

BEFORE THE
EPWORTH FOREST ADMINISTRATION COMMITTEE, INC.

IN RE:
GERRY AND PAT POWELL
PIER NO. 34A

MEMORANDUM IN SUPPORT OF APPEAL

At the request of the Epworth Forest Administration Committee, Inc. (“EFAC”), Petitioners Gerry and Pat Powell submit their Memorandum in Support of Appeal.

EFAC was established by the North Indiana Annual Conference of the United Methodist Church pursuant to an order of the Kosciusko Circuit Court dated April 15, 2014 in Cause No. 43C01-9109-CP-732. The Order creating EFAC was the culmination of litigation instituted by the Conference asking the Court to relieve it of its obligations to administer pier assignments on the lakefront of the plats of Epworth Forest. The Order makes reference to and incorporates numerous other documents in the litigation, all of which, along with others, have a bearing on the determination made by EFAC to eliminate the Powell Pier No. 34A (previously designated as 35A). That determination was made January 6, 2016 and an appropriate appeal of that decision was taken by Powells.

A history of the use of the Powell pier was presented prior to and during the January 6, 2016 hearing. That evidence indicated the following:

1. The Conference established the pier in 1941 when it was the owner of the Powell property.
2. The Powell pier location was confirmed by the 1994 Judgment.
3. The location of the Powell pier was confirmed by the Conference on August 25, 1995 and confirmed by the Court in 1997 through approval of the Conference policy and requirement for preparation of a map.
4. Bradley Company (contractor administrating pier assignments) and the Pier Committee subsequently confirmed the Powell pier location.
5. The Kosciusko Circuit Court, in its Order of January 21, 2014, confirmed the location of the Powell pier in Exhibit E.

6. EFAC, by request made September 2, 2014 to renumber Pier 35A to Pier 34A, impliedly confirmed its location.

Suetta Johnson, previous owner of the Miller lot, established the location of her 24 feet of pier space on what is now the Miller lot in 1995, at which time the Powell pier was again confirmed as being located on the east 16 feet of what is now the Miller property.

Apparently the basis for the January 6, 2016 EFAC Order was a request by Miller to utilize their 24 feet of lake frontage with their pier located in the middle of that 24 feet. The pier would not move but the 24 foot use area would move to the east, requiring the elimination of the Powell pier.

A review of the various documents which affect EFAC's decision in this matter begins with the 1994 Judgment. That Judgment conclusively established the rights of offshore owners to place a pier on the lakefront of the plats of Epworth Forest, giving the onshore owner the first choice of a location for their pier on their lakefront property, then allowing the assignment of offshore owners spaces which impose the least possible burden on the lakefront properties (see Judgment, paragraphs 3 and 4).

On November 7, 1997, the Court approved the Pier Administration Policy prepared by the Conference which indicates in paragraph 2 under Rules and Regulations that lakefront property owners' selection of their pier spaces took place in the spring and summer of 1995 and states:

"It is expected that the selection then made is the permanent selection of the lakefront property owner and future pier placement will be in the same location. Since all other available pier spaces are determined as a result of the lakefront property owners' selections, it is unreasonable to allow all lakefront property owners to make new selections each year." (Copy attached).

On January 21, 2014, the Kosciusko Circuit Court, subsequent to hearing, issued another order which at page 5, paragraph 4 states:

"The Court finds that the new regulations and placements submitted to the Court are reasonable, are not arbitrary nor capricious, and are based on valid considerations, including the need to fairly allocate the burden of the Court's Judgment in a rational fashion considering the rights and obligations of the residents of Epworth Forest as a whole, and which shall be approved by the Court as submitted, except as provided otherwise herein."

The Pier Policy approved by the Court allowed a 24 foot width for onshore owners and 16 feet for offshore owners. Most telling, the policy approved by the Court in Exhibit C to the January 21, 2014 Order contained the following statement as to lakefront property owners in paragraph 3:

“That lakefront property owner’s shoreline pier placement shall be considered permanent unless the lakefront property owner agrees to a change in writing that has been approved by the Committee in writing.”

