

BEFORE THE
EPWORTH FOREST ADMINISTRATION COMMITTEE, INC.

IN RE:
WILLARD WATKINS
PIER 101A

MEMORANDUM IN SUPPORT OF APPEAL

Epworth Forest resident, Willard Watkins (“Watkins”), by counsel, pursuant to the request of the Epworth Forest Administration Committee, Inc. (“EFAC”), submits this memorandum in support of his appeal. Watkins respectfully requests that EFAC reconsider its prior decision and approve his pier assignment transfer request with respect to Pier 101A originally assigned to Lot 28 in Epworth Forest.

As background, Watkins and his wife, Anna Jean, own Lots 28 and 29 in Epworth Forest with assigned street addresses of 8720 and 8712 East Wesley Lane, respectively. Watkins purchased Lot 28, an offshore lot, from Marta Taylor (“Taylor”) in 2003. At the time she sold Lot 28 to Watkins, Taylor also jointly owned, with her sister, Carole Wilson (“Wilson”), Lot 15 in Epworth Forest, an onshore lot located across the street from Lot 28. Although Lot 28 had been assigned Pier 101A, with such pier depicted on Larry Long’s 1991 survey (an excerpt of which is attached hereto as Exhibit A), Taylor misrepresented to Watkins that Lot 28 did not have a pier assignment. As addressed during the appeal conference, Taylor’s sister and co-owner of onshore Lot 15 likewise made the same misrepresentations to Watkins as to the lack of any pier assignment for Lot 28.

Because Pier 101A had been located along that portion of the shoreline jointly owned by Taylor and Wilson in connection with their onshore Lot 15, the sisters were presumably motivated to misrepresent the status of the existing offshore pier assignment to avoid sharing any portion of their shoreline with a non-family member. Despite having sold Lot 28 to Watkins in 2003 and misrepresenting the status of any assigned pier for such offshore lot, Taylor thereafter improperly made in the numerous years since the annual pier rental payments due for Pier 101A. EFAC’s predecessor administering piers in Epworth Forest and/or its property management agents likewise improperly accepted Taylor’s annual rental payments for Pier 101A with no questions apparently raised as to Taylor’s sale of offshore Lot 28 or her subsequent lack of ownership of any offshore

lot.¹ It is suggested that those questions, had they been raised by EFAC's predecessor and/or its agents, would have revealed Taylor's improper conduct and led to a pier assignment transfer request by Watkins long ago.

The current pier administration policy, as approved by the Court and attached as an exhibit to the January 21, 2014 Order, provides that a new owner purchasing an offshore lot with an assigned pier space "shall apply" to EFAC for a transfer of the pier assignment. *See* Policy, Section 9. The pier administration policy further expressly reflects the "intent to retain the original assignments where possible" as long as the assignments are in "compliance with current guidelines." Consistent with this stated intent, offshore pier assignments have been historically retained in Epworth Forest. *See, e.g.*, Petition to the Court filed by EFAC's then-President, a copy of which is attached hereto as Exhibit C ("Arguments for the [offshore pier] assignment staying with the property are property value of current Off-shore owner, inherited property, **and past method.**") (emphasis added). Despite this stated intent and historical practices, notably absent from the current pier administration policy is a fair warning to an offshore lot purchaser that an existing pier assignment may be subject to the harshest sanction - permanent revocation - at some unspecified point and without further notice from the Board if such purchaser does not submit a pier assignment transfer request.

In this case, based on EFAC's minutes of the June 29, 2016 meeting, the Board appears to have denied Watkins' pier assignment transfer request because "the majority of the Board felt that too much time had passed since the property's purchase to consider it a transfer." Watkins concedes that much time has passed since his 2003 purchase of Lot 28 from Taylor. There is, however, **no** time limit specified in the pier administration policy or any Court Order for the purchaser of an offshore lot to make such a pier assignment transfer request.² Moreover, this case

¹ Indeed, the pier assignment list included with the Court's January 21, 2014 Order (with such Order attached hereto as Exhibit B), reflected no address for Taylor as to Pier 101A in the space provided for that resident information.

² To the extent the Board now believes it appropriate to amend the written pier administration policy to adopt a specific time limit to submit a pier assignment transfer request following the purchase of an offshore lot, it is free to do so in accordance with any required procedures. In that case, given the clear importance of an existing pier assignment to an offshore lot and the express intent that such pier assignments should be retained if possible, any amended policy provision on this issue should clearly place an offshore owner on fair notice that failure to submit the pier assignment transfer request within a specified period of time may subject such owner to permanent loss of the pier assignment without further notice from the Board.

presents unusual facts and circumstances as bearing on the time that has passed, from the seller's affirmative misrepresentations to the longstanding historical problems surrounding pier administration matters in Epworth Forest resulting in many years of uncertainty, conflict and litigation.

In any event, the failure of a new offshore lot owner to submit a pier assignment transfer request should be considered, at most, an issue of non-compliance with the terms of the current pier administration policy. *See* Policy, Section 9 (providing in pertinent part that, “the new owner **shall** apply to the Committee for a transfer of the pier assignment”) (emphasis added). The failure to do so is a violation of the policy and should be reasonably addressed through EFAC's separate written enforcement policy providing for fair notice to an Epworth Forest resident before imposing sanctions. Watkins' position in this regard appears to be consistent with the Court's expectation that “ongoing violations” may subject an owner to penalties that may include the “possible suspension and/or revocation of pier placement and/or docking privileges.” *See* January 21, 2014 Order, ¶ 7(f).³

Watkins finally suggests that it would be inappropriate for EFAC to attempt to assign Pier 101A to another offshore owner given the lack of legal access to it. EFAC's bylaws and the pier administration policy clearly contemplate offshore owners accessing their assigned pier spaces through public ways and the easement absent the express permission of an onshore owner to use his/her onshore property for such purpose. *See, e.g.* Policy, Section 5; Bylaws, Section 6(j). The Court further expressed this expectation through those additional provisions required to be included as part of amendments to the pier administration policy or “regulations.” *See* January 21, 2014 Order, ¶ 7(i) (“Off-shore owners are further required to access their pier assignments of their use of the walkway, by utilizing the various streets, platted easements, and/or “fire lanes” which lead from public streets to the easement, and specifically, access to the pier assignments or the public walkway should not be across the lots of on-shore owners without express permission of the on-shore owners.”). In this case, although lacking legal access to Pier 101A, Watkins has

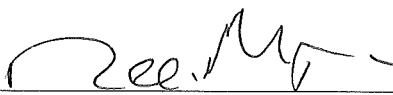
³ In its January 21, 2014 Order, the Court required certain modifications to the pier administration policy or “regulations” as specifically set forth in Paragraph 7 thereto. The pier administration policy, as attached to the Court's January 21, 2014 Order, has not yet been amended to specifically incorporate the mandatory provisions contemplated by the Court.

