

EFAC Directors Meeting Notes
Conference Call
Wednesday, April 22, 2015

Attendees: Sharon Anson, Dick Presser, Sue Montovani, Kara Lusby

Discussion:

Billing: Update on membership fees (Due May 1): Sue stated EFAC had received approximately \$4,000.00 thus far. Sue will deposit this money into the account and requested to purchase a deposit stamp to use to stamp checks. All Directors agreed to the purchase of a stamp.

Sue noted that three individuals paid their fee but did not include proof of liability:

- Randy Johnson
- Jeff Kennedy
- Todd Hardy

Pier Transfer Requests: Several individuals have submitted transfer forms upon purchasing offshore properties in Epworth Forest and need responses from the EFAC.

New Community Pier Assignments: The Community/Group pier long piers have been filled and Dick stated he will update the graphic of the community pier assignments (posted on efpier.org). The directors agreed to send a message to offshore owners on the current pier waitlist to inquire whether they would be interested in being assigned to a short pier (for small watercrafts) on the Community/Group pier. If more offshore owners are interested than the pier has short spaces left available, there will be a lottery for the short pier spaces.

Waiting List: Sharon stated she would review the existing waiting list and update. Some names listed are no longer residents and some were duplicates. Additional names are to be added as well based on written requests submitted to the EFAC.

Discussion of “Single Enforcement Administrator” The four Directors agreed that they should identify a Single Enforcement Administrator as court ordered. At this time, no nominations were made.

Dick stated that he wanted to propose and discuss some “compliance points” with the Directors:

- a) Owner of buildable lot in Epworth Forest
 - o **All Directors voted in support of this point. It is in the court-ordered documents:** “Lot owners located in EF with a residence located on them, or that own a lot that is buildable as a residence are eligible to apply for a pier assignment” per *Exhibit C of Findings and Order - Jan 21, 2014 Page 2, #1*
- b) Pier fees paid, off-shore proof of liability insurance

- **All Directors voted in support of this point. It is in the court-ordered documents:** “Require proof of adequate liability insurance, from each Offshore Owner seeking a pier, in an amount determined as reasonable in the sole discretion of the Corporation” *per Articles of Incorporation - June 20, 2014 Page 2, Section 2.03, H* AND “A reasonable fee to cover the costs of pier administration shall be divided among owners with assigned pier locations” *per Exhibit C of Findings and Order - Jan 21, 2014 Page 3, #8*
- c) On-shore within property lines, if sufficient space.
- **Two onshore directors voted in support of this point. Two offshore Directors voted against this wording because it does not use court-ordered verbage regarding the subject.** The court-ordered verbage is: “On-shore owners may establish a pier at their location of choice upon their lands” *per Findings and Order - Jan 21, 2014 Page 3, #2 (4)*
- d) No more than one off-shore pier per on-shore lot. **Two onshore directors voted in support of this point. Two offshore Directors voted against this wording because it does not use court-ordered verbage regarding the subject.** The court-ordered verbage is: “Operate under the presumption that one off-shore pier will exist per onshore lot” *per Articles of Incorporation - June 20, 2014 Page 2, Section 2.03, G* and: “Although not mandated by the court, the regulations should strive to: burden any one onshore owner with only one off shore pier site” *per Findings and Order - Jan 21, 2014 Page 7, #8b* The offshore Directors would like the judge’s clarification on why the words “presumption”, “not mandated”, and “strive” were specifically used regarding this topic.
- e) Off-shore 16 feet. **All Directors voted in support of this point. It is in the court-ordered documents.** “The maximum allowable width for a shoreline pier space assigned to a non-lakefront property owner is 16 feet” *per Exhibit C of Findings and Order - Jan 21, 2014 Page 2, #2*
- f) On-shore 24 feet or maximum of lot size less one off-shore pier. **Two onshore directors voted in support of this point. Two offshore Directors voted against this wording. “Or maximum of lot size less one off-shore pier” would be an amendment to the court order.** The court-ordered verbage is: “The maximum allowable width for a shoreline pier space assigned to a lakefront property owner is 24 feet” *per Exhibit C of Findings and Order - Jan 21, 2014 Page 2, #2* and “Lakefront owners who own at least 24 feet of shoreline frontage shall be allotted a pier assignment up to 24 feet” *per Exhibit C of Findings and Order - Jan 21, 2014 Page 2, #2*
- g) One pier and one boat (watercraft) per off-shore pier. **Two onshore directors voted in support of this point. Two offshore Directors voted against this wording because it is not the court-ordered verbage regarding the subject.** The court-ordered verbage is: “Allow for the placement of only one pier and the

docking of only one boat or other watercraft for each off-shore owner” per *Findings and Order - Jan 21, 2014 Page 6, #6*

- h) 10 foot separation. **Two onshore directors voted in support of this point. Two offshore directors voted against this wording because this was not ordered by the court.** The court-ordered verbage is: “Piers shall be placed a safe and reasonable distance apart from each other with a minimum distance between pier assignments of two (2) feet” per *Exhibit C of Findings and Order - Jan 21, 2014 Page 2, #2*; and: “Although not mandated by the court, the regulations should STRIVE to: allow/provide 5ft clearance on both sides.” per *Findings and Order - Jan 21, 2014, Page 7, #8a*

- i) Pier functional, well maintained with matching sections. **Two onshore directors voted in support of this point. Two offshore directors voted against this point.** This point was not addressed by the court documents and is subjective in nature.

- j) No sub-leasing by off-shore. **Two onshore directors voted in support of this point. Two offshore Directors voted against this point.** This point was not ordered by the court. There were two examples given where this has occurred in the past.

- k) Others?? Kara stated there are many other statements included in the court documents that are “pier compliance points”. Kara will send a list of those to the directors.