That same regulation states in paragraph 4:

“Non-lakefront property owners’ shoreline pier locations are assigned by the Committee on a first-come, first-served basis. Once the shoreline locations are assigned and approved in writing by the Committee, the locations are intended to be permanent; however, non-compliance may cause the Committee to consider a change.”

Exhibit E to that Order assigned Pier Space 34, having a width of 24 feet to Suetta Johnson, the predecessor in title to Miller. Exhibit E also assigned to Gerry and Patricia Powell Pier Space 35A having a width of 16 feet, which space was located lakeward from the Miller lot.

On April 15, 2014, a final order granting the relief sought by the Conference was entered. That Order required the Conference to establish EFAC with bylaws containing specific provisions. In paragraph 14(j) of that Order, the Court stated:

“Onshore owners’ pier assignments will continue from year to year and be presumed permanent. An offshore pier assignment/location, in accordance with the 1994 judgment, may be changed only for substantial change of circumstances making the prior assignment unreasonable under current facts and circumstances.”

On June 20, 2014, Articles of Incorporation were filed to establish EFAC and Bylaws were subsequently adopted. In Section 5(c), it is stated that among the powers and duties of the Board of Directors is the following:

“To ensure that off-shore pier assignment/location, in accordance with the 1994 Judgment, may only be changed, in the sole discretion of the Board of Directors, for a substantial change in circumstances making the prior assignment unreasonable under the facts and circumstances;”.

Subsection (d) states:

“To ensure an on-shore pier assignment/location, in accordance with the 1994 Judgment, may only be changed, upon the request in writing of the on-shore owner and only for substantial change of circumstances making the prior assignment unreasonable under current facts and circumstances.”

The totality of the above referenced documents makes it clear that a modification to the area assigned to an on-shore owner can only occur if the existing assignment has become unreasonable under current circumstances. In this particular case, the only reason for the change requested by Miller is to allow Miller to use both sides of their pier for mooring boats without moving the pier. At the January 6, 2016 hearing, Powells specifically indicated they would bear the expense of relocating the Miller pier to allow the use of both sides for the mooring of boats. In fact, the only evidence before EFAC in regard to the Miller space clearly indicates that there is 31.25 feet available to Miller, a space more than adequate to allow mooring boats on both sides of the Miller pier and still creating reasonable setbacks between adjacent piers. It is suggested that the true reason for the Miller request is to obtain a result which eliminates any offshore owner from being able to maintain a pier space lakeward of the Miller lot. This result runs contrary to the original 1994 Judgment and to every document adopted by the Conference and approved by the Court subsequent to the 1994 Judgment.

The request of Miller does not meet the test established by the Court's Orders or the Bylaws of EFAC adopted pursuant to Court Orders. The Miller request should be denied and the Powells' pier space should be preserved, all in accordance with prior Court Orders and the Bylaws of EFAC.

For the convenience of Committee Members, copies of the referenced documents with the cited portions highlighted are attached to this Memorandum.

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11/7/1997

STATE OF INDIANA) IN THE KOSCIUSKO CIRCUIT COURT
) SS:
COUNTY OF KOSCIUSKO) CAUSE NO. 43C01-9109-CP-732

DOROTHY V. BARNES, et al,)
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Plaintiffs,)
)
v.)
)
NORTH INDIANA ANNUAL CONFERENCE)
OF THE UNITED METHODIST CHURCH,)
)
v.)
)
NUMEROUS INTERVENING DEFENDANTS,)
)
Defendants.)

