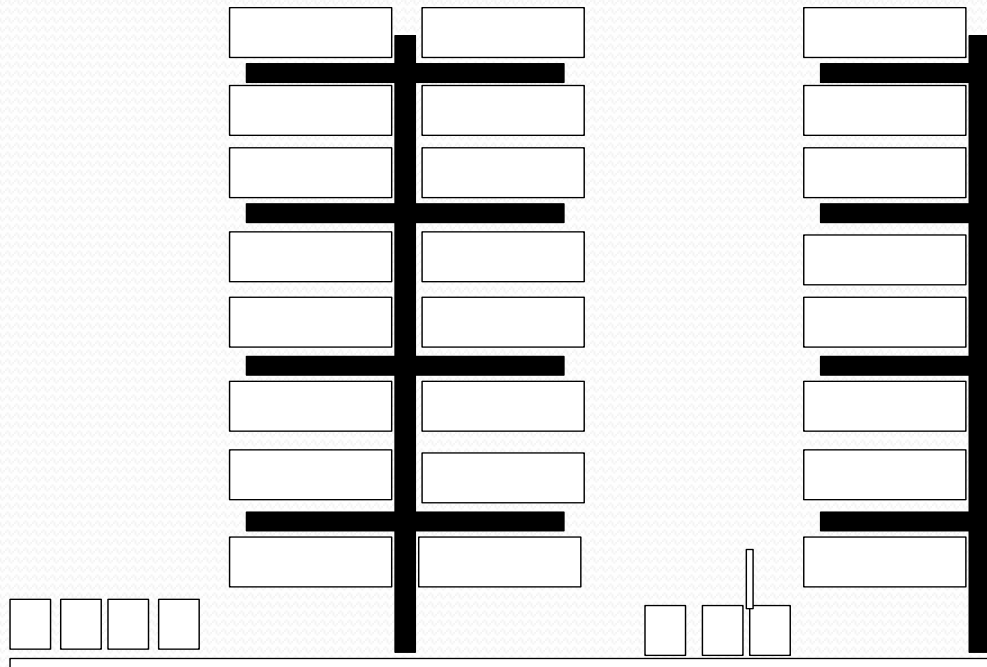


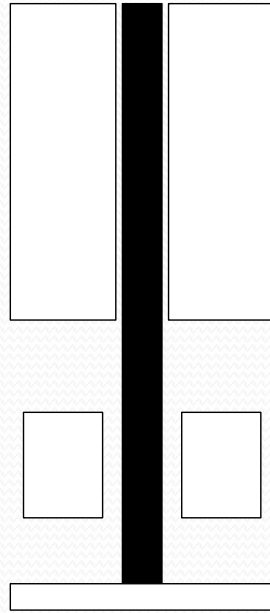
Epworth Forest Pier Facility

1



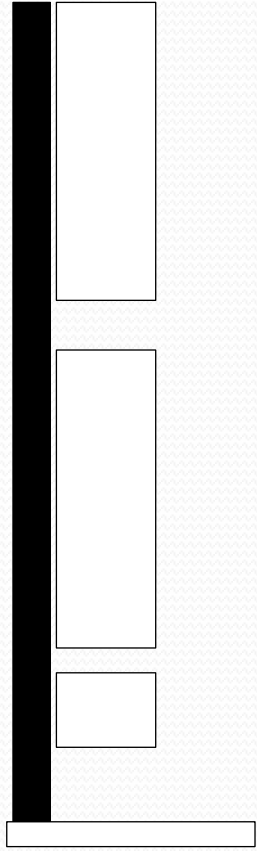
146 Ft Wide Easement - Twenty Four Owners - Possible 24 boats and 7 jet skis
42 - 3x11 Pier Sections

2, 3, 4, 5 Option A



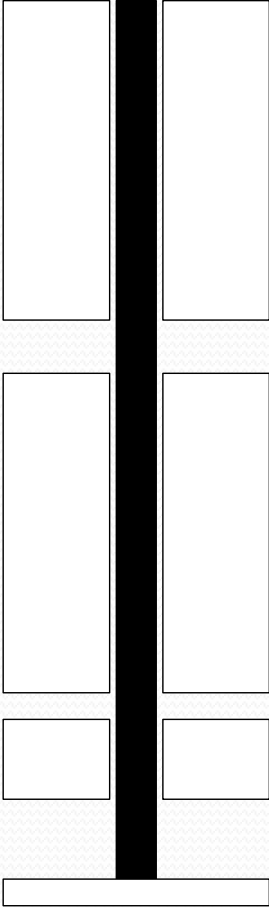
20 Ft Wide Easement - Two Owners - Possible 2 boats and 2 jet skis
4 - 3x11 Pier Sections