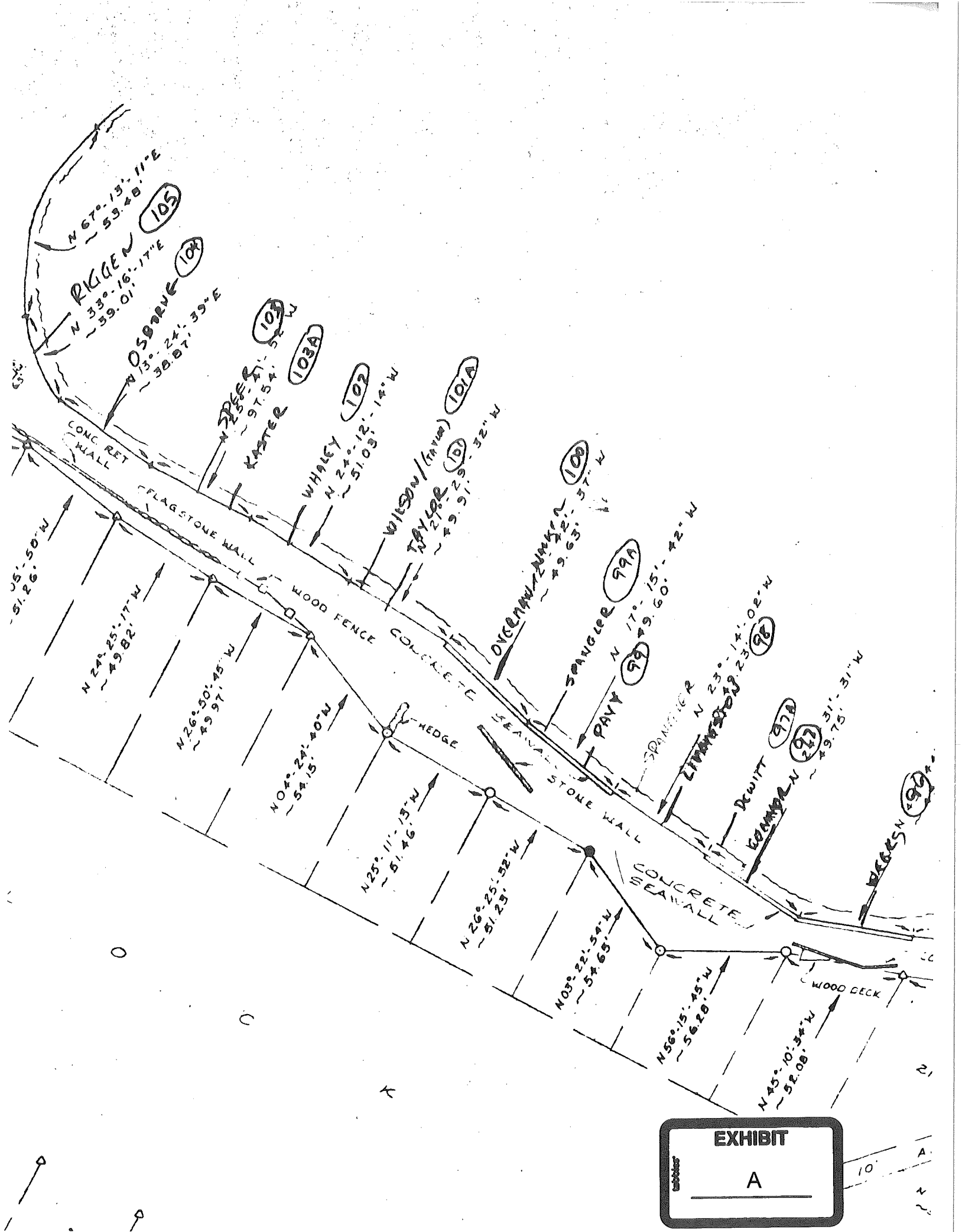
already demonstrated to EFAC that he has secured an onshore owner's permission to use such lakefront property to access such pier space.

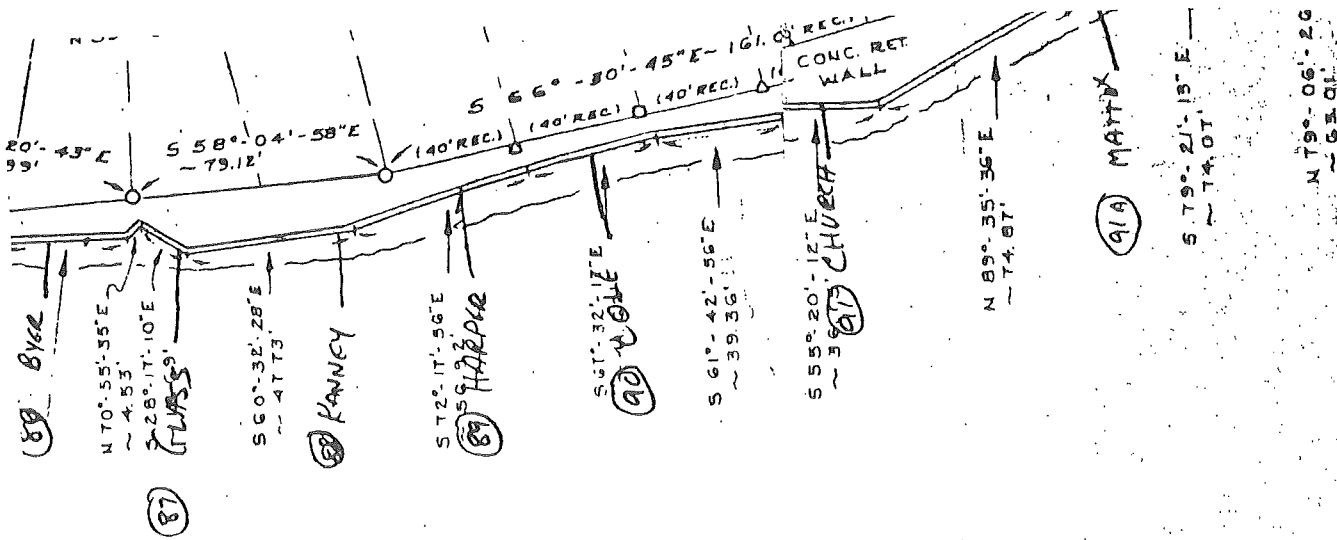
For the reasons set forth herein and as previously addressed with the Board during the appeal conference, Watkins respectfully requests that EFAC reconsider its prior decision and approve his pier assignment transfer request with respect to Pier 101A.

Respectfully submitted,


SNYDER MORGAN LLP

By: 
Randall L. Morgan, #18087-49
200 West Main Street
Syracuse, Indiana 46567
Telephone: 574/457-3300
rlm@snydermorgan.com
Attorneys for Petitioner





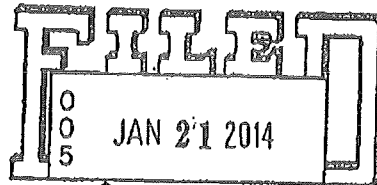
REVISED 12-16-91, LOT & SHORE LINE DIM.

 <p>LARRY R. LONG AND ASSOCIATES, INC.</p> <p>CONSULTING ENGINEERS/LAND SURVEYING</p> <p>611 S. Buffalo St., Warsaw, IN 46580 Telephone (219) 269-6333</p> <p>LARRY R. LONG, P.E.</p>	<p>NORTHERN INDIANA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC. PLAT OF EPWORTH FOREST SUB. SEC. 11, T. 33N., R. 7E TIPPECANOE TWP. KOS. CO., IN.</p>		
	<p>PLAT OF SURVEY LAND BETWEEN LOTS & LAKESHORE</p>		
<p>DRAWN BY: D.L.</p>	<p>DATE: 8-9-91</p>	<p>PROJECT NO. 01000000</p>	
	<p>SCALE: 1" = 50'</p>	<p>SHEET NO. 1 OF 1</p>	

IN THE KOSCIUSKO CIRCUIT COURT
121 NORTH LAKE STREET
WARSAW, INDIANA 46580

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

CASE NO. 43C01-9109-CP-732

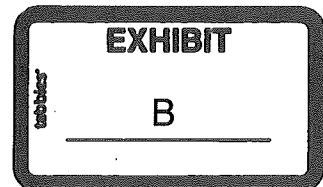


Ann Jorpy
CLERK KOSCIUSKO CIRCUIT COURT

ORDER

Proceedings were held on the issues arising under the Court's Request to Review the "Pier Administration Policy" and the maps showing the assigned pier locations for 2014 on January 14 and January 15, 2014. Those in appearance were as follows: certain on-shore owners by Richard K. Helm; certain off-shore owners by Stephen R. Snyder and Randall L. Morgan; certain on-shore owners by James S. Butts; certain fee simple lakefront owners by Jason M. Kuchmay; North Indiana Annual Conference of the United Methodist Church by Edward A. Sullivan and Larry E. LaTarte; Richard D. Presser by Michael M. Yoder; William and Sue Kerley by Rachel Y. Osting; and Robert Turner, in person and pro se. Evidence was submitted and argument heard and the Court took the issues under advisement.

The Court having reviewed the evidence, the argument of those present, and being duly advised in the premises, now makes the following Findings and Order:



FINDINGS

1. After extensive litigation and a long trial in this Court in July of 1994, this Court entered its Record of Submission, Findings of Fact with Opinion and Judgment on August 2, 1994, ("Judgment") .