Nov 7

ORDER

This matter is before the court on the Post-Judgment Petition filed on April 29, 1997. The court is familiar with many of the facts because such facts were part of the trial in this case, has held multiple status conferences and heard the representations of counsel, and has considered the "Pier Administration Policy - Epworth Forest" originally filed with the court on August 29, 1995 as supplemented by the issue submission procedure (jointly, the "Pier Administration Policy") and a map filed with the court on October 8, 1997, showing the approximate location of pier assignments for the summer of 1997. The court now makes the following findings, conclusions, and orders:

1. The North Indiana Conference of the United Methodist Church ("Conference") has enacted reasonable regulations and procedures to carry out the responsibilities assigned to the Conference in this court's judgment dated August 2, 1994. The court has reviewed and approves

- 50 D. Arbitrate all disputes.
51 E. Select a person to be the contact person in regard to pier
52 administration matters.
53

- 54 2. The Pier Administration Committee shall be composed of five persons
55 appointed by the Trustees. Two persons shall be lakefront property
56 owners; two persons shall be non-lakefront property owners, and one
57 person shall be selected by the Trustees to represent the interests of the
58 North Indiana Conference. Each person shall be appointed for three
59 years. At the time of initial appointment, the terms shall be staggered so
60 the term of only one person from lakefront and non-lakefront shall expire
61 in any one year.
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63 Rules and Regulations

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66 The Trustees adopt the following rules and regulations for the
67 administration of piers in Epworth Forest.
68

- 69 1. The desirable guideline for pier placement will be within a space of 16 to
70 22 feet of shoreline. Where there is a request for exception to these
71 limits, such request shall be presented in writing to the Committee. This
72 request should have the names and signatures of all persons affected by
73 the request, indicating their agreement to the request. The Committee
74 will consider the request and either approve, mediate or reject the
75 request.
76
- 77 2. Lakefront property owners are given the right to select their pier
78 placement first. This selection took place in the spring and summer of
79 1995. It is expected that the selection then made is the permanent
80 selection of the lakefront property owner and future pier placement will be
81 in the same location. Since all other available pier spaces are determined
82 as a result of the lakefront property owners' selections, it is unreasonable
83 to allow all lakefront property owners to make new selections each year.
84 To do so would greatly increase the activity and administration costs of
85 the Committee. If a change is desired, the lakefront property owner
86 should present such a request to the Committee prior to February 1 of the
87 year in which the change is desired.
88
- 89 3. A system of identification of remaining pier locations will be developed by
90 the Committee. These remaining locations will be made available to non-
91 lakefront property owners. These locations will be assigned on a first-
92 come, first-served basis. Once the locations have been chosen by the
93 non-lakefront property owner and approved, in writing, by the Committee,
94 the locations will be permanent unless there is a change which has been
95 approved by the Committee. Such request for change, if initiated by the
96 non-lakefront property owner, should be sent to the Committee in writing
97 by March 1 of the year in which the change is to be come effective. The

**BYLAWS
OF
EPWORTH FOREST ADMINISTRATION COMMITTEE, INC.**

ARTICLE I
Name and Principal Office

The name of the corporation is EPWORTH FOREST ADMINISTRATION COMMITTEE, INC. (hereinafter referred to as the “Committee”).

The registered office of the Committee shall be located at Indiana Conference United Methodist Church, 301 Pennsylvania Parkway, Suite 300, Indianapolis, Indiana 46280, until and unless changed in accordance with law by the Board of Directors.

ARTICLE II
Definitions

Section 1. “1994 Judgment” means the Kosciusko Circuit Court’s August 2, 1994 Record of Submission, Findings of Fact with Opinion and Judgment in *Barnes, et al v. North Indiana Annual Conference of United Methodist Church v. Numerous Intervening Defendants*, Cause Number 43C01-9109-CP-00732 and all subsequent decisions under this cause number. The 1994 Judgment adjudicated a dispute between and among property owners in Epworth Forest community on Lake Webster over ownership rights in the littoral between the lake and platted lots immediately adjacent to the lake. In addition to adjudicating the ownership dispute, the 1994 Judgment also defined the scope of an easement in the littoral and assigned the Conference certain management responsibilities relating to the easement.

Section 2. “2014 Order” means (collectively) the Kosciusko Circuit Court’s January 2014 Order and April 15, 2014 Order Granting Relief Pursuant to T.R. 60 Through Modified Judgment in *Barnes, et al v. North Indiana Annual Conference of United Methodist Church v. Numerous Intervening Defendants*, cause number 43C01-9109-CP-00732.