2, 3, 4, 5 Option B

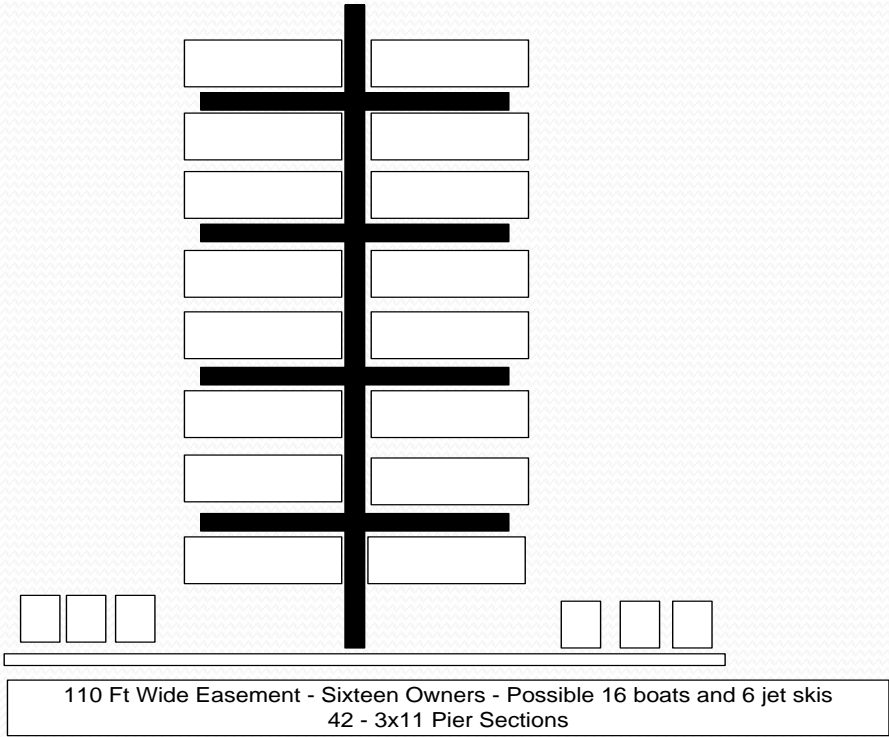


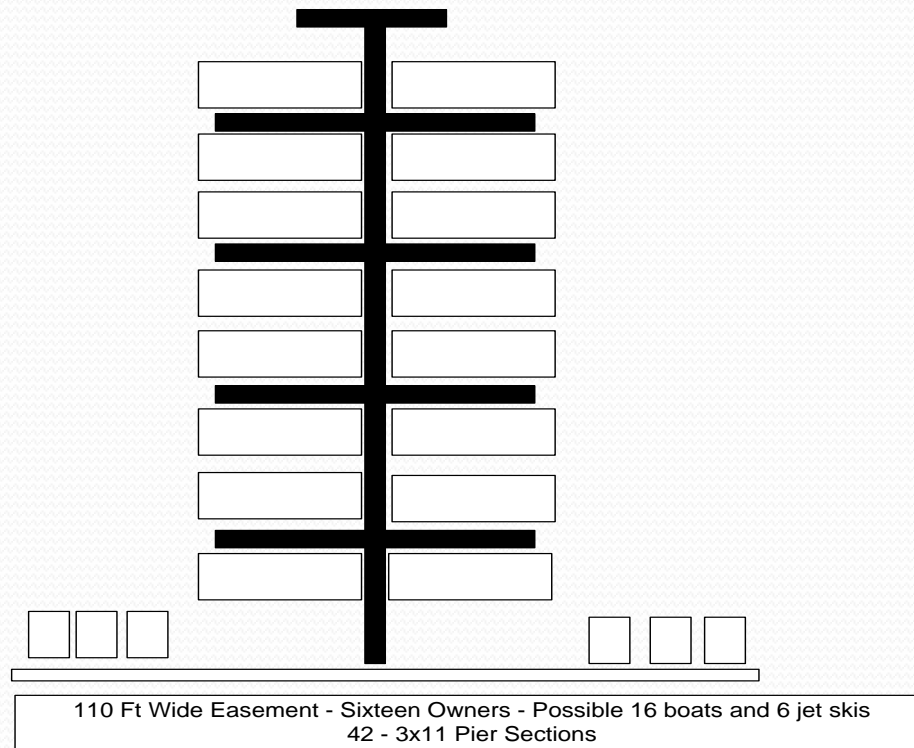
20 Ft Wide Easement - Two Owners - Possible 2 boats and 1 jet ski
6 - 3x11 Pier Sections

