shall be elected for one year terms by the Board of Directors at its first meeting following the annual meeting of the Council. The President and the Vice-President shall be members of the Board of Directors.

3.3.2 *President*

The President shall be the chief executive officer of the Council and Board of Directors. He shall preside at all meetings of the Council and Board of Directors and he shall have the right to vote. He shall have all the general powers and duties which are usually vested in the office of a

president of a council, including, but not limited to, power to appoint committees from among the owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Council.

3.3.3 *Vice President*

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Council to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

3.3.4 *Secretary*

The Secretary shall keep the Minute Book of the Council and Board of Directors in which shall be kept the minutes of all meetings of the Council and Board of Directors, recording resolutions adopted by them. The Secretary shall also have charge of all other books and papers of the Council and Board of Directors shall count votes at meetings of the Council, and shall perform all the duties incident to the office of Secretary.

3.3.5 *Treasurer*

The Treasurer shall have responsibility for overseeing funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council, and he shall keep such books and records in accordance with good accounting practices applied on a consistent basis. He shall be responsible for overseeing the deposit of all monies and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Council. If a Managing Agent is engaged by the Board of Directors, then the Treasurer may delegate to the Managing Agent the responsibility for maintaining the fiscal books of account, provided monthly statements are submitted to him by such Managing Agent.

Article IV Obligation of Owners

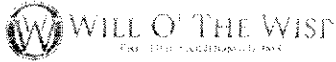
4.1 Each owner is obligated to pay the annual assessment to meet the budget and any special assessment adopted by the Board of Directors applicable to his unit. By accepting title to a unit as owner, the owner does hereby (jointly and severally if more than one person) covenant and agree to pay to the Council all assessments and installations thereof, including any special assessment, coming due while he is the owner of the unit. The amount of an assessment of each owner shall be in proportion to the percentage interest in the common expenses of the Condominium appurtenant to his unit as set forth the Condominium Regime Declaration.

Any surplus of receipts over expenses of the Council for any fiscal year shall be either applied to reduce the assessments necessary to meet the budget adopted by the Board of Directors for the next

fiscal year, or, with the approval of the Council of Unit Owners, applied to common area improvements to be done in the next fiscal year or, with the approval of the Council, placed into the Reserve Fund..

4.2 *Lien for Assessment and Reserve Fund*

- a. The assessment upon each unit owner shall be paid as provided by the Board of Directors, provided, however, that in the event the budget adopted by the Board of Directors shall include an item for a reserve fund for capital improvements, repairs and/ or replacement of capital facilities in the common elements of the Condominium, a proportionate amount of each assessment payment received by the Council applicable to the reserve fund item in the budget shall be received and held by the Board of Directors in trust, and shall be held by it separate and apart from other Council funds. Such trust funds shall be retained by the Board of Directors and used only for capital improvements and/ or replacement of capital facilities in the common elements of the Condominium upon the approval of the Council of Unit Owners; except that in any fiscal year, the Board of Directors, by a majority vote of a quorum thereof, shall have authority to approve the use of up to twenty percent of said trust fund for such capital improvements and/or replacement of capital facilities as deemed necessary by the Board of Directors.
- b. The amount of the annual assessment and any special assessment adopted by the Board of Directors shall be deemed and assessed as a lien upon the unit to which the assessment applies as of the beginning of the fiscal year, as to the annual assessment, and as of the date of the adoption of the assessment as to any special assessment. The annual assessment shall be payable in equal monthly installments. Any special assessment adopted by the Board of Directors shall be payable as determined by the Board of Directors when it adopts the special assessment. Each monthly installment shall be due on the first day of the month for which it is payable, and such payment shall be deemed to be in default if not paid by the fifteenth (15th) day of the month for which it is payable. After default in the payment of any one or more monthly installment of the assessment, the balance in full of such assessment, at the option of the Board of Directors, may be declared due and payable if not prohibited by Maryland law and in the event said assessment is not paid within thirty (30) days after written notice of the acceleration to the unit owner is given by certified mail, return receipt requested, to the address of the unit owner shown on the books of the Council, then in addition to all other remedies provided by law, the Council may establish and enforce a lien against the unit pursuant to the Maryland Contract Lien Act.
- c. If the payment of any assessment or installment thereof shall be in default for in excess of fifteen (15) days, the Council may impose interest at the rate of twelve percent (12%) per annum (or at a rate as may be set by the Board of Directors, subject to limitations of the Maryland Condominium Act) on the unpaid assessment from the due date thereof as an additional assessment on the unit, plus a late charge of Fifteen Dollars (\$15.00) or one tenth (1/10) of the total amount of any delinquent assessment or installment, whichever is greater, provided a charge may not be imposed more than once for the same delinquent payment. In addition, the unit owner shall be liable for all costs of collecting any such assessment or any installment thereof, including reasonable attorney's fees and court costs, if any, and all such costs and charges shall be deemed an additional assessment against the unit.