Section 3 “Committee” means and refers to this corporation, which is also referred to as the “Corporation” in the Articles of Incorporation of this corporation.

Section 4. “Conference” means the North Indiana Annual Conference of United Methodist Church.

Section 5. All of the terms as defined and used in the 1994 Judgment and 2014 Order shall have the same meanings in these Bylaws. The 1994 Judgment as altered, amended or modified by subsequent Court Orders shall continue to define the existing rights of the owners in Epworth Forest.

(f) To approve the annual budget, statement of income and expenditures of the Committee and to establish and maintain a reserve fund for capital expenditures;

(g) To employ as a manager, an independent contractor, or such other employees as it deems necessary, and to prescribe their duties, subject to the limitations set forth in the Declaration; and

(h) To do and take all such action as is or may be necessary, desirable or appropriate to perform the duties, obligations and responsibilities of the Board of Directors as required by the 1994 Judgment, the 2014 Order, other provisions of these Bylaws, the Articles of Incorporation, or statute.

Section 6. Duties. The Board of Directors shall have the following duties:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) To ensure on-shore owners' pier assignments continue from year to year and be presumed permanent;

(c) To ensure that off-shore pier assignment/location, in accordance with the 1994 Judgment, may only be changed, in the sole discretion of the Board of Directors, for a substantial change in circumstances making the prior assignment unreasonable under the facts and circumstances;

(d) To ensure an on-shore pier assignment/location, in accordance with the 1994 Judgment, may only be changed, upon the request in writing of the on-shore owner and only for substantial change of circumstances making the prior assignment unreasonable under current facts and circumstances;

(e) To operate under the presumption that one off-shore pier will exist per onshore lot;

(f) To verify each Off-shore owner who requests a pier has adequate liability insurance in such reasonable amounts as determined in the sole discretion of the Board of Directors;

(g) To establish the amount of the assessments against each member for each pier owned, all in accordance with the terms of the 1994 Judgment, 2014 Order and these Bylaws;

(h) To cause that no motor vehicles, except wheelchairs for disabled persons in need of such wheelchairs, are permitted on the Easement (the prohibition against motor vehicles is not intended to prohibit access for necessary things such as tree trimming, utility installation and maintenance, and the like, on a temporary basis);

(i) To develop, establish and maintain community piers where possible;

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Pier Administration Policy
Epworth Forest

ORIGINAL
POLICY
8/25/95

Background

Over the years, as the use of Epworth Forest has increased, the number of homeowners using boats and other water craft has also increased. The use and demand for pier space has increased as well and has become a source of ongoing friction at Epworth Forest.

This friction led to a lawsuit which was decided by the Circuit Court of Kosciusko County on August 2, 1994. A copy of that judgment is available in the North Indiana Conference Office in Marion, IN. In part, that judgment states that the Conference may establish "reasonable regulations" regarding the placement of piers and the use of the walkway easements, and further provides that the Conference may offset the cost of the administration of these regulations by charging a pier administration fee.

The intent of the regulations is to carry out the court's decision in an organized and efficient manner and to avoid conflict in the hopes that all may enjoy the lake and other natural wonders at Epworth Forest. The cost of administering these regulations will undoubtedly be greatly affected by the cooperation given by the parties affected.

Cooperation is encouraged between lakefront and non-lakefront property owners in the maintenance of the lakeshore where their piers are located.

Method of Administration

The authority and responsibility for the administration of a pier policy lies with the Trustees of the North Indiana Annual Conference of the United Methodist Church, Inc. In the hope of reducing conflict in that administration, the Trustees have delegated part of that task to the below described "Pier Administration Committee". The authority of the committee derives solely by delegation from the Trustees.

1. A "Pier Administration Committee" is hereby designated by the Trustees to administer the rules and regulations adopted by the Trustees. This committee is to be composed of four homeowners within Epworth Forest and one additional member designated by the Trustees. Such committee acts as designee of the Conference. The Trustees will receive suggestions from the Pier Administration Committee as to changes in rules and regulations. The Pier Administration Committee shall:
 - A. Record pier locations of lakefront property owners.
 - B. Determine available pier locations for non-lakefront property owners.
 - C. Record pier locations of non-lakefront property owners.