2. The Court's Judgment provided as follows:

(1) That the several plaintiffs, and with respect to the several lots in Epworth Forest owned by them, which plaintiffs along with the lots severally owned by them are as follows:

SEE PARTIES - PLAINTIFF LIST ATTACHED AS EXHIBIT "A"

are each, in their several titles by which they hold title to the designated lots, vested in fee simple as owners of the lands lying between their lots and the shore of Lake Webster and extending into Lake Webster in a matter not adjudicated, the tracts severally owned by those parties determined by extending their lateral lot lines to the lakeshore at the established legal lake level, said titles being subject to any encumbrances or other burdens as they exist and not determined in this action.

(2) That so much of the land vested in the parties lying between their designated lots and the lakeshore are each burdened, as a subservient tenement, with an easement reserved by the plat in favor of the defendant, North Indiana Annual Conference of the United Methodist Church, for its own use and the use of off-shore owners being the owners of lots in the Plat of Epworth Forest not lying upon or adjoining the littoral or upon the lake.

(3) That the scope of the easement includes only a right of the off-shore owners and the defendant acting for them and for itself to maintain upon the lands lying between the on-shore lots and the lakeshore, that is the littoral, of a walkway upon which landowners in the Plat of Epworth Forest, their guests, and the guests and attendees of the defendant may promenade, and to permit access to such persons for fishing from the shore and to maintain upon the lake-front piers at which boats may be docked.

(4) That in exercising the rights and privileges inhering to the dominant tenement, the defendant for itself and for the benefit of the off-shore owners may establish reasonable regulations as may be required to assure, first, that the on-shore owners may establish a pier at their location of choice upon their lands, and then to allow the placement of piers and the docking of boats by off-shore owners and by the Conference in a manner which imposes the least possible burden upon any one or group of the on-shore owners and may further establish and enforce such reasonable regulations as may be required to assure that the walkway remains open and free for passage and that permitted people may have reasonable access to the shore for fishing and swimming, and if in the administration of such regulations costs which the Conference cannot reasonably bear are incurred, that cost may be budgeted and proportionately charged upon all persons installing piers, including on-shore and off-shore owners as well as the Conference itself.

3. The Court's conclusion and opinion entered August 2, 1994, provides:

(5) The easement was reserved for the purpose of maintaining a promenade for the enjoyment of all residents of the plat, their guests, the Conference and its guests and attendees. The persons to enjoy the easement have rights of access to the shore for the purpose of fishing and the off-shore owners have a littoral use to erect a pier and to dock a boat and the Conference has a right to install piers and dock boats for the benefit of the lot owners and of its guests and attendees. The on-shore owners have a duty to permit the maintenance of the walkway, to allow fishing from the lakeshore and to permit the Conference and the off-shore owners to establish piers at reasonable intervals. At reasonable intervals means that off-shore owners and the Conference piers may not be placed in such proximity to on-shore owner piers as to create unreasonable inconvenience to the on-shore owners in the use of their own piers. The on-shore owners get first choice as to where they get to put their piers because they are the owner of the fee and many of the sea walls built by them are so built that there is a specific place within the frame of the sea wall into which a pier is designed to fit. As the off-shore owners must be accommodated in a managed fashion for so long as the Conference remains operative upon the grounds,

the off-shore owners' right to pier placement must be managed through the Conference. The Conference will, therefore, have managerial rights, as a Trustee for the benefit of the off-shore owners to assign pier space to accommodate the off-shore owners without at the same time unduly burdening the on-shore owners. To so manage, the Conference must establish rules, which touching upon and concerning the land, are rules of the Conference which must be, under the restrictions on the plat, conformed to by the on-shore owners as well as the off-shore owners. Since such management requires resources, and resources, that is people, cost money, the Conference may establish a reasonable pier permit fee which may be no greater than that reasonably required to actually fund the cost of that management. Because the management regulations which will presumably be framed by the Conference for the benefit of the off-shore owners will also benefit the on-shore owners in that they must be designed to avoid overburdening the on-shore owners, the on-shore owners must participate in the cost of that management expenditure.

4. Pursuant to the judgment, the North Indiana Annual Conference of the United Methodist Church ("Conference") established regulations for the administration and enforcement of pier placements, fees, and regulation of the littoral, the first of which regulations were approved by this Court on November 7, 2007, ("Order").

5. In the Order, this Court made 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 the Pier Administration Policy, a copy of which is attached. The Court orders the Conference to maintain a copy of the Pier Administration Policy and a map showing the approximate assigned and unassigned pier locations at a place within Epworth Forest which is available to Epworth Forest lot owners at reasonable times.

(2) As a means of enforcing this Court's prior orders in this case, any party alleging that the Conference has acted or failed to act in violation of this Court's judgment dated August 2, 1994, shall file a separate lawsuit alleging that the Conference has acted or failed to act in violation of this Court's judgment of August 2, 1994, may be

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.

5. The new regulations allocating more pier space for on-shore owners than off-shore owners is not precluded by the Court's Judgment and reasonably conforms to common expectations of property owners in general.

6. The Court's Judgment provides that the off-shore owners have a littoral use to erect a pier and to dock a boat. The regulations must be so modified to conform to this limitation and allow for the placement of only one pier and the docking of only one boat or other watercraft for each off-shore owner.

7. The regulations should be further modified to provide as follows:

- a) No on-shore owner may have a slip at a community pier unless all off-shore owners requesting either an on-shore pier site or a community pier slip have had their request granted.
- b) The regulations are not meant to limit any lot owner's ability to seek redress for violations of their property or other rights directly with the appropriate court for issues relating to trespass or nuisance.
- c) Requests for pier sites and/or pier slips should be assigned in the order they are received by the Conference. If it is impossible to fulfill all requests, a waiting list shall be established. Any requests which are received at the same time, and which cannot all be fulfilled, should be resolved by a lottery.
- d) The ability to install more group and/or community piers to meet any unmet pier requests should be explored further by the Conference.
- e) Reasonable late fees and penalties for violations are contemplated by the Court's Judgment, however, attorney fees for violations can only be imposed by a court and as provided by applicable Indiana law.
- f) Violation fines should be from \$1.00 to \$100.00 per day, with each day the violation exists constituting a separate offense. Penalties for repeat offenders and/or ongoing violations should also include possible suspension and/or revocation of pier placement and/or docking privileges.
- g) Time frames for enforcement proceedings should be reduced for the first, second, and third notice to seven (7) days.
- h) In order to timely enforce the regulations, the Conference, through the Pier Committee, should appoint a single enforcement administrator who

shall, to the extent practicable, enforce the regulations adopted under the Judgment and specifically, should investigate and address violations of interlopers, hopefully within three (3) days.

- i) Off-shore owners are further required to access their pier assignments, or their use of the walkway, by utilizing the various streets, platted easements, and/or "fire lanes" which lead from public streets to the easement, and specifically, access to the pier assignments or the public walkway should not be across the lots of on-shore owners without express permission of the on-shore owners.
- j) The use of the easement as a "promenade" prohibits motorized vehicles, bicycles, golf carts, and the like, with an exception being made for wheelchairs for disabled persons in need of such wheelchairs, and further, piers and related facilities are not to be stored upon the walkway or the on-shore owners' property without express permission having been granted for such placement by the on-shore owner.

8. Although not mandated by the Court, the regulations as adopted and applied by the Conference should strive to:

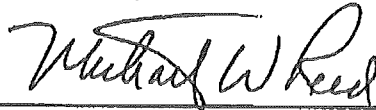
- a) Allow/provide for a five (5) foot clearance on both sides [for a total of ten (10) feet] of the dividing line between pier sites so that a ten (10) foot buffer zone may exist between all facilities and equipment utilized on the pier sites; and
- b) Burden any one on-shore owner with only one (1) off-shore pier site.

9. The Conference has enacted reasonable regulations and procedures to carry out the responsibilities assigned to the Conference in the Judgment. The Court has further reviewed and approves the 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 the 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" as well as the current fee schedule testified to in open court, except as expressly modified herein.

10. As a means of enforcing the Court's prior orders in this case, any party alleging that the Conference has acted or failed to act in violation of the Judgment and/or as provided herein, shall file a separate law suit in this Court alleging same.