- d. If the Council shall record a Statement of Lien against a unit as allowed by law, the Statement shall be signed and verified by any of the President, Vice President, Secretary or Treasurer of the Council. If the Council has recorded a Statement of Lien as herein provided, and the amount necessary to release the Lien has not been paid at the time of any meeting of the Council, the owner of the unit against which the Lien has been filed shall be prohibited from voting at that meeting.

4.3 *Maintenance and Repair*

- a. Every owner must perform promptly all maintenance and repair work within his own unit if the omission of such work would be detrimental to the Condominium or to any other unit, and he shall be liable to the Council for damage incurred by reason of his failure to perform such work. If such work is not commenced and thereafter diligently pursued to completion by the owner, immediately in the event of an emergency, or within ten (10) days after written demand thereof from the Council if not an emergency (and whether or not an emergency exists shall be subject to the sole determination of the President of the Council), then the Council may enter the unit and perform the work at the expense of the unit owner, which expense shall be added to, and become due and payable with, the unit owners' next current monthly assessment payment due the Council.
- b. All repairs, maintenance, painting and upkeep of installations of the unit, such as pipes, ducts, wires, conduits, electrical panels and other utility services serving only that unit, interior doors and windows, frames, all door and window glass and all other accessories belonging to the unit shall be the owner's expense.
- c. An owner shall reimburse the Council for any expenditures incurred in repairing or replacing any common element damaged through negligence or willful misconduct of such owner.
- d. Structural repairs, whether within a unit or in the common elements, shall be the responsibility of the Council as a common expense, unless the same shall be caused by the negligence or deliberate act of the individual unit owner or other persons residing in the unit with the unit owner's actual or implied consent or permission, in which case such expenses of repairs relating to such common elements shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.
- e. Balconies and patios appurtenant to units, even though considered part of the units by the Declaration, shall be treated as limited common elements. The enclosures on the balconies and patios that house the HVAC components are part of the units.
- f. Repair and replacement of the exterior windows and doors of the units are the responsibility of the Council except that the maintenance of the interior of the exterior doors and the cleaning of the interior and exterior of the windows is the responsibility of the unit owners.

- g. The exterior of the doors from the corridors to the units will be maintained by the Council. However, the doors, as well as locking/latching mechanisms on doors, are considered to be part of the unit. Unit owners, for whom the unit is their primary residence, may install locks that cannot be opened by the housekeeping staff with their master key or combination, provided that the unit owner provides a key or combination to the Condominium maintenance staff for use in case of an emergency.

4.4 Use of Condominium Units - Restrictions on Changes

Subject to the provisions of the next paragraph of this Section, an owner may make any improvements or alterations to his unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium.

An owner may not alter, make additions to, or change the appearance of the common elements, or the exterior appearance of a unit or any other portion of the Condominium, or subdivide a unit into more than one unit, or make any improvements or alterations to his unit that impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium, without having first notified the Board of Directors in writing and having first obtained in advance the written approval of the Board of Directors, which approval shall not be unreasonably withheld. The Board of Directors shall have the obligation to approve or disapprove such proposal within sixty (60) days; failure to do so within the stipulated time shall be construed to mean that there is no objection to the proposed modification or alteration and that consent is granted.

Subject to the provisions of Section 11-111.2 of the Maryland Condominium Act, no advertisement, sign or notice shall be displayed so that it may be seen from the outside of any unit without the prior written consent of the Board of Directors. Granting or refusing consent shall be within the discretion of the Board of Directors.

4.5 Every owner does hereby grant the right of entry to any person authorized by the Board of Directors, in case of any actual or apparent emergency originating in or threatening his unit, whether the owner is present at the time or not, and at other times, upon reasonable notice, to enter into the unit to make such structural or other repairs as the Council may reasonably deem necessary for the safety and benefit of the Condominium

4.6 Use of Common Elements

Each unit owner shall have the right to reasonably enjoy the general common elements of the Condominium in accordance with the ordinary and useful purposes for which they are intended and in common with all other unit owners. The Board of Directors may adopt rules and regulations further limiting the use and enjoyment of the general common elements.