2, 3, 4, 5 Option C

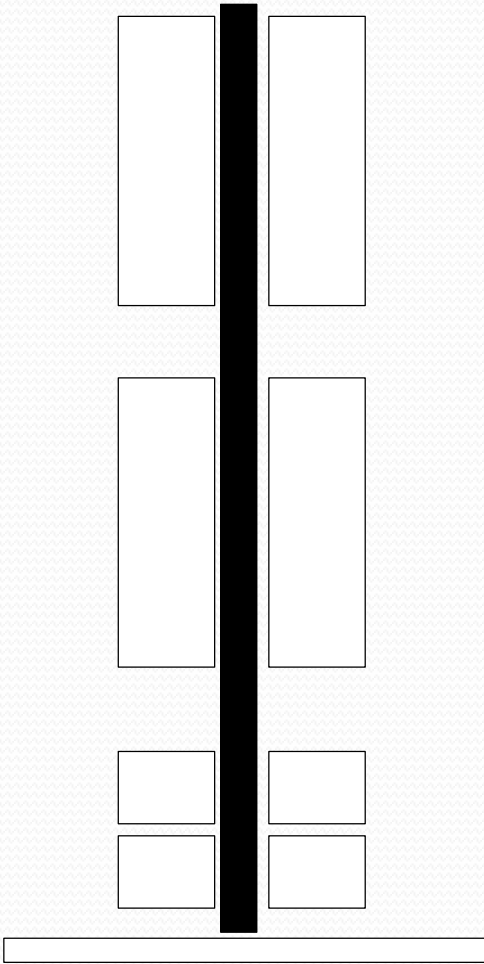


20 Ft Wide Easement - Two Owners - Possible 4 boats and 2 jet skis
6 - 3x11 Pier Sections



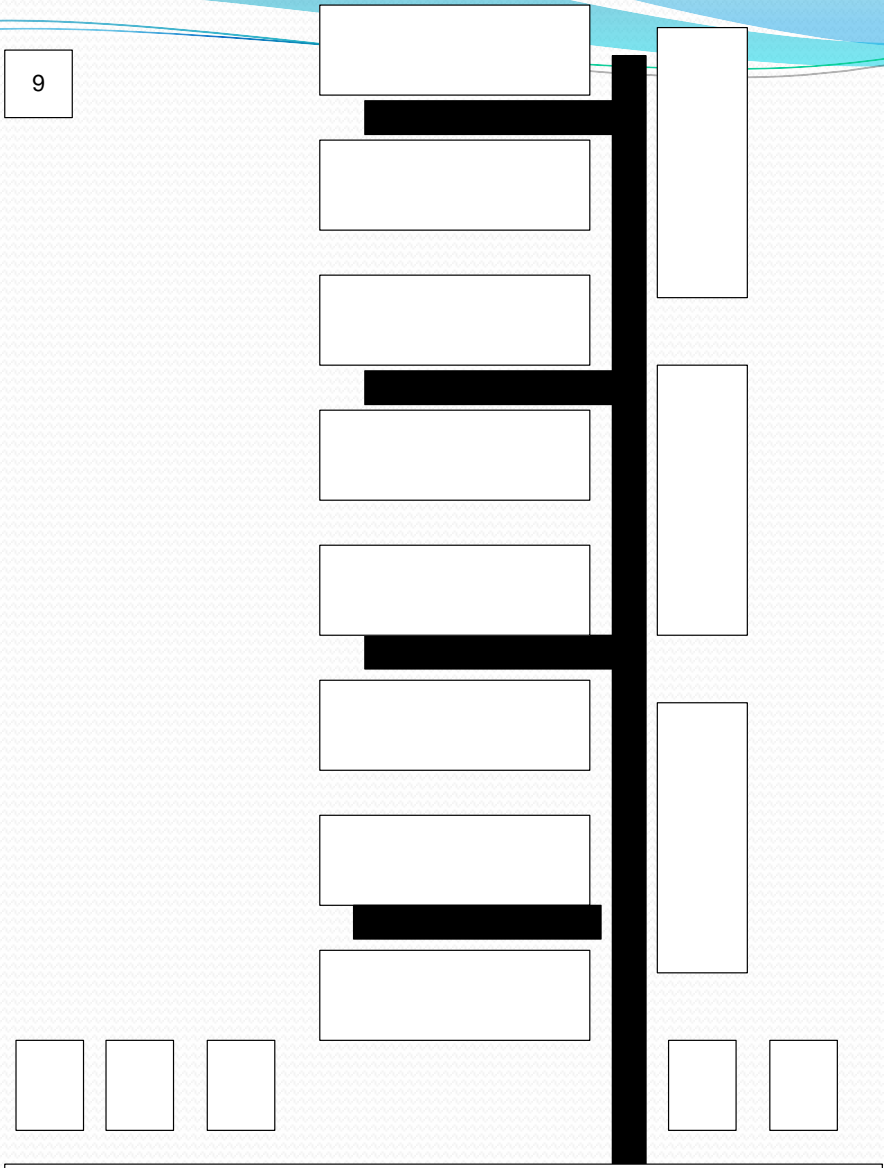


8



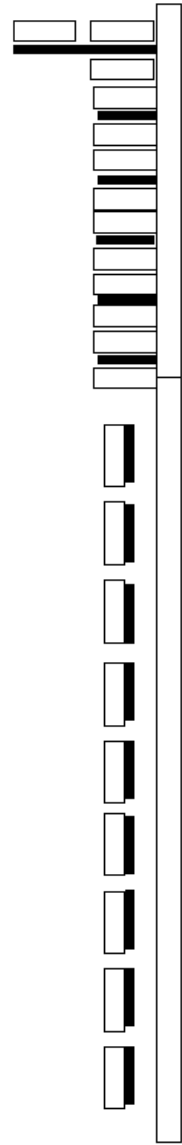