Except as provided herein in paragraph 7(b), a separate law suit alleging that the Conference has acted or failed to act in violation of the Judgment and/or as provided herein, may be heard only if the party alleging the violation has complied with the issue submission procedures included in the Pier Administration Policy previously approved by the Court. The action or decision of the Conference will further not be reversed unless such action or decision is arbitrary, unreasonable or capricious.

SO ORDERED THIS 21st DAY OF JANUARY, 2014.



Michael W. Reed, Judge
Kosciusko Circuit Court

Distribution:
Barnes Service Group

MWR/st

PARTIES - PLAINTIFF

That the names of the many plaintiffs, herein designated as "on-shore owners" as finally settled by amendment, dismissal and substitution along with the lot and block descriptions of the land owned by them in the plat of Epworth Forest and its revisions, in Section 11, Township 33, Range 7 East, in Kosciusko County, Indiana are as follows:

Plaintiff name	Block	Lot
Joyce Phaneuf	E	16
Michael T. Black/Daphne Black	E	17
James D. Henry/Betty L. Henry	E	18
Ann Lawver/Lana Goombridge/	E	19
Graham Goombridge	E	19
Steven D. Lisle/Cassie J. Lisle	E	20
Richard Parks	E	21
JoAnn Benadum/Antoinette Griffin	E	Part 22
Marion Shore/Rose Shore	E	Part 22 & Part 23
Margaret Fatzinger	E	Part 23
Boyd A. Wear	E	24
Robert G. Wacker	E	25
Roy Hanson/Geraldine Hanson	D	30
Edna Marge Slemmer	D	29
Richard D. Hinton/Betty J. Hinton	D	24, 25 & Part of 26
William H. Ginty	D	20
Thomas M. Frost/Mary Ellen Frost	D	18
Ronald Horcher/Barbara Horcher	D	51, 52
Donald R. Scott/Victoria H. Scott	C	50
Kevin William Smith/Beth A. Smith	C	49
Suetta M. Johnson	C	48
George Nelson/Mary Nelson	C	47
William Whitham/Douglas Whitham	C	36
Marilyn Doles	C	34, 35
Roger Lauer/Lisa Lauer	C	32, 33
Jo Ann Boyer	C	31
Richard L. Bolt/Kay L. Bolt	B	26
Roger Bruce/Nance Bruce	B	25
Robert Turner/Lois Turner	B	24
Leicester H. Brown/Jean Brown	B	23
Phillip W. Bogue/Ellen Sue Templin	B	21
Mark Faith/Julie Faith	B	19
William Harold Smith/Peggy J. Smith	B	16
Lawrence Hood/Shirley Hood	A	37
J. Robert Baur/Albert E. Baur	A	38
James P. Holdread/Susan M. Holdread	A	39
Howard McCain/Carol McCain	A	40
Roberta Glotzbach	A	41
David B. Kieper/Gayle Kieper	A	42
Eldon Thompkins/Sharon Thompkins	A	43
John S. Calland/Helen M. Calland		
Jean M. Calland		
David J. and Maureen Cornelius	A	45
Robert J. Berg/Kathleen Berg		
Stephen Strack/Mary Ellen Strack		
Mary Beth Brunette	A	46
Helen Beavers	A	47
Darold Grossman	A	48

David Turner/Claudia J. Turner	A	49
Dale A. Clayton/Jo Ann Clayton	A	50
Marylin Blackburn	A	51
Dorothy V. Barnes	A	51A, 52
Edward Lavon Byer/Phyllis Byer	A	53, 54
Robert Glass/Marjorie Glass	A	55
Ed Kanney/Edna Kanney	A	56
Larry Harper/Sue Ann Harper	A	57
Charles A. Cole/Peggy Ann Cole	A	58
Michael Count/Denise Count	A	58
Jane R. Church	A	59, 60, 61
Bruce Shilling/Naomi Shilling	A	62
Emily Sapp	A	21, 23, 24
Robert Fribley/Jane Fribley	A	22
John E. Weeks/Patricia Weeks	A	20
Steven Conner/Jada Conner	A	19
Doyle E. Pavy/Shirley T. Pavy	A	17
Marjorie Walters	A	16
Charles Taylor	A	15
David Raymond Speer/Joan Speer	A	13
John D. Osborn/Janet S. Osborn	A	12
John Riggin/Joetta Riggin	A	11

EPWORTH FOREST

PIER ADMINISTRATION POLICY

The Trustees of the Northern Indiana Conference of the United Methodist Church, Inc ("Conference") are responsible for establishing regulations regarding the placement of piers along the Lake Webster shoreline within the Epworth Forest community limits. This authority and responsibility is provided through a court judgment entered by the Circuit Court of Kosciusko County on August 2, 1994 and supplemental Pier Policy approved in 1995. It is the intent to carry out the court's decision in an organized and efficient manner with the hope that all may enjoy the lake and together foster a better sense of community in Epworth Forest.

The Trustees of the Conference have delegated a portion of that task to the Pier Administration Committee ("Committee") who will act as a designee of the Conference and whose authority derives solely by delegation from the Trustees of the Conference. The Trustees may engage a managing agent to oversee and carry out directives for day to day operations and maintenance related to the pier administration.

DEFINITIONS

Community Pier – Shared Pier that is owned by the Conference.

Easement – The Easement was reserved for the purpose of maintaining a promenade for the enjoyment of all residents of the plat, their guests, the Conference and its guests and attendees. The scope of the Easement includes only a right of the off-shore owners and the Conference acting for them and for itself to maintain upon the lands laying between the on-shore lots and the lakeshore, that is the littoral, of a walk way upon which landowners in the plat of Epworth Forest, their guests, and the guests and attendees of the Conference may promenade, and to permit access to such persons for fishing from the shore and to maintain upon the lakefront piers at which boats may be docked.

Lakefront Owner – An owner of a platted lot within Epworth Forest that is located directly adjacent to the Lake Webster shoreline.

Non-Lakefront Owner – An owner of a platted lot within Epworth Forest that is *not* located directly adjacent to the Lake Webster shoreline.

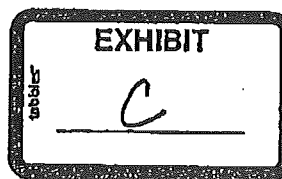
Pier Assignment – An allotted space along the Lake Webster shoreline that is assigned to an owner. All piers are privately owned and shall not be accessed without the permission of the owner.

Pier Administration Committee - A committee composed of five members: two members owning lakefront property, two members owning non-lake front property, one member selected by the Trustees to represent the interests of the Conference.

PIER ADMINISTRATION COMMITTEE

TERMS AND RESPONSIBILITIES

Appointed Committee members shall fill a term of three years with no limit for consecutive terms. The terms shall be staggered so the term of only one member from lakefront and non-lakefront shall expire in any one year. Upon expiration of terms, the Community owners with pier access shall be solicited for volunteers to fill the open positions. The volunteer statements shall be presented to the Trustees for appointment to the Committee.



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.

5. PIER ACCESS

In placing a pier along the lakefront, property owners accept the limited uses of the easements and agree to abide by them. Non-Lakefront property owners and guests are asked to respect the privacy of others and refrain from traversing between Lakefront Homes to access the shoreline. Pier Assignments may be accessed by fire lanes and easements. In addition, Seawalls and adjacent shoreline property are owned and maintained by Lakefront property owners and should not be altered or damaged in any way by Non-Lakefront property owners.

6. PIER INSTALL AND REMOVAL

Shoreline piers shall be labeled by each owner with the pier location number and may be maintained in the water during normal periods that shoreline piers are in the water in Lake Webster; however, shoreline piers shall be removed from the water prior to freezing.

7. COMMUNITY PIER ASSIGNMENTS

Community Pier slots are assigned each year by the Committee. Community Pier slots shall be offered first to those Epworth Forest property owners that maintained a slot the prior year and second to those owners that have requested to be on the Community Pier waiting list by February 1st. All costs associated with the operation of the Community Piers are supported solely by funds received from Community Pier assignments.

