

An area just past the present water tanks is being considered for the storage of recreational vehicles and boats. It would be fenced and secure. Boat storage is already included in the *In-Process Recommended Changes and Review Topics* listing of areas to be reviewed for possible clarification.

8. Can boats and trailers be parked at home using earth tone covers?

This topic is already included in the *In-Process Recommended Changes and Review Topics* listing of areas to be reviewed for possible clarification.

9. It is understood that Beach III is not a Common Area. With that in mind, could it be rezoned by the county for multi-dwelling units (such as condos overlooking the lake) and a “Subassociation” formed, restricting “member” access?

Beach III is part of the property owned by the developer and is presently a “green” space area. It is not platted for development. It is possible that Frederick County could approve such a change, perhaps by making other, currently platted lots, “green” in a swap. If a Subassociation were formed, it would still be a part of and governed by the same rules as the rest of the Lake Holiday community. In all cases, we own the lake and control any access to it. Subassociation voting is already included in the *In-Process Recommended Changes and Review Topics* listing of changes that will be recommended for LHCC Board approval.

10. Please provide a list of what could cause a “default in the Development Agreement.”

You may review the specific items which could cause a default by reading a copy of the actual Development Agreement, which is available both on our website and at the LHCC Office.

11. Who paid for drawing up the (proposed revised) governing documents? How much?

The development company has paid all costs, including the preparation, printing and mailing costs, with the exception of those of the attorney that we specifically hired for participation/review in this very important activity. An exact dollar amount is not known to us.

12. What is the current status of the grandfathering clause regarding boat registrations?

This topic is already included in the *In-Process Recommended Changes and Review Topics* listing of areas to be reviewed for possible clarification.

13. Are Miller and Smith and/or their builders exempt from annual and/or special assessments for any lots in Section 4? For any lots with water/sewer?

The developer pays no assessments (annual or special) for the trust property of 722 lots that they purchased. They also have no voting rights for these lots. Assessments on the 722 trust lots are paid by the builders once a lot is developed by Miller and Smith and sold to a builder for construction. Once assessments are paid on a lot, voting rights accompany ownership. For additional lots that Miller and Smith have purchased, they pay assessments and have one vote for each lot owned. Currently, they own twenty-two lots in Section 4A and none in 4B.

14. Is it true that Miller & Smith will have a representative on the Board? Will that representative then be privy to executive sessions?

The proposed revised governing documents specify that the Declarant will have one non-voting member of the Board. The documents are silent regarding the inclusion or exclusion of that individual in executive sessions. This topic has been tagged for review.

15. Three part comment concerning the 15% maximum annual assessment increase.

Note that this maximum limit was unintentionally omitted from the proposed revised governing documents and is already included in the *In-Process Recommended Changes and Review Topics* listing of changes that will be recommended for LHCC Board approval.

16. Regardless of the current regulations, if Declarant puts sale signs up, all should have that right.

This topic is already included in the *In-Process Recommended Changes and Review Topics* listing of areas to be reviewed for possible clarification.

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