40 Ft Wide Easement - Four Owners - Possible 4 boats and 4 jet skis
7 - 3x11 Pier Sections

9



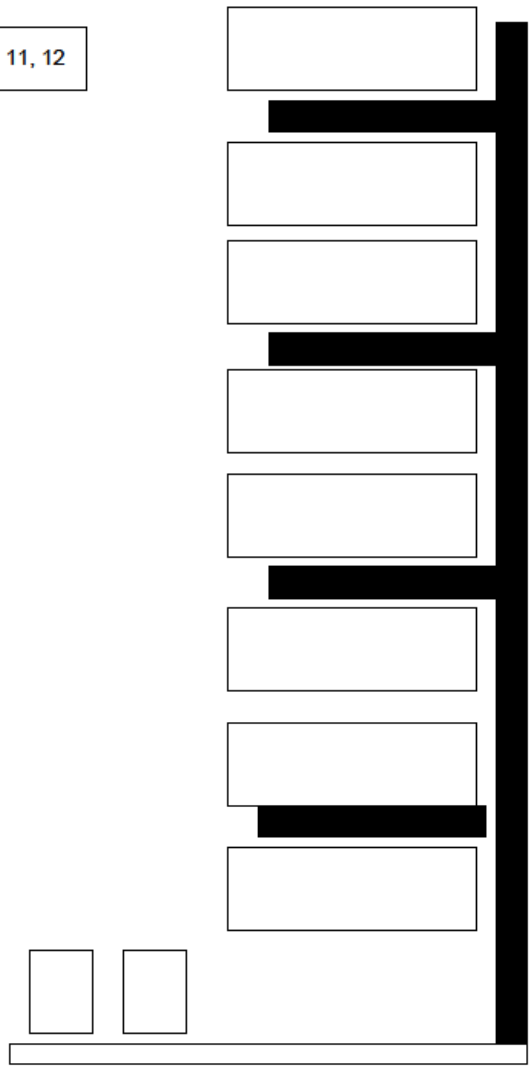
78 Ft Wide Easement - Eleven Owners - Possible 11 boats and 5 jet skis
17 - 3x11 Pier Sections