8. PIER ADMINISTRATION FEE

A reasonable fee to cover the costs of pier administration shall be divided among owners with assigned pier locations. Such fee shall be no greater than the amount required to fund the cost of such administration and shall be determined by separate Shoreline and Community Pier budgets established by the Committee for each year and approved by the Trustees of the Conference. These budgets shall include items such as postage, printing, meeting costs, legal fees*, costs for service retained, and costs associated with the development and operations of the rules and regulations.

*The Trustees will make every effort to collect legal fees from individual(s) involved in legal action. The Kosciusko County Circuit Court, by approving this Pier Administration Policy, will uphold the decision of the Pier Administration Committee unless the Court determines that the decision of the Pier Administration Committee was arbitrary, unreasonable or capricious. If the Committee's decision is upheld, the Court will award the Committee its reasonable attorney's fees and expenses incurred in the enforcement of its decision.

9. OWNER REQUESTS - CHANGES - TRANSFER

Requests for Changes or New Pier Assignments: No changes to pier locations shall be made without prior written Committee approval. New pier locations are assigned on a first-come first served basis and are not guaranteed. Any request for changes to an assigned pier location must be submitted in writing to the Committee no later than February 1st of the year in which the change is requested effective utilizing the "APPLICATION/CHANGE FOR PIER ASSIGNMENT" form.

Pier Transfers: In the event of a change of ownership of a property with assigned pier access, the new owner shall apply to the Committee for a transfer of the pier assignment utilizing the "APPLICATION/CHANGE FOR PIER ASSIGNMENT" form. Pier assignments are not deeded with the property nor are all non-lakefront property owners guaranteed a pier assignment. However, it is the intent to retain the original assignments where possible as long as such assignments are in compliance with current guidelines. As it is the understanding that lakefront property pier transfers shall be

considered automatic, lakefront owners are reminded to submit updated contact information as a lakefront property ownership changes.

10. ENFORCEMENT PROCEDURES

The Committee maintains an enforcement policy and procedure related to delinquent pier fee payments and/or pier locations not in compliance with these guidelines. Such methods of enforcement may include, but are not limited to, fines, late fees, interest, and suspension of pier privileges and/or legal action if deemed necessary.

EPWORTH FOREST
PIER ADMINISTRATION

Pier Violation Enforcement Policy

Approved: February 2010

Pier Administration Policy #9 States:

The Pier Administration Committee maintains an enforcement policy and procedure related to delinquent pier fee payments and/or pier assignments not in compliance with these guidelines. Such methods of enforcement may include, but are not limited to, fines, late fees, interest, and suspension of pier privileges and/or legal action if deemed necessary.

Enforcement Procedure for Violations of Pier Administration Policy

1. Pier Administration Committee will attempt to contact the owner via telephone and follow up with written communication in the form of the First Notice as outlined below.
2. First Notice – Pier Administration Committee will send a (friendly) written notice to the owner which will outline the specific violation and give a 15-day notice to bring pier assignment back into compliance. The notice will state a re-inspection to take place after 15 days from date of notice. The notice will contain no mention of fees or potential charges.
3. Pier Administration Committee will attempt to contact the owner via telephone and follow up with written communication in the form of the Second Notice as outlined below.
4. Second Notice – Pier Administration Committee will send a second written notice to the owner. The notice will outline the repeated specific violation and give a 15 day notice to bring pier back into compliance and detail the fee that will be assessed if pier is not brought back into compliance within the 15 day period. The letter will state a re-inspection to take place after 15 days from the date of notice.
5. Third Notice – Pier Administration Committee will send a final written notice to the owner. The notice will outline the repeated violation, detail that the violation fine below shall now be assessed and shall include payment terms and conditions. It will also state that we have repeatedly tried to work with the property owner to resolve the non-compliance issue and that if we cannot resolve the issue in the next 30 days further action may be required including legal resolution.

Schedule of Fees

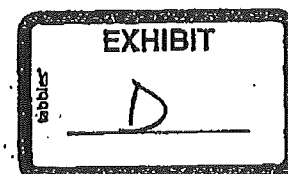
Fee	Amount	Description
Violation Fine	Up to \$ 500.00 per month	Fine amount shall be determined by the Committee and shall apply to all violations of the Pier Administration Policy

Fine Structure for Late or Non-payment of Pier Fees

Pier Administration Committee will deliver late notices 30, 60 and 90 days after due date of pier fees with details of the late charges outlined in the notice.

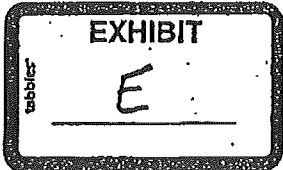
Schedule of Fees

Fee	Amount	Description
Late Charge	\$ 50.00 per month	Shall apply to pier assignments not paid within 30 days of due date and shall be charged for consecutive month delinquent thereafter



Epworth Forest Shoreline
Revised 6.17.33

Pier #	Pier Name	EF Address	Comments
1	16 Tim & Darlene Lankenau 7 ft open shoreline	6579 North 1st Trail	Owens 9 ft of shoreline - pier extends 7 ft into fire lane
2	24 Sylvia & Ann Hagedorn 6 FT OPEN SHORELINE	6579 North 1st Trail	Owens 50 ft of shoreline - NEEDS TO ADJUST DOWN
3	24 Betty L. Henry 5 FT OPEN SHORELINE	6565 North 1st Trail	Owens 50 ft of shoreline
3 A	16 Jill Piper 10 FT OPEN SHORELINE	8516 East Wesley Lane	NEEDS TO ADJUST DOWN
4	16 Shane Henderson 6 FT OPEN SHORELINE	6601 North 1st Trail	SHOULD BE ADJUSTED DOWN
4	24 Graham & Lana Goombidge 4 FT OPEN SHORELINE	6555 North 1st trail	Owens 50 ft of shoreline (advised to support 4b assignment) 4B not being let to by Goombidge
5	24 Charles & Linda Detram 4 FT OPEN SHORELINE	6545 North 1st Trail	Owens 43 ft of shoreline (advised to support 4b assignment)
6	24 Stephen Smith 16 FT OPEN SHORELINE - SHORE CURVE	6539 North 2nd Trail	Owens 35 ft of shoreline
7	24 JoAnn Benadum 13 FT OPEN SHORELINE	6523 North 2nd Trail	Owens 40 ft of shoreline
8	24 Stephen Smith 10 FT OPEN SHORELINE - SHORE CURVE & SANDBAR	6539 North 2nd Trail	SHALLOW MAY BE ROOM FOR ANOTHER PIER
9	24 Julie Neff 17 FT OPEN SHORELINE	6501 North 2nd Trail	Owens 100 ft of shoreline (advised to support 9A assignment)
10	24 Nannette Wear 11 FT OPEN SHORELINE	6493 North 2nd Trail	Owens 43 ft of shoreline (advised to support 10A assignment)
11	24 Marc Roth 2 FT OPEN SHORELINE	6483 North 2nd Trail	Owens 57 ft of shoreline
12 A	16 Brian McGonagle 3 FT OPEN SHORELINE	6584 North 2nd Trail	
12 B	16 Scott Holenbaugh 3 FT OPEN SHORELINE	6482 North 2nd Trail	
12 C	16 George & Donna Hinsdale 3 FT OPEN SHORELINE	6658 North 2nd Trail	
12 D	16 George & Donna Hinsdale 3 FT OPEN SHORELINE	6658 North 2nd Trail	
12 E	16 Albert Espinoza 5 FT OPEN SHORELINE	6605 North 2nd Trail	Shares with Amy Lindsey
12 F	16 George & Donna Hinsdale 3 FT OPEN SHORELINE	6658 North 2nd Trail	
12 G	16 Marvin & Susie Ward 5 FT OPEN SHORELINE	6492 North 2nd Trail	
12 H	16 Jason Clark 5 FT OPEN SHORELINE	6594 North 2nd Trail	NOT IN. NEEDS STEPS. (paying / leave as is)
13	24 Randolph Flew 8 FT OPEN SHORELINE	8010 East Wade Lane	Owens 100 ft of shoreline (NEW OWNER)
13 A	16 Connie Dragan 6 FT OPEN SHORELINE	6472 North 2nd Trail	MARKED AS "B" ON PIER. ADVISED TO CHANGE
14	16 Roy & Betty Hanson 5 FT OPEN SHORELINE	8009 East Wade Lane	2ND PIER ON BOATHOUSE CHOSEN. NEEDS STEPS
15	24 Roy & Betty Hanson 10 FT OPEN SHORELINE - SHORE CURVE	8009 East Wade Lane	Owens 40 ft of shoreline
16	16 Robert & Mary Presser 2 FT OPEN SHORELINE	8001 East Wade Lane	PIERS IN 7'S ARE BLOCKING DARRA'S SWOPERS
17	24 Ruth & Max Duell 10 FT OPEN SHORELINE - SHORE CURVE	8021 East Wade Lane	Owens 40 ft of shoreline
18	24 Mibbler Family Partnership 10 FT OPEN SHORELINE - SHORE CURVE	8035 East Wade Lane	Owens 70 ft of shoreline.
20 A	16 Jay Berry 6 FT OPEN SHORELINE	8051 East Wade Lane	Owens off shore lot
20	24 Jay Berry 2 FT OPEN SHORELINE - SHORE CURVE	8051 East Wade Lane	
21	16 Robert & Mary Presser 8 FT OPEN SHORELINE - SHORE CURVE	8001 East Wade Lane	NOT IN. BLOCKED BY PRESSER
22	16 Robert & Mary Presser 5 FT OPEN SHORELINE	8001 East Wade Lane	NOT IN. BLOCKED BY PRESSER