- 50 D. Arbitrate all disputes.
51 E. Select a person to be the contact person in regard to pier
52 administration matters.
53

- 54 2. The Pier Administration Committee shall be composed of five persons
55 appointed by the Trustees. Two persons shall be lakefront property
56 owners; two persons shall be non-lakefront property owners, and one
57 person shall be selected by the Trustees to represent the interests of the
58 North Indiana Conference. Each person shall be appointed for three
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96 non-lakefront property owner, should be sent to the Committee in writing
97 by March 1 of the year in which the change is to be come effective. The

STATE OF INDIANA)
) SS:
COUNTY OF KOSCIUSKO)

IN THE KOSCIUSKO CIRCUIT COURT
WARSAW, INDIANA

DOROTHY V. BARNES,)
)
) Plaintiff,)

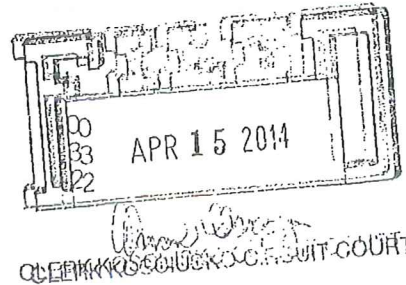
CAUSE NO. 43C01-9109-CP-00732

vs.)

Honorable Michael Reed

NORTH INDIANA ANNUAL)
CONFERENCE OF THE UNITED)
METHODIST CHURCH,)
FRED AND JOYCE PHANEUF, and)
NUMEROUS INTERVENING)
DEFENDANTS,)

Defendants.)



**AGREED ORDER GRANTING RELIEF PURSUANT TO T.R. 60 THROUGH
MODIFIED JUDGMENT**

1. Proceedings were held on the issues arising under T.R. 60 Motion filed by the North Indiana Conference of the United Methodist Church (the "Conference"). This Rule 60 Motion concerns the relative rights of the parties related to an Easement reserved in the plat of Epworth Forest and interpreted by the Kosciusko Circuit Court in its 1994 Judgment. The conference seeks to obtain relief from the 1994 Judgment and the subsequent orders and rulings of this Court (the "'94 Judgment").
2. The Court heard pertinent evidence on January 14-15, 2014 and on March 20, 2014, including the submission of the affidavit of Brent Williams by the Conference and the submission of Agreed Amended Contentions for Hearing on Trial Rule 60 Motion Submitted by the Conference, Certain On-Shore Owners, Certain Off-Shore Owners, et. al. All property owners in Epworth Forest have been duly served and have either appeared, have been defaulted or have indicated their acceptance of this Court's determination and this Order. All property owners in Epworth Forest are bound by this Order.
3. The court having reviewed the evidence, the arguments of those present, and being duly advised in the premises, now FINDS that it is no longer equitable that the Conference be subject to the prospective effect of the '94 Judgment and that pursuant to T.R. 60(D), it would be equitable (both for the Conference and all owners in Epworth Forest) for the Court to "alter, amend [or] modify" the '94 Judgment and, therefore, the Court now GRANTS the requested relief to the Conference and further ORDERS that this Court's prior Judgments and Orders are hereby ALTERED, AMENDED, MODIFIED OR CORRECTED as set out below.

a trust, and the owner / owners shall designate in writing one representative to cast a vote for the parcel;