10



440 Ft Wide Easement - Twenty Owners
Possible 20 boats
32 - 3x11 Pier Sections

11, 12



50 Ft Wide Easement - Eight Owners - Possible 8 boats and 2 jet skis
17 - 3x11 Pier Sections

Location	Location Description	Size	Owners	Boats	Jet Skies	Pier Sections
1	End of 2nd Trail between lots 25 and 1	146	24	24	7	42
2	Between lots 50 and 51	20	2	2	2	4
3	Between lots 42 and 41	20	2	2	2	4
4	Between lots 31 and 26	20	2	2	2	4
5	Between lots 19 and 18	26	2	2	2	4
6	Current Marina in front of lots 15 and 14	110	16	16	6	25
7	Extend Church Dixie Pier	110	16	16	6	25
8	Between lots 45 and 46	40	2	4	2	6
9	Between lots 60 and 62	78	11	11	5	17
10	Behind lots 51 to 60	440	20	20	0	32
	Totals:		97	99	34	163
11	Leased Land - Lot 52 Ronald Horcher	50	8	8	2	17
12	Leased Land - Lot 35 Ted Doyles	50	8	8	2	17
	Totals With Leased Land		113	115	38	197

- EPWORTH FOREST PROPERTY OWNERS ASSOCIATION
 - PIER POLICY & REGULATIONS
 - (Draft)
- **Section 1 Authority**
- These regulations are established under the authority and By-Laws of the Epworth Forest Property Owners Association (EFPOA)
- **Section 2 General**
- The EFPOA pier facilities are the community property of the residents and are intended for the recreational use of members. Boat slips may be assigned, as available, for the berthing of boats owned by members or their tenants only.



- **Section 3 Policies**

- A. Eligibility

- 1. Use of the boat slips and is restricted to paid-up members of the EFPOA and of the Pier Facility, families, and their guests.
- 2. All residents of the Epworth Forest are authorized to use the pier, provided that they abide by all the regulations herein.

● B. Safety & Prohibitions

- 1. The pier shall not be used for commercial activities. Chartering is not permitted.
- 2. No vehicles, bicycles, or skates may be ridden on the pier.
- 3. The conduct and safety of minors and the use of the pier and of boats in the pier area is the responsibility and liability of the parents and host member.
- 4. Fishing is permitted from the pier, consistent with County, State, and Federal laws and Regulations. Those doing so shall not board boats and are required to clean up any resulting mess.
- 5. Swimming and diving are not allowed except from the end of main pier.
- 6. Users of the pier shall not interfere with free passage on and use of the pier by others and must have due regard for boats maneuvering and boating safety, such as not fouling boats, lines, or propellers or leaving fish hooks on lines, boarding of boats, etc. Non-swimming minors must be accompanied by a swimmer.
- 7. Pets are not allowed on the pier unless under leash and control of a member.
- 8. Use of firearms, air rifles, and spears is strictly forbidden.
- 9. All accidents, damage to pier, facilities, utilities, or boats or impending hazards will be immediately reported to the Pier Chair.

- **Section 4 Assessments and Fees**

- **A. Initial Assessment**

- Any member in good standing of the EFPOA may become a member of the “Pier Facility” upon payment of a one-time initiation fee and payment of annual slip fees as set by the EFPOA Board. Said payment shall be required before a slip assignment will be made. If a member who ceased to have a boat at the pier subsequently acquires another boat and pays annual slip fees, the member does not need to pay a second initiation fee. The initiation fees will go into the Pier Replacement Reserve Account.


- **B. Other Annual Fees**

- 1. The Pier Committee recommends fees to the EFPOA Board each year.
- 2. Annual slip fees are per slip.
- 3. Annual fees are due in January and are for the full calendar year. Refunds for partial year usage will be made when a member disposes of their boat or sells their property in Epworth Forest. For new members, assessments will be prorated to the percentage of the year remaining. In cases of prorated refunds, the refund shall be determined on the basis of unused months for the period April 1 through October 31.
- 4. Annual fees will go into the Pier Operation Fund.