Epworth Forest Shoreline
Revised 6.17.13

5 FT OPEN SHORELINE
~~23 A 16 Edith O'Connell 8106 East Wade Lane~~ WOULD HELP SHIFT PIERS TO THE RIGHT NEXT YEAR
3 FT OPEN SHORELINE
23 24 Curt Daggel 8103 East Wade Lane Owns 50 ft of shoreline NOT IN YET. NEW OWNER
4 FT OPEN SHORELINE

~~23 A 16 Edith O'Connell 8106 East Wade Lane~~ WOULD HELP SHIFT PIERS TO THE RIGHT NEXT YEAR
4 FT OPEN SHORELINE
24 24 Edie Seewald 8113 East Wade Lane Owns 37 ft of shoreline
4 FT OPEN SHORELINE

~~24 A 16 Edie Seewald 8113 East Wade Lane~~ MUST ADVISE 2 FT SHIFT OF RIGHT WAS MARKED SIDEWALK BEHIND PIERS
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 & Suzanne Montovani 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 Alica & 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 A 16 William Kaster 8165 East Wade Lane~~ ADJUST DOWN PIER REMOVE SILL 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 A 16 William Kaster 8165 East Wade Lane~~ EMERSON HERE ILLEGALLY OUTHSHIF PIER TO THE RIGHT
7 FT OPEN SHORELINE
~~32 A 16 Ron & Mary Erb 8186 East Wade Lane~~
5 FT OPEN SHORELINE

Emerson has put in illegally not allowing Hercher their second pier.

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~~ PROVIDES 50 FT OF SHORELINE ADJUST DOWN 1 FT 30" AS SHOWN
10 FT OPEN SHORELINE

34 24 SueHs Johnson 8223 East Wade Lane Owns 50 ft of shoreline
4 FT OPEN SHORELINE
35 A 16 Gerry & 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
~~35 24 Mike Nelson / Mike Rogers 8231 East Wade Lane~~
4 FT OPEN SHORELINE

Rogers not allowing 35B - Physically removed his pier from the water.

~~36 A 16 Steve Daggel 8247 East Wade Lane~~ ONLY USING 8 FT DUE TO 86 1/2" HEIGHT
2 FT OPEN SHORELINE
~~36 A 16 Steve Daggel 8247 East Wade Lane~~ MOVE LIFT FROM THE INSIDE PIERS 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

~~39 B 16 Randy & Mary K. Johnson 8348 East Asbury Lane~~ MOVE LIGHT TO THE RIGHT (IN SOCKETS)
8 FT OPEN SHORELINE
40 24 Karen Noel 8283 East Wade Lane Owns 60 ft of shoreline
11 FT OPEN SHORELINE

~~41 A 16 Marc A. Luby 8281 East Wade Lane~~ MOVE 20 FT LEFT 12 FT FROM PROPERTY LINE
2 FT OPEN SHORELINE
~~41 A 16 Marc A. Luby 8281 East Wade Lane~~ NORMAN AND MOORMAN SWITCH (SPACES)
2 FT OPEN SHORELINE
~~42 A 16 Karen W. Calhoun 8281 East Wade Lane~~ MOVE TO RIGHT CENTERED IN FIRE LANE
2 FT OPEN SHORELINE
~~42 A 16 Karen W. Calhoun 8281 East Wade Lane~~ GUPP NEEDS TO COME OUT FIRST

Fuld - Cupp purchased home (T. Schlangebach) and should be at 72A

43 A 16 Marc A. Luby 8281 East Wade Lane
2 FT OPEN SHORELINE
~~43 A 16 Marc A. Luby 8281 East Wade Lane~~ ADJUST DOWN PIER REMOVE PIER LOCATE PIERS
3 FT OPEN SHORELINE

~~43 A 16 Marc A. Luby 8281 East Wade Lane~~ SET SKI ON RT ADJUST DOWN PIER
4 FT OPEN SHORELINE
~~43 A 16 Marc A. Luby 8281 East Wade Lane~~ SET SKI ON RT ADJUST DOWN PIER
4 FT OPEN SHORELINE

~~43 A 16 Marc A. Luby 8281 East Wade Lane~~ ADJUST DOWN PIER
9 FT OPEN SHORELINE

Epworth Forest Shoreline
Revised 6.17.13

~~45 B 24 Steve Ervin 8343 East Wade Lane Owns 50 ft of shoreline~~ ~~LAWRENCE IS NOT IN PROGRESS IN HERE. ILL. GATHY~~ ~~ROGERS IN WRONG PLACE - SHOULD BE~~
~~9 FT OPEN SHORELINE~~ ~~CE PROGRESS SOUTH AS LAWRENCE IN UNLESS SOLD~~ ~~89A - not being let in~~

- 46 24 Decatur C/O Beverly Dasseit 8337 East Wade Lane Owns 50 ft of shoreline
 3 FT OPEN SHORELINE
~~45 B 24 Steve Ervin 8343 East Wade Lane Owns 50 ft of shoreline~~ ~~ADJUST 2 FT TO ANGLE PERPENDICULAR TO SHORE~~
 8 FT OPEN SHORELINE
 47 24 Steve Ervin 8343 East Wade Lane Owns 50 ft of shoreline
 2 FT OPEN SHORELINE
 47 B 24 Ted & Steve Doler 8355 East Wade Lane Owns 50ft (2 lots)
 48 24 Ted & Steve Doler 8355 East Wade Lane Owns 50ft (2 lots)
 4 FT OPEN SHORELINE
 48 A 16 Brian & Jennifer Yehno 8420 East Wesley Lane
 5 FT OPEN SHORELINE
 48 B 16 Alma Price 8416 East Wade Lane NEW OWNER
 5 FT OPEN SHORELINE
 48 D 16 Gary & Kristy Ulerick 8458 East Wesley Lane
 6 FT OPEN SHORELINE
 48 C 16 Bert & Sharon Anson 8385 East Ashbury Lane
 5 FT OPEN SHORELINE

~~49 A 16 Max & Ruth Buell 8379 East Wesley Lane Owns 50 ft of shoreline~~

- 5 FT OPEN SHORELINE
 50 24 Jo Ann Boyer 8393 East Wade Lane Owns 48 ft of shoreline
 8 FT OPEN SHORELINE
 50 A 16 Max & Ruth Buell 8379 East Wesley Lane
 5 FT OPEN SHORELINE
~~51 A 16 Wendell & Judith Clifton 8432 East Wesley Lane NOT ROOM FOR BOTH. ONE MUST GO. (54 A or 55A)~~
 10 FT OPEN SHORELINE
 52 24 Richard Doff 8411 East Wade Lane Owns 50 ft of shoreline
 7 FT OPEN SHORELINE - SHORE CURVE
 53 24 Kathy & Jeff Miller 8419 East Wade Lane Owns 50 ft of shoreline
 5 FT OPEN SHORELINE
 54 24 Robert Turner 8429 East Wade Lane Owns 50 ft of shoreline
 2 FT OPEN SHORELINE - SHORE CURVE
 54 A 16 Wendell & Judith Clifton 8432 East Wesley Lane NOT ROOM FOR BOTH. ONE MUST GO. (54 A or 55A)
 0 FT OPEN SHORELINE - SHORE CURVE
 55 24 Roy & Linda Chapman 8439 East Wade Lane Owns 50 ft of shoreline
 2 FT OPEN SHORELINE
 56 24 Robert & Molly Sifno 8447 East Wade Lane Owns 50 ft of shoreline
 3 FT OPEN SHORELINE