Article V *Amendment of By-Laws*

These By- Laws may be amended by the Council at any duly constituted meeting, provided notice thereof shall specify the amendment to be voted on, and provided the same is approved by at least sixty-seven percent (67%) of the total votes appurtenant to all units in the Condominium, or by

an instrument in writing signed and acknowledged by record unit owners holding sixty seven percent (67%) of the total vote hereunder, which amendment shall be, effective upon recordation in the office of the Clerk of the Circuit Court for Garrett County, Maryland.

Article VI
Mortgagees

6.1 *Notice to Council*

An owner who mortgages his unit shall notify the Council of the name and address of his mortgagee; and the Council shall maintain such information in a book entitled "Mortgagees of Units." "Mortgagees" as used herein and in Section 8.2 of this Article VET shall be construed to include any lender whose indebtedness is secured by a Deed of Trust or Mortgage recorded among the Land Records of Garrett County, Maryland.

6.2 *Rights of Mortgagees*

Except as provided by Statute in case of condemnation or substantial loss to the units and/or common elements of the Condominium regime, unless at least eighty percent (80%) of the first mortgagees (based upon one vote for each first mortgage owned) and owners (other than Developer) of the individual condominium units have given their prior written approval, the Council shall not be entitled to:

- a. by act or omission seek to abandon or terminate the Condominium regime;
- b. change the pro rata interest or obligations of any individual Condominium unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the pro rata share of ownership of each Condominium unit in the common elements;
- c. partition or subdivide any Condominium unit;
- d. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause.);
- e. use hazard insurance proceeds for losses to any Condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such Condominium property).

6.3 *Unpaid Assessments*

The Council may report to a mortgagee of a unit any unpaid assessment due from the owner of the unit, and take such other steps as it may deem reasonable to give notice of the nonpayment of such assessment. Further, upon the request of any mortgagee of a unit, the Council shall give written

notification to the mortgagee of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Declaration, these By-Laws, and the related Condominium documents, which default is not cured within sixty (60) days.

6.4 *Examination of Books*

Owners, first mortgagees, insurers and guarantors of first mortgages of units shall have the right to examine the books and records for the preceding three (3) years of the Council during normal business hours or under other reasonable circumstances, upon 21 days of a written request.

6.5 *Compliance -with Law*

Whenever in the Declaration or these By-Laws approval of a mortgagee or mortgagees is required, such approval shall be necessary only to the extent it is required by or consistent with the Maryland Condominium Act.

Compliance

These By-Laws are set forth to comply with the requirements of the laws of the State of Maryland. In case any of these By-Laws conflict with the provisions of said laws, the provisions of the laws will apply.

ARTICLE VII

Insurance

7.1 *Authority to Purchase*

The Board of Directors shall maintain, to the extent reasonably available, property insurance on the common elements and units, exclusive of improvements and betterments installed in units by unit owners, insuring against those risks of direct physical loss commonly insured against, in amounts determined by the Board of Directors but not less than the amounts specified in the Declaration or these bylaws. All property insurance policies maintained by the Board of Directors shall comply with the provisions of Section 11-114 of the Maryland Condominium Act, as amended.

7.2 *Coverage*

The Condominium buildings shall be insured in an amount not less than that required by the Maryland Condominium Act, but at least for one hundred percent (100%) of the maximum insurable replacement cost thereof (exclusive of excavations and foundations) as determined annually by the insurance company issuing the policy therefore, or the amount of the Agreed Amount Endorsement accepted by such insurance company. Such coverage shall afford protection against.

- a. loss or damage by fire or other hazards covered by the standard extended coverage endorsement; and
- b. such other risks as may be determined by the Council.

7.3 Public Liability Insurance

Public liability and property damage insurance shall be obtained on the common elements in the Condominium in such amounts and in such forms as shall be required by the Maryland Condominium Act and the Council which, however, in no event shall be less than One Million Dollars (\$1,000,000.00) for personal injury with respect to anyone accident or occurrence, and One Hundred Thousand Dollars (\$100,000.00) with respect to any claim for property damage.

7.4 Workers' Compensation

Workers' compensation or employer's liability insurance shall be obtained as necessary to meet the requirements of law.

7.5 Scope of Insurance

All liability insurance shall contain cross liability endorsements to cover liabilities of the Board of Directors, the Council as a group, its agents, servants and employees, and each individual unit owner.

7.6 Premiums

Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Council and charged as a common expense.

7.7 Board of Directors as Agent

The Board of Directors is hereby irrevocably appointed agent for each unit owner, mortgagee of a unit, and for each owner for any other interest in the Condominium to adjust all claims arising under insurance policies purchased by the Council and to execute and deliver releases upon the payment of claims.