- e. The EFAC will possess the right to collect reasonable attorney fees if it prevails in an enforcement action for failure to timely pay duly assessed pier fees, failure to comply with a pier assignment, or other material failure to comply with any duly enacted Court Order or rule or regulation; however, there shall be no right of the EFAC to collect attorney's fees incurred in connection with the Easement Termination Litigation, to the extent it is refiled, or in connection with any refusal to comply with a pier assignment by an Easement Termination Plaintiff during the pendency of the Easement Termination Litigation if such litigation is refiled.
- f. All past-due fines or penalties relating to pier fees are waived if the underlying pier fees are fully paid by May 1, 2014;
- g. The EFAC will possess the authority to levy reasonable fines for violations of policies and pier assignments and to levy reasonable late fees for failure to pay pier fees all consistent with the Court's January 21, 2014 Order;
- h. The EFAC will possess the authority to place a lien on any lot in Epworth Forest to secure payment of any assessed fee and to secure a judgment obtained against a lot owner;
- i. The by-laws of the EFAC will ensure that onshore owners will not be overburdened, but will also recognize that strict equality in burdening owners is not possible;
- j. Onshore owners' pier assignments will continue from year to year and be presumed permanent. An offshore pier assignment / location, in accordance with the 1994 judgment, may be changed only for substantial change of circumstances making the prior assignment unreasonable under current facts and circumstances. An onshore pier assignment may be changed, in accordance with the 1994 Judgment, only upon the request in writing of the onshore owner, however, the request may be denied and then reasonableness decided based upon the current facts and circumstances;
- k. Every owner that seeks a pier must show proof to the EFAC of adequate liability insurance in such reasonable amounts as determined by the EFAC;
- l. The EFAC will establish a fair, timely appeal process for pier disputes that conforms with the January 21, 2014 Order part 7(g);
- m. Offshore owners are required to access pier locations over rights of way;
- n. No motor vehicles will be allowed on the Easement except as allowed by January 21, 2014 Order;
- o. A presumption will exist of one off-shore pier per onshore lot;

heard only if the party alleging the violation has complied with the issue submission procedure included in the Pier Administration Policy. The action or decision of the Conference will not be reversed unless such action or decision is arbitrary, unreasonable or capricious.

The Court **FURTHER FINDS** and **ORDERS** as follows:

1. That the duty to establish reasonable regulations imposed on the Conference in the Judgment included the duty to modify or change these regulations when appropriate, with the Conference always being mindful that stability and predictability are important considerations when considering any such changes.
2. The Conference utilized the regulations approved by this Court in the Order for quite some time until, due to changes of the circumstances in Epworth Forest over time, including the need to identify more acceptable on-shore pier spots and to alleviate over-crowding on some areas of the lakeshore, the Conference adopted new regulations known as the Epworth Forest Pier Administration Policy revised April 15, 2011, the Epworth Forest Pier Administration Policy Pier Violation Enforcement Policy approved February, 2010, and a map or list showing pier placements for 2014 developed pursuant to these policies, copies of which are attached hereto and made a part hereof as Exhibits "C", "D" and "E".
3. The Court's Judgment does not expressly require the regulations adopted by the Conference to be approved by the Court in order for the regulations, including the fees to be assessed, to be binding and effective; however, the Court approved prior regulations in its Order and has approved the new regulations as provided hereafter to resolve any possible issue in this regard.
4. **The Court finds that the new regulations and placements submitted to the Court are reasonable, are not arbitrary nor capricious, and are based on valid considerations, including the need to fairly allocate the burden of the Court's Judgment in a rational fashion considering the rights and obligations of the residents of Epworth Forest as a whole, and which shall be approved by the Court as submitted, except as provided otherwise herein.**

The Committee shall:

- A. Administer the rules and regulations adopted by the Trustees of the Conference.
- B. Record pier locations of lakefront property owners.
- C. Determine and record available pier locations for non-lakefront property owners.
- D. Arbitrate disputes related to pier administration.
- E. Designate an individual or entity to be the contact in regard to pier administration matters.

RULES AND REGULATIONS

The Trustees of the Conference adopt the following rules and regulations for the administration of piers in Epworth Forest. These Rules and Regulations are not intended to be all encompassing and are in addition to any codes or laws enacted by government agencies. These rules apply to all property owners. Cooperation between all who own property within Epworth Forest is essential in fostering a sense of community in Epworth Forest.

1. PIER ASSIGNMENT ELIGIBILITY

Lot owners located in Epworth Forest with a residence located on them, or that own a lot that is buildable as a residence by Kosciusko County building standards, are eligible to apply for a pier assignment.