~~56 A 16 Max & Ruth Buell 8379 East Wesley Lane Owns 50 ft of shoreline~~ ~~NEED TO SHIFT 2 FT RIGHT FOR BOGUE ACCESS~~

- 4 FT OPEN SHORELINE
 57 24 Phil & Debbie Bogue 8457 East Wade Lane Owns 50 ft of shoreline
 2 FT OPEN SHORELINE - SHORE CURVE
~~58 A 16 Lloyd & Shirley Small 8470 East Wesley Drive~~
 5 FT OPEN SHORELINE
 59 A 16 Lloyd & Shirley Small 8470 East Wesley Drive
 5 FT OPEN SHORELINE
 59 24 John & Carolyn Shlan 6545 North 9th Trail Owns 75 ft of shoreline (Purchased this year) NEW OWNER
 10 FT OPEN SHORELINE
 60 A 16 Orla & George Arnold, Jr. 6575 North 9th Trail
 4 FT OPEN SHORELINE
 61 16 Robert Fenstermacher 6527 North 9th Trail Owns 6 ft of shoreline
 7 FT OPEN SHORELINE
 62 24 Kokomo Main Street UMC 8509 East Wade Lane Owns 50 ft of shoreline
 2 FT OPEN SHORELINE
 63 A 16 Rick Ellenberger 8519 East Wesley Lane
 8 FT OPEN SHORELINE
 63 24 Harold & Peggy Smith 8517 East Wade Lane Owns 50 ft of shoreline
 7 FT OPEN SHORELINE
 64 A 16 Marcina Schrader 8540 East Wesley Lane
 COMMUNITY PIER
 64 CP Huntington Trinity 8585 East Wesley Lane Owns 50 ft of shoreline
 64 CP Kokomo Grace 8521 East Wade Lane Owns 50 ft of shoreline

Conference Shoreline

- Begin Eagle Point
 68 A 16 John & Patricia Hayes 8692 East Wesley Lane Temp assignment. On Conference Property. LEAVE AS IS.
 68 24 Sus Caundine 8657 East Wesley Lane Owns 25 ft of shoreline
 2 FT OPEN SHORELINE
 69 24 Lawrence Hood 8665 East Wesley Lane Owns 25 ft of shoreline
 9 FT OPEN SHORELINE
 70 24 Robert & Joanne Baur 8671 East Wesley Lane Owns 50 ft of shoreline / NOT IN
 6 FT OPEN SHORELINE
 70 A 16 Karen Babcock 8219 East Wesley Lane NOT IN
 35 FT OPEN SHORELINE - NOT ACCESSIBLE
 71 24 Jim & Sue Holdread 8679 East Wesley Lane Owns 50 ft of shoreline (advised to support 71A assignment)
 8 FT OPEN SHORELINE
~~72 24 Richard Sanderson 8691 East Wesley Lane Owns 50 ft of shoreline (advised to support 71A & 72A assign)~~
 8 FT OPEN SHORELINE
 72 24 Richard Sanderson 8691 East Wesley Lane Owns 50 ft of shoreline (advised to support 71A & 72A assign) Blocking
 6 FT OPEN SHORELINE
~~73 24 Richard Sanderson 8691 East Wesley Lane Owns 50 ft of shoreline (advised to support 71A & 72A assign)~~ In wrong spot at 42A
 6 FT OPEN SHORELINE

Epworth Forest Shoreline
 Revised 6.17.13

3 FT OPEN SHORELINE NO ACCESS FOR ADDITIONAL PIERS EVEN AFTER ADJUSTMENT			
8 FT OPEN SHORELINE			
75	32 James Bennett	8719 East Wesley Lane	Owms 50 ft of shoreline
12 FT OPEN SHORELINE - NOT ACCESSIBLE			
18 FT OPEN SHORELINE - NOT ACCESSIBLE			
76	24 Jay Nolley	8729 East Wesley Lane	Owms 50 ft of shoreline
22 FT OPEN SHORELINE - NOT ACCESSIBLE			
[REDACTED]			
78 B	16 Jay Nolley	8732 East Wesley Lane	
8 FT OPEN SHORELINE			
79	24 John & Linda Porter	8755 East Wesley Lane	Owms 52 ft of shoreline
4 FT OPEN SHORELINE			
6 FT OPEN SHORELINE			
80	24 Sharon Myers	8765 East Wesley Lane	Owms 52 ft of shoreline
4 FT OPEN SHORELINE			
81	24 Dave Trauter	8773 East Wesley Lane	Owms 52 ft of shoreline
6 FT OPEN SHORELINE			
3 FT OPEN SHORELINE			
4 FT OPEN SHORELINE			
7 FT OPEN SHORELINE			
7 FT OPEN SHORELINE			
83	24 Nanel Shavely	8791 East Wesley Lane	Owms 51 ft of shoreline
8 FT OPEN SHORELINE			
8 FT OPEN SHORELINE			
3 FT OPEN SHORELINE			
84	24 Jim & Deb McRory	8801 East Wesley Lane	Owms 80 ft of shoreline - Says only 1 lot
14 FT OPEN SHORELINE			
8 FT OPEN SHORELINE			
9 FT OPEN SHORELINE			
4 FT OPEN SHORELINE			
87	24 Robert Glass	8836 East Wesley Lane	Owms 40 ft of shoreline
2 FT OPEN SHORELINE			
88	24 Ed Kanney	8841 East Wesley Lane	Owms 40 ft of shoreline
9 FT OPEN SHORELINE			
89	24 Larry Harper	8847 East Wesley Lane	Owms 40 ft of shoreline
2 FT OPEN SHORELINE			
3 FT OPEN SHORELINE			
90	24 Chuck & Peggy Cole	8857 East Wesley Lane	Owms 40 ft of shoreline
3 FT OPEN SHORELINE			
7 FT OPEN SHORELINE			
91 C	16 Karla Garro	8220 East Wesley Lane	Not in but paying
7 FT OPEN SHORELINE			
91 A	16 Keith & Sandra Mienger	8770 East Wesley Lane	NOT IN
4 FT OPEN SHORELINE			
91 B	16 Janet Holloway	8250 East Wesley Lane	
5 FT OPEN SHORELINE			
5 FT OPEN SHORELINE			
6 FT OPEN SHORELINE			
92	24 Jill & Phil Haslak (HMI Trust)	8893 East Wesley Lane	Entire Point - 250 ft
TIP OF EAGLE POINT - NOT EASILY ACCESSIBLE			
14 FT OPEN SHORELINE			
92 A	16 Todd & Krista Vannatta	8900 East Wesley Lane	
9 FT OPEN SHORELINE			
10 FT OPEN SHORELINE			
6 FT OPEN SHORELINE			
16 FT OPEN SHORELINE			