- **Section 5 Pier Operations**

- **A. Assignment of Boat Slips**

- Any lot owner in Epworth Forest who is in good standing with the EFPOA may request in writing to the Pier Chair, the assignment of a slip for a personally owned boat or a boat owned by their tenant. Such requests must include the length, beam, and draft of the intended boat, date of desired occupancy, proof of ownership, liability insurance and any other pertinent details along with payment for the pier assignment. Proof of ownership shall be Federal documentation, State registration, or title. A bill of sale will be accepted as interim proof pending receipt of one of the three acceptable final proofs listed above. Prior to being assigned a slip, the member shall provide proof of adequate liability insurance to protect Epworth Forest, EFPOA, other members, and the Pier from damage caused by a member's boat. If a suitable slip is available, it shall be assigned by the Pier Chair; if not, the member's name shall be placed on the waiting list in the order of received written requests. As slips become available, they shall be assigned to members on the waiting list in accordance with the principles outlined below. The Chair will refer contested assignments to the Pier Committee for resolution.

- 
- 1. Each member family or tenant (i.e. rental or lease tenant) in Epworth Forest is eligible to be assigned a boat slip, provided that:
 - a. The family owns a boat, or is in the process of acquiring a boat as covered in Paragraphs 6 and 7 below.
 - b. In the case of a rented house, either the owner or the tenant is eligible. The owner has the choice.
 - c. Only one boat per household. In the case of multiple owners, the owners must decide who is assigned the slip. Multiple slips may be assigned subject to the rules for a second slip.

- 2. Slip assignments shall be made by the Pier Chair. The prime considerations governing slip assignments shall be:
 - a. The suitability of the slip for the boat, including adequate navigation room past the slip for other boats.
 - b. The desirability of minimizing changes in slip assignments.
 - c. The seniority of members concerned, as determined by the date from which the member is recorded as having continuously paid slip fees.
 - d. Transfer requests will be assigned prior to waiting list requests.
 - e. The nearness of the pier to the property of the owner.
 - f. On-shore homeowners with access to Lake Frontage and the ability to place their own pier are eligible for pier assignment only after all owners without lake access that desire slip assignment have received slip assignments.

- 3. Slips shall be assigned to members and not to boats, houses, or lots. Slip assignments are not transferable by members upon sale, lease, or other disposition of their boats or property. If title to an eligible property is transferred within the immediate family, however, use of the assigned slip by the new owner will continue as if no transfer had taken place. “Immediate family” means the son, daughter, parent or spouse of the original owner, or a Trust for the benefit of the original owner and/or his/her son, daughter, parent, or spouse.
- 4. No member shall have a permanent right to a particular slip.
- 5. Once assigned a slip, a member is assured of the continued assignment of a slip, though not necessarily the same slip, so long as the member retains a boat of the same size or smaller, and provided that such boat is maintained both physically and mechanically as would be expected of a boat to be used for recreational purposes on a regular basis. If a member acquires a boat that is too large for their assigned slip, the procedures governing initial assignment of a slip shall apply. If a member acquires a much smaller boat, they may be assigned another slip more compatible with the boat. If a member does not maintain their boat in a reasonable, safe and seaworthy condition, consistent with other member’s boats, as determined by the Pier Committee, the Pier Chair shall inform the member in writing, and the member shall have 30 days to correct the problem.

- 6. An eligible member who does not yet own a boat but is about to acquire one may be assigned a slip, if available, not more than one month before acquiring the boat. If a boat is not acquired within that time, the slip may be reassigned. Further, during the time the slip remains unused, the Pier Chair may temporarily assign it to another member.
- 7. If a member who is assigned a slip sells or disposes of his boat, but intends to acquire a replacement boat, they may retain the slip unused for a maximum of one month from the date of disposition. If a new boat is not acquired within that time, the slip may be reassigned. During the time the slip is unused, the Pier Chair may temporarily assign it to another member. A member who sells or disposes of their boat shall promptly inform the Pier Chair of that fact, and of the date of such sale or disposition. Failure to so inform the Pier Chair shall be sufficient reason for reassignment of the member's slip by the Pier Chair.

- 8. Each member is entitled to no more than one boat slip. However, the Pier Chair may assign an additional slip to members having more than one boat, providing such assignments are subject to change or cancellation whenever the slip is required to fulfill a request of another member. The additional slip shall be subject to the same fees as the initial slip except there will be no initiation fee due on the additional slip.
- 9. Guidelines for Reassignment of Slips
 - a. Slips may be reassigned if a boat is undersized for the slip occupied and the slip is required for a larger and/or deeper draft boat.
 - b. No one will be required to move to another slip unless the new slip is adequate for the boat.
- 10. Slip assignments will be subject to cancellation under the following conditions:
 - a. Member is behind in their dues or fees to EFPOA and/or the Pier Committee.
 - b. Member sells their Epworth Forest property. The new owner must apply for a slip in accordance with the provisions of these regulations. The new owner will go to the bottom of the waiting list.
 - c. The Pier Committee determines the boat is derelict or unsafe.