2. ALLOWABLE WIDTH

The maximum allowable width* for a shoreline pier space assigned to a lakefront property owner is 24 feet. Lakefront owners who own at least 24 feet or more of shoreline frontage shall be allotted a pier assignment up to 24 feet. Lakefront owners owning less than 24 feet of shoreline frontage shall be allotted a pier assignment up to the limited frontage owned (i.e. if 22 feet is owned the lakefront assignment shall be up to 22 feet wide.) If a lakefront owner owns less than 16 feet of shoreline, that lakefront owner shall be allotted at least 16 feet for their pier assignment. The maximum allowable width for a shoreline pier space assigned to a non-lakefront property owner is 16 feet. Piers shall be placed a safe and reasonable distance apart from each other with a minimum distance between pier assignments of two feet.

*Width refers to space used by an assigned owner for pier sections, watercraft, or any other personal property that takes up space in the water or along the shoreline. Measurement is the total width taken from the far left item to the far right item (for example, pier, boat, jet ski, securing pole/auger, etc.).

3. LAKEFRONT PROPERTY OWNERS

Lakefront property owners were given the right to select their shoreline pier placement first. This selection took place in the spring and summer of 1995. That lakefront property owner's shoreline pier placement shall be considered permanent unless the lakefront property owner agrees to a change in writing that has been approved by the Committee in writing. The lakefront owners shall allow the Conference and the non-lakefront owners to establish piers at reasonable intervals along the shoreline.

4. NON-LAKEFRONT PROPERTY OWNERS

Non-lakefront property owners' shoreline pier locations are assigned by the Committee on a first-come, first-served basis. Once the shoreline locations are assigned and approved in writing by the Committee, the locations are intended to be permanent; however, non-compliance may cause the Committee to consider a change.

Epworth Forest Shoreline
Revised 6.17.13

5 FT OPEN SHORELINE

~~22 A 16 Edith C. Conner 8104 East Wade Lane WOULD HELP IF SHE GET TO THE RIGHT NEXT YEAR~~

3 FT OPEN SHORELINE

23 24 Curt Daggot 8103 East Wade Lane Owns 50 ft of shoreline NOT IN YET. NEW OWNER

4 FT OPEN SHORELINE

~~23 A 16 Edith C. Conner 8104 East Wade Lane WOULD HELP IF SHE GET TO THE RIGHT NEXT YEAR~~

4 FT OPEN SHORELINE

24 24 Edie Seefeld 8113 East Wade Lane Owns 37 ft of shoreline

4 FT OPEN SHORELINE

~~24 A 16 Edie Seefeld 8113 East Wade Lane LISTS 25A ADVISE 2 BE SHIFTER RIGHT WAS MARKED S DEWE OF BOATH HERE~~

3 FT OPEN SHORELINE

25 20 Paul & Lois Johnson 8123 East Wade Avenue Owns 20 ft of shoreline

17 FT OPEN SHORELINE

26 24 Edward & Suzanna Montovanl 8139 East Wade Lane Owns 38 ft of shoreline

20 FT OPEN SHORELINE - SHORE CURVE (APPROX 10FT AT END OF PIERS)

27 24 Robert Myers 8149 East Wade Lane Owns 53 ft of shoreline

6 FT OPEN SHORELINE

28 24 Steve Kanney 8155 East Wade Lane Owns 50 ft of shoreline

9 FT OPEN SHORELINE

29 A 16 Alice & Todd Hardy 8170 East Wade Lane

6 FT OPEN SHORELINE

29 24 Norma Jean & Fred David 8165 East Wade Lane Owns 50 ft of shoreline

5 FT OPEN SHORELINE

~~30 B 16 James & Jennifer Grosick 8162 East Wade Lane ADJUST DOWN 9 FT IF HE MOVE SKI TO OTHER SIDE~~

5 FT OPEN SHORELINE

30 24 William Kaster 8165 East Wade Lane Owns 50 ft of shoreline

10 FT OPEN SHORELINE

~~31 B 16 Carl & Sherrill Miller 8156 East Wade Lane EMERSON HERE IS LEGAL BUT SHIFTER IN TO OTHER SIDE~~

7 FT OPEN SHORELINE

Emerson has put in illegally not allowing her to their second pier.

5 FT OPEN SHORELINE

32 A 16 Ron & Mary Erb 8186 East Wade Lane

6 FT OPEN SHORELINE

32 24 Mr. John McKenna 8207 East Wade Lane Owns 29 ft of shoreline

3 FT OPEN SHORELINE

33 A 16 George & Patsy Scott 8267 East Wesley Lane

4 FT OPEN SHORELINE

~~33 A 16 George & Patsy Scott 8267 East Wesley Lane OWNERS ONLY USING 3 FT DUE TO 26 AN FT~~

10 FT OPEN SHORELINE

34 24 Sueffs Johnson 8223 East Wade Lane Owns 50 ft of shoreline

4 FT OPEN SHORELINE

35 A 16 Garry & Patricia Powell 8227 East Wesley Lane

4 FT OPEN SHORELINE

35 24 Mike Nelson / Mike Rogers 8231 East Wade Lane Owns 50 ft of shoreline

4 FT OPEN SHORELINE

Rogers not allowing 350 - Physically removed his pier from the water.

4 FT OPEN SHORELINE

~~36 B 16 Gary Schindler 8214 East Wade Lane OWNERS ONLY USING 3 FT DUE TO 26 AN FT~~

2 FT OPEN SHORELINE

~~36 A 16 Gary Schindler 8214 East Wade Lane MOVE LIFT FROM 10 IN SHIFTER 3 FT RT FOR SCHRADER~~

3 FT OPEN SHORELINE

37 24 Alan & Diana Kado 8251 East Wade Lane Owns 50 ft of shoreline

2 FT OPEN SHORELINE

37 A 16 Alan & Diana Kado 8251 East Wade Lane

2 FT OPEN SHORELINE

37 C 16 Alan & Diana Kado 8251 East Wade Lane

2 FT OPEN SHORELINE

38 24 Alan & Diana Kado 8251 East Wade Lane Owns 50 ft of shoreline

2 FT OPEN SHORELINE

39 B 16 Randy & Mary K. Johnson 8348 East Asbury Lane

2 FT OPEN SHORELINE

39 24 Mildred H. Gard 8271 East Wade Lane Owns 50 ft of shoreline

8 FT OPEN SHORELINE

~~40 B 16 Karen Nosl 8283 East Wade Lane MOVE 2 FT TO THE RIGHT (IN SOCKETS)~~

8 FT OPEN SHORELINE

40 24 Karen Nosl 8283 East Wade Lane Owns 60 ft of shoreline

11 FT OPEN SHORELINE

~~41 B 16 Karen Nosl 8283 East Wade Lane MOVE 2 FT TO THE RIGHT (IN SOCKETS)~~

2 FT OPEN SHORELINE

~~41 A 16 Karen Nosl 8283 East Wade Lane MOVE 2 FT TO THE RIGHT (IN SOCKETS)~~

2 FT OPEN SHORELINE

~~41 C 16 Karen Nosl 8283 East Wade Lane MOVE 2 FT TO THE RIGHT (IN SOCKETS)~~

2 FT OPEN SHORELINE

~~41 D 16 Karen Nosl 8283 East Wade Lane MOVE 2 FT TO THE RIGHT (IN SOCKETS)~~

Paid - Copp purchased home (T. Schlegelbau) and should be in at 72A

2 FT OPEN SHORELINE

43 A 16 Marc A. Lusby 8281 East Wesley Lane

2 FT OPEN SHORELINE

43 B 16 Marc A. Lusby 8281 East Wesley Lane

3 FT OPEN SHORELINE

43 C 16 Marc A. Lusby 8281 East Wesley Lane

4 FT OPEN SHORELINE

43 D 16 Marc A. Lusby 8281 East Wesley Lane

4 FT OPEN SHORELINE

43 E 16 Marc A. Lusby 8281 East Wesley Lane

9 FT OPEN SHORELINE

43 F 16 Marc A. Lusby 8281 East Wesley Lane