

HISTORY OF DOCKS AT TATER KNOB

This information sheet is being created to answer questions regarding the docks at Tater Knob and the waiting list for dock space.

Nantahala Power and Light, the company which owns Lake Glenville and its shoreline, has decreed that a community as a whole may have one dock only and that this dock may have a maximum of 10 spaces. This in no way affects the rights of individual lakefront property owners to have their own docks...this pertains only to the community as a whole.

At the annual meeting July 15, 1995, the majority of the property owners voted to approve an agreement allowing 10 individual dock owners to erect docks on the shoreline. It was agreed that the dockowners would each pay an additional \$100 to the Association annually to offset the cost of any electricity, water and wear and tear on the beach from the dockowners' use. The dockowners, with this approval from the Association, entered into an agreement with the Association in August of 1995.

It was further agreed that certain conditions would exist to provide a fair and equitable system of passing along dock space as it became available. Initially those interested in acquiring a dock had 30 days from receipt of the notice creating the waiting list (July 26, 1995) to respond announcing their desire for dock space....all names received during that 30-day period were listed in the order of their seniority on Tater Knob, i.e., how long they had owned property on Tater Knob. After that 30-day period, names were added to the waiting list in the order in which they were received.

The dockowners agreed to the following:

1. If you move away from Tater Knob, your dock will go up for sale to the next one on the list.
2. Your dock will not pass to your heirs but will become available to the next person on the waiting list.
3. Docks may not be rented. Renting of dock slips changes the use from personal to business usage and our liability does not cover this.
4. Docks are personal property and **sold** as they become available.
5. There is a provision for increase in price of docks as capital improvements are made. Current price of a dock is \$3000 however Nantahala has recently told us we must make modifications on the dock so a price increase is likely.
**
6. Docks may not be sold to anyone other than the next person on the waiting list.
7. If a dock becomes available and the next person on the waiting list does not exercise his option to purchase it, his name moves to the bottom of the list and the next person waiting is given the option to purchase.
8. Dock owners pay \$50/year into a repair fund for maintenance of the docks and if additional funds are needed, they are collected as it becomes

- necessary. Dockowners also pay \$100/year to the Association in addition to the annual dues collected from all property owners.
9. Nantahala's new regulations(supposedly going into effect in 1999 but still incomplete as of 6-01)include some new fees related to use of the lake. One newly proposed fee is \$500/year for a "marina" which is Nantahala's term for the 10-slip dock. This will mean another \$50/year which each dockowner must pay. (**Regulations are still being written and this may change before they are completed).
 10. There is a formal written agreement between the Tater Knob Property Owners Association and the Dockowners Association approving the conditions previously stated. There is also a formal written agreement between the Dockowners themselves agreeing to the costs and abiding by the conditions for passing available dock space along to the next person waiting. New dockowners are required to sign this Agreement and abide by the aforementioned conditions.
 11. For liability reasons, it is agreed that non-dockowners and/or renters at Tater Knob are not allowed on the docks **at any time**.
 12. If any of the new residents of Tater Knob wish to be added to the waiting list for dock space, please drop a note to:

Libby Lindsey or Neil Greiser
Tater Knob POA
PO Box 354 Glenville, NC 28736

As requests are received, your name will be added to the list.

Rev: July 2002

*** price now \$3500 per dockowners meeting 06-02*

*At the July 20, 2002 meeting, the Dockowners proposed an amendment to the Agreement between Tater Knob and the Dockowners. This amendment would allow residents of Tater Knob to use the dock for loading and unloading of passengers and supplies. There would be no overnight parking of boats, no running, jumping, swimming or diving off the dock and renters would not be permitted to use the dock at any time. Anyone wishing to use the dock for these purposes would sign a form releasing Tater Knob and the Dockowners from any liability arising from this use of the dock. The amendment was unanimously passed at the meeting.

July 2003: At meeting of dockowners, price of docks was raised to \$3800.00.

The original dockowners/Association agreement was approved at the 1995 Annual Meeting.

Donna Mousa raised the question again (by proxy) during the 1998 meeting and no discussion was forthcoming.

Carol Adams again raised the question of using vacant slips during the 1999 meeting. Once again, there was no discussion and it was decided that the place to bring up these questions was at a dockowners' meeting. Roger Scovil reiterated the history of the docks and gave an updated report.

Excerpts from above-referenced annual meetings

July 1995: "...A discussion was had concerning the docks and regarding the proposed agreement between the association and the 10 dock owners. A motion was made by MaryEarle Scovil that this agreement be approved. It was seconded by Jim Doolittle and approved by all voters except John Kovas."

July 1998: "...At this point, Lynn Doolittle read a note received from Donna Mousa wishing to add to the agenda the subject of 'boat dock available to association members when 10 boats are not docked'. Lynn passed out an information sheet for the new people on the mountain explaining the formation of the docks and gave a brief history noting that it was voted on at the annual meeting in 1995 and the Association voted down acquiring, building