ARTICLE VIII *Termination of Regime*

The Condominium may be terminated only as permitted under Section 11-123 of the Maryland Condominium Act.

ARTICLE IX *Insurance Proceeds*

In case of fire or other casualty resulting in damage to the building or other elements, the insurance proceeds shall be applied to repair, restore and/or reconstruct the damaged property, and/or otherwise used, as provided by Maryland law, including, but not limited to, the provisions of Section 11-114(g) of the Maryland Condominium Act.

ARTICLE X
Ratification

A person, by purchase of a unit in the Condominium and making settlement therefore, does hereby ratify all actions taken by the Council and Board of Directors prior to the date of purchase and settlement.

ARTICLE XI
Rules and Regulations

In order to assure the peaceful and orderly use and enjoyment of the Condominium, the Board of Directors may from time to time adopt, modify and revoke, in whole or in part, reasonable rules and regulations governing the conduct of persons on or in the Condominium, as allowable under the Maryland Condominium Act, and such Rules and Regulations shall be binding upon all members of the Council and occupants and visitors to the Condominium. The procedures provided for by the Maryland Condominium Act shall apply to the Rules and Regulations of the Condominium.

The violation by and condominium owner, occupant, or guest of any of the provisions of the Condominium Documents (Declaration, Bylaws or Rules and Regulations of the Association) shall be grounds for assessment by the Association, acting through its Board of Directors, of monetary fines against the involved condominium owner. Such condominium owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guest, tenants or any other person admitted through such condominium owner to the condominium premises. Upon any such violation being alleged by the Board of Directors, the following procedures will be followed:

- a. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the condominium owner on notice as to the violation, shall be delivered to the condominium owner by US mail or by electronic communication subject to the provisions of 3.2.6.
- b. If the offending condominium owner wishes to dispute the findings of the Board of Directors with respect to the violation, such condominium owner may, within 20 days of notice of violation, request a hearing before the Board at which the condominium owner may offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the condominium owner be required to appear less than 7 days from the date of notice. Failure of the condominium owner to request a hearing within 20 days of notification constitutes a default.
- c. Upon appearance by the condominium owner before the Board and presentation of evidence of defense, the Board shall by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

- d. Upon violation of any of the provisions of the Condominium Documents, fines shall be levied in accordance with a schedule of fines as established from time to time by the Board of Directors. For a first violation, the Board of Directors may, at its discretion, issue a warning and no fine.
- e. The fines levied pursuant to the above stated rules and regulations shall be assessed against the condominium owner and shall be due and payable together with the regular monthly installment of the annual condominium assessment. Failure to pay the fine will subject the condominium owner to all liabilities set forth in the Condominium Documents, including without limitations, those described in Article 4.2 of these bylaws.

ARTICLE XII
Severability

Should any part, term or provision of these By-Laws be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or provisions shall not be affected thereby, but shall be valid and enforceable as the context permit.

WILL O' THE WISP PRESTIGE CONDOMINIUMS

SCHEDULE A

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST</u>	<u>NO. OF VOTES</u>
101	2.02	2.02
102	2.02	2.02
103	1.63	1.63
104	2.02	2.02
105	1.63	1.63
106	1.63	1.63
107	2.02	2.02
108	2.02	2.02
201	2.02	2.02
202	2.02	2.02
203	1.63	1.63
204	2.02	2.02
205	1.63	1.63
206	1.63	1.63
207	2.02	2.02
208	2.02	2.02
301	2.57	2.57
302	2.02	2.02
303	2.57	2.57
304	2.00	2.00
305	3.27	3.27
306	2.00	2.00
307	2.00	2.00
308	2.57	2.57
309	2.02	2.02
310	2.57	2.57
501	2.95	2.95
502	2.95	2.95
503	2.95	2.95
504	2.95	2.95
505	2.95	2.95
506	2.11	2.11
507	2.11	2.11
508	2.11	2.11
509	2.11	2.11
510	2.11	2.11
511	2.11	2.11
512	2.11	2.11
513	2.11	2.11
706	1.85	1.85
707	1.85	1.85
708	1.85	1.85
709	1.85	1.85
710	1.85	1.85
711	1.85	1.85
712	1.85	1.85
713	1.85	1.85
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GARRETT COUNTY CIRCUIT COURT (Land Records) RLD 360, p. 0351, MSA_CE87_359. Data available 04/06/2006. Printed 11/03/2015.

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