



From: Sandy Neilson sneilz@me.com

Subject: Marina Status

Date: March 31, 2016 at 9:37 AM

To: Joe Gimenez joe.gimenez@g3publicrelations.com, Jeff Hagar jeff.hagar@gmail.com

Cc: Dirk Hoekstra modtx69@gmail.com, Lisa Hutson tandlhutson@hotmail.com, Bruce Sorgen Ssorgen@msn.com, Beth Burdett bethburdett52@gmail.com, Norman Morse normanmorse@gmail.com, Jack Baker jackb@camanagers.com, Danny Flunker dflunker@gmail.com

Bcc: Pat Mulligan patrickjmulligan@gmail.com, Lorraine Papa lpapa@austin.rr.com

Jeff & Joe — The marinas have gotten together on this response. We appreciate the efforts on both your parts to liaison between the WOPOA board and the marinas. Thank you for meeting once again with us Monday to discuss cove logistics and the 10 points. Following is our joint response to the discussion points. We trust this will satisfy any remaining questions. — on behalf of SVM & WMA

Dear WOPOA Board:

Following is a summary addressing the POA's demands. Thank you.

Sunset View Marina,
Malcolm Belisle, 512-750-4746

Windermere Marina Assn.
Dirk Hoekstra, 713-550-6277
Lisa Hutson, 713-306-9885
Sandy Neilson, 512-327-0955

1. Any type of fee, or lease agreement is not necessary or appropriate. The Marinas are making very limited use of the property (for 3 minor purposes: cable/walkway/utilities) and have had decades of access with no stipulations or trouble. Marinas don't believe anything should need to change. Marinas are each willing to be billed quarterly for 1/3 of the PEC bill for the meter we all share. Alternately, the previous offer to pay for the POA's picnic area electric as a goodwill gesture stands. An additional option would be to agree to make arrangements to separate the accounts.

Marinas are willing to discuss concerns and reasonable adaptations to address safety issues for all.

2. Marinas can agree that liability is an issue and providing additional insured certificates to each other for maximum liability insurance protection is agreeable. Both Marinas have provided their certificates and request reciprocation from the WOPOA as earlier agreed. Marinas have been advised by our agents that by cross insuring each other, there is no need for the Indemnity and Waiver of Subrogation language.

3. Covered in 2 above with cross insurance.

4. The Marinas have rights & obligations with respect to the condition of the structure which are governed by the LCRA. Marinas have own maintenance & repair lists and timelines. While the WOPOA or WOACC has no vested authority or rights here, the marinas are happy to inform the POA of construction issue or updates scheduled.

5. The marinas do not condone storage or placement of trash, debris, or unsightly articles on POA property. As POA members our owners are governed by POA guidelines re: same. If either marina has need to use land for storage of items that are outside the previous decades "normal" — permission will be sought. Marinas are unclear of items currently at issue and would agree to discuss same.

6. Marina users, as any other cove & water users, are under LCRA, state & WOPOA rules, guidelines, and laws which prohibit legal nuisances.

7. The Marinas agree that everyone needs to position themselves in a way that ultimately allows access to the lake and helps provide for safest possible conditions in the cove. Marinas can agree to maintain the marinas a distance as prescribed by LCRA and would expect POA to do same. As lake levels rise and fall, it is acknowledged by marinas as per the LCRA that the Windermere cove provides challenges for all. The Marinas will work with the WOPOA and agree that all entities should work together to help provide access for boating.

8. Both Marinas documents already have bylaws stating:

Section 16. Subsequent Purchaser. It being the desire to Declarants that any subsequent purchaser herein shall be an owner of real property at: Hill at Windermere, Section 1, Cabinet 1, . . . [listing of WO properties] . . . Burnet County, Texas, at the time of purchase of the slip.

This directive does not allow for sale of slips to non-WO property owners. It does, however, allow for an owner to have sold WO property but still retain rights to his slip. An owner would need to be a POA member's guest in order to use his slip, however. Since the WO deed restrictions allow guests of property owners to enjoy our amenities this would be inclusive of marina users as POA members. To date, we do not have this need. Any non-owner slips (1 each marina) are vacant and there has been no threat of demanded usage. Their status is "for sale." This document stipulation mainly allows these owners to retain their ownership of the slip until a proper purchaser is found.

9. The Marinas are private associations and do not share personal information of their members. This request is intrusive as it is getting into business of marina operation and owner privacy. The marinas are willing to confirm to the POA that slip sales are in compliance with our bylaws.

10. The POA has specific remedies for delinquencies and this should apply to all POA members equally. This puts a heavier burden on some POA members vs. other POA members which is not appropriate.