Docking

Docking

Epworth Forest Shoreline
Revised 6.17.13

97	24	John & Mary Ann	8717 East Susanna Lane	Entire Point	10 FT OPEN SHORELINE
98	24	Larry Harper	8717 East Susanna Lane	Entire Point	2 FT OPEN SHORELINE
99	24	John & Mary Ann	8717 East Susanna Lane	Entire Point	2 FT OPEN SHORELINE
100	24	John & Mary Ann	8717 East Susanna Lane	Entire Point	2 FT OPEN SHORELINE
101	24	John & Mary Ann	8717 East Susanna Lane	Entire Point	2 FT OPEN SHORELINE
102	24	John & Mary Ann	8717 East Susanna Lane	Entire Point	6 FT OPEN SHORELINE
103	24	John & Mary Ann	8717 East Susanna Lane	Entire Point	6 FT OPEN SHORELINE
104	24	John & Mary Ann	8717 East Susanna Lane	Entire Point	7 FT OPEN SHORELINE
105	24	John & Mary Ann	8717 East Susanna Lane	Entire Point	3 FT OPEN SHORELINE
106	24	John & Mary Ann	8717 East Susanna Lane	Entire Point	3 FT OPEN SHORELINE
107	24	John & Mary Ann	8717 East Susanna Lane	Entire Point	8 FT OPEN SHORELINE
108	24	John & Mary Ann	8717 East Susanna Lane	Entire Point	8 FT OPEN SHORELINE
XXXX NOT ACCESSIBLE AND TOO SHALLOW					
164 FT FROM TREE TO CURVE					
97 FT FROM CURVE TO PIER					
May not be accessible due to nature of property					
May not be accessible due to nature of property					
94	24	Jane Fribley Trust	8796 East Susanna Lane	Entire Point	APPROX. 180 FT OPEN SHORELINE - NOT ACCESSIBLE - COVERED WITH LILLIES
95	24	Mr. Wesley Duke Sapp	8788 East Susanna Lane	Owms 100 ft of shoreline	16 FT OPEN SHORELINE
96	24	Deb & Randy Brown	8768 East Susanna Lane	Owms 50 ft of shoreline	4 FT OPEN SHORELINE
96 A	16	Deb & Randy Brown	8239 East Wesley Lane		18 FT OPEN SHORELINE - SHORE CURVE
97	24	Steven & Jada Conner	8765 East Susanna Lane	Owms 50 ft of shoreline	2 FT OPEN SHORELINE
97 A	16	Dan & Carolyn DeWitt	6352 North 11th Trail		4 FT OPEN SHORELINE
98	24	Charles & Rhona Livingston	8748 East Susanna Lane	Owms 50 ft of shoreline	2 FT OPEN SHORELINE
99	24	Larry Price	8736 East Susanna Lane	Owms 50 ft of shoreline	2 FT OPEN SHORELINE
99 A	16	Robert W. Haynes	6365 North 11th Trail	NOT IN	16 FT OPEN SHORELINE
93	24	Rick Overman	8730 East Susanna Lane	Owms 50 ft of shoreline	14 FT OPEN SHORELINE
101 A	16	Marta Taylor			7 FT OPEN SHORELINE
101	24	Carole Wilton	8720 East Susanna Lane	Owms 50 ft of shoreline	10 FT OPEN SHORELINE
102	24	Mark & Beverly Whealy	8710 East Susanna Lane	Owms 50 ft of shoreline	5 FT OPEN SHORELINE
103 A	16	Steven & Vickie Yahoc			12 FT OPEN SHORELINE
103	24	David & Joann Speer	8700 East Susanna Lane	Owms 50 ft of shoreline	3 FT OPEN SHORELINE
104	24	John & Janet Osborn	8692 East Susanna Lane	Owms 50 ft of shoreline	7 FT OPEN SHORELINE
105	24	Joetta & Jack Riggins	8680 East Susanna Lane	Owms 90 ft of shoreline	Conference property / Inaccessible

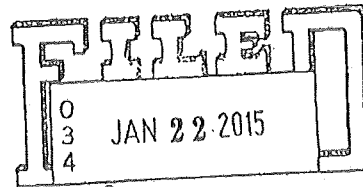
STATE OF INDIANA)
) SS:
COUNTY OF KOSCIUSKO)

IN THE KOSCIUSKO CIRCUIT COURT
WARSAW, INDIANA

DOROTHY V. BARNES,)
)
Plaintiff,)
)
vs.)
)
NORTH INDIANA ANNUAL)
CONFERENCE OF THE UNITED)
METHODIST CHURCH,)
FRED AND JOYCE PHANEUF, and)
NUMEROUS INTERVENING)
DEFENDANTS,)
)
Defendants.)

CAUSE NO. 43C01-9109-CP-00732

Honorable Michael Reed



CLERK KOSCIUSKO CIRCUIT COURT

PETITION TO THE COURT

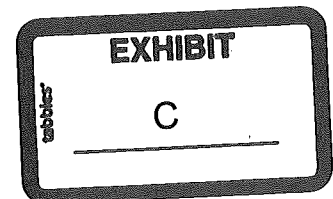
The EFAC Board of Directors have met and have been unable to reach unanimous consent in appointing the 5th Director. The Directors also request clarification on two issues in the orders.

Pursuant to the April 15, 2014 Agreed Order Granting Relief Pursuant to T.R.60 Through Modified Judgment (Judgment) Paragraph 14 (c) (iii) which states:

- iii. 1 director whose initial appointment is to be made by this Court and thereafter will be made by unanimous consent of the 4 elected Directors and if unanimous vote of the Directors cannot be reached then by appointment by the Kosciusko Circuit Court on petition of any lot owner in Epworth Forest.

As the President of the EFAC Board of Directors and as a lot owner in Epworth Forest, I petition the court to appoint the 5th director.

Two candidates were interviewed from August to December. Lt. John Sullivan, retired Indiana Conservation Officer with 35 years experience in DNR was interviewed three times from August to December. (Phone: 574-551-9729). Lindsey Grossnickle, Attorney with Bloom Gates & Whiteleather, with experience as a mediator was interviewed in December. (Phone 260-248-8900). Neither candidate achieved unanimous vote of the Directors.



The initial agreed criteria for the 5th Director were:

- Not a resident of Lake Webster or North Webster
- Residence not on a lake
- Knowledge of DNR regulations
- Individual having no direct relationship with any Director

The Directors also request clarification on two issues in the Judgment.

1) Liability Insurance:

Paragraph 14 (k) in the Judgment and Section 6 (f) in the Bylaws address Liability insurance.

- 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.
- 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.

Question: Does this require or allow the Board to also require a release of liability from the Off-shore owner to:

- protect the EFAC on the use of the Easement and the Community Pier
- protect the On-shore property owners on the use of their property to access the Off-shore pier

2) Pier Assignments:

In the January 21, 2014 Order, in the section "The Court FURTHER FINDS and ORDERS as follows:", Paragraph 7 (c) states:

- c) Requests for pier sites and/or pier slips should be assigned in the order they are received by the Conference. If it is impossible to fulfill all requests, a waiting list shall be maintained. Any requests which are received at the same time, and which cannot all be fulfilled, should be resolved by a lottery.

This appears to conflict with the 4/15/2011 Epworth Forest Pier Administration Policy which was included in the January 21, 2014 Order as Exhibit C. Paragraph 9 of the Administration Policy states:

Pier Transfers: In the event of a change of ownership of a property with assigned pier access, the new owner shall apply to the Committee for a transfer of the pier assignment utilizing the "APPLICATION/CHANGE FOR PIER ASSIGNMENT" form. Pier assignments are not deeded with the property nor are all non-lakefront property owners guaranteed a pier assignment. However, it is the intent to retain the original assignments where possible as long as such assignments are in compliance with current guidelines. As it is the understanding that lakefront property pier transfers shall be considered automatic,

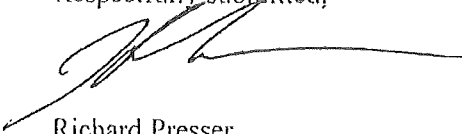
lakefront owners are reminded to submit updated contact information as a lakefront property changes.

Question: Does the pier assignment of the Off-shore property continue with the Off-shore property or does the new owner of the Off-shore property go to the bottom of the pier request list? Is the policy different if the Off-shore property is inherited or transferred to a close family member of the Off-shore owner?

Arguments for the assignment staying with the property are property value of current Off-shore owner, inherited property, and past method.

Arguments for going to the bottom of the list are that all lake shore pier assignments are full therefore someone on the assignment waiting list could never get an assignment, property values of Off-shore with no assignment, and violation of the intent of Paragraph 7 (c).

Respectfully submitted,



Richard Presser
President, EFAC
5710 Coventry Lane
Fort Wayne, IN 46804
Phone 260-402-5077