- 11. If payment for the slip rental is not received by April 1, slips will be reassigned without further notice. The slip owner may reapply for a slip going to the top of the waiting list.
- 12. Initial assignment for pier slips shall place all those requesting slips in the following order:
 - a. Credit will be given for the years the person has been a continuous member of the EFPOA and for the years the person has continuously paid for a pier on Lake Webster. If not currently a member of the EFPOA that number shall be zero. If currently not paying for a pier on Lake Webster, that number shall be zero. The sum of the two numbers will determine placement on the initial waiting list.
 - b. Those having the same placement number, shall be ordered based on the date the application, all required forms, and the first year payment are received.
 - c. Assignment will then be made based on the criteria defined in Paragraph 2 above.
- 13. Appeal of any decision of the Pier Chair or Pier Committee may be made to the EFPOA Board.



- B. Slip Transfer Requests

- 1. If you are currently assigned a slip and wish to move to another slip, send your signed and dated written request to the Pier Chair. Include in your request the reason for the request. If for a larger slip to accommodate a new and larger boat, include new boat dimensions.
- 2. If you have a specific location in mind, please identify that location. Your application will become official on the date it is received by the Pier Chair.
- 3. Slip transfer assignments will occur prior to waiting list assignments.
- 4. There will be no charge for slip transfer requests.

- C. Use of the Pier

- 1. The Pier facilities are for the use of the members and their guests, for their private recreation, but not for commercial ventures. Chartering is not permitted.
- 2. With the approval of the Pier Chair, guests of members may berth their boats in unused slips for short periods, provided that no member is deprived or inconvenienced thereby, and provided that such slips shall be vacated immediately when required. Transients are required to comply with all provisions of the Pier Policy & Regulations. Members may not sub-rent their slips.
- 3. With the approval of the Pier Chair, members may make improvements to their assigned slips at their own expense exclusive of enclosures of a permanent nature, or boat lifts, provided such improvements in no way obstruct the piers or slips. Such improvements shall not establish any permanent claim on the slip for the member; however, and upon vacating the slip, the Pier Chair may require such improvements be removed by the member.
- 4. Members of the Pier Facility have traditionally looked after each other's boats while at the pier. Such action, while not required, is encouraged by the Pier Facility and EFPOA. The action may range from notifying the member or the Pier Chair of an existing or potential problem, to taking on-the-spot action to eliminate or mitigate the problem. When such action is taken, it is considered to be taken at the Pier Committee's and on the Pier Committee's behalf. The member taking such action shall promptly notify the boat's owner.

- 5. Members are responsible for the proper securing of their boats within the assigned slip. Mooring lines of sufficient size and strength, properly tied and protected by chafing gear, shall be used at all times to preclude breakaways and subsequent damage to the pier and other boats.
- 6. Any boat which is abandoned, or sunk in the pier area shall be removed by the boat owner within 14 days, or the Pier Chair may contract to have the boat salvaged, re-floated, and/or removed at the owner's expense and risk.
- 7. In all cases where the Pier Chair is unavailable, the vice-Chair may take similar action, except assignment of regular pier slips.
- D. Maintenance
- 1. The Pier Chair will decide whether any required maintenance will be done by members or by contract.
- 2. Fifty percent (50%) of Pier Operation funds remaining at the end of the year will be transferred into the Pier Replacement Reserve Account.

- Notes:
- Annual Fees should include the cost of:
 - 1. Annual pier installation and removal
 - 2. Liability insurance maintained by the Pier Committee
 - 3. Officers insurance maintained by the EFPOA
 - 4. Piers and pier posts
 - 5. Annual maintenance of piers and pier posts
 - 6. Cost of leased land (if any)
 - 6. Portion going to fund pier replacement
- Initial Assessment
 - 1. Based on cost to initially purchase pier sections and pier posts
 - 2. Credit given to members supplying their piers and pier posts for the initial build of the pier facilities