

The Peninsula on Lake Austin Common Area Council of Owners
Quarterly Meeting Minutes
January 30, 2025
4:00 p.m., 2309B Westlake Dr., Austin, TX

1. Establishment of a Quorum

Board: David Jones, Mike Lehrter, Everett Carmody
Owners: J. Moore, Jill Williams, Clint Walker (Breach's representative)
Stacy Knispel, CAM

2. Call to Order – meeting was called to order at 4:05 p.m.

3. Reading and Approval of Oct 15, 2024, Quarterly Meeting Minutes

Motion for approval by Carmody, seconded by Lehrter. Approved unanimously without corrections or additions

4. Proof of Notice of Meeting - CAM email of 1/21/2025

5. Reports of Officers

A. Presidents Report – deferred to landscape discussion

B. Treasurer's Report - Financial Update

Reviewed the years end 12/30/23 financial report. Continuing need to build up reserves.

6. Unfinished Business

A. Landscape renovation discussion (plan and bid sent 10/10/24) – David Jones presented a chronology of the Landscape Committee's deliberations starting in February of 2022. Results of an owner survey conducted in June of 2024 was discussed along with a land survey required for vendors to use for designing the landscape renovation. In July 2024 an Amendment to the Declaration was completed and adjudicated providing guidance to the committee to move forward on landscape "maintenance and design". October 2024, the Board approved Agave Land and Design and renderings were sent to owners for comments. The Landscape Committee and Lehrter are to meet in the next week to address his design issues.

B. Amendment to Declaration – maintenance responsibilities – decided an amendment to the amended Declaration is needed to address (a) indemnifying officers of the Association (Board), and (b) fractional ownership. Indemnification is noted in the Bylaws (see below) and fractional ownership by text in the Rules as approved by the Board previously (see below):

ARTICLE 10. INDEMNIFICATION. Subject to the limitations and requirements of Art. 1396-2.22A of the Act, the Phase One Association shall indemnify an officer or director against reasonable expenses incurred by him in connection with a proceeding in which he is named a defendant or respondent because he is or was an officer or director if he has been wholly successful on the merits or otherwise, in defense of the proceeding. Subject to the limitations and requirements of Art. 1396-2.22A of the Act, the Phase One Association, may advance or reimburse reasonable expenses to, a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an officer or director of the Phase One Association or who is compelled to appear as a witness or otherwise participate in a proceeding in which he is not named as a defendant or respondent. Additionally, subject to the limitations of Article 1396-2.22A of the Act, the Phase One Association may indemnify, and may advance or reimburse reasonable expenses to, a person who is or was an employee, trustee, agent, or attorney of the Phase One Association, against any liability asserted against such person and incurred by such person in such a capacity and arising out of such person's status.

ARTICLE 10. INDEMNIFICATION. Subject to the limitations and requirements of Art. 1396-2.22A of the Act, the Phase Two Association shall indemnify an officer or director against reasonable expenses incurred by him in connection with a proceeding in which he is named a defendant or respondent because he is or was an officer or director of the Phase Two Association.

Fractional Ownership Prohibited (from "Rules")

- A. No Unit may be made subject to a timeshare plan or other fractional ownership arrangement. A timeshare plan is any arrangement, plan, scheme, or similar method, including a membership agreement, sale, lease, deed, license, partnership agreement, LLC agreement, or any right-to-use or entity governance agreement, by which a purchaser or owner, in exchange for consideration, receives a right to use a Unit for a period of time less than a year during a given year. Fractional Ownership includes without limitation owners who adopt entity bylaws or other entity agreements under which any owner does not have the right to full-time use of the Unit.
- B. No Exclusive Occupancy Among Co-Owners. If a Unit is co-owned by multiple Owners, each Owner shall hold an undivided interest in the Unit, and no Owner's legal interest in the Unit shall include a right to occupy the property to the exclusion of any other Owner. If a Unit is owned or co-owned by an entity, such as a partnership or LLC, each stakeholder in the entity shall be considered a co-owner for purposes of this Section.

Owners may lease their Units subject to all leasing restrictions of the Association dedicatory instruments; for example, owners wishing to allow exclusive use to a co-owner must do so via a lease, such lease being subject to all Association dedicatory instrument leasing restrictions including a minimum of one year.

Given the language from the Bylaws regarding indemnification, no further action is required. Language above was added to the “Rules” for owner’s guidance.

- C. POLA Rules (previously sent and see above) – corporate ownership is of concern and new language approved by the Board addresses this possibility

3. New Business

- A. New crack in common wall with Lake Austin Marina – Stacy will check with Lake Austin Marina management
- B. Parking issues – addition to “Rules” (Article 6.1 of Bylaws) – approved by Board (see italics)

8. Parking

Each driveway area is provided with pull-in parking spaces. If owners have more guests than their driveway area will accommodate, guests must park on the street rather than take up neighboring owners guest spaces and/or block other owner's driveways or garage access.

As a courtesy to owners, vehicles not being driven should not be parked in common spaces for longer than a week

- C. Approval of 2025 budget – approved pending the clarification of the \$13,500 “7035” on second page for “Phone (Phase 1, fire support)”

Adjournment – 4:55 p.m. motion by Carmody, seconded by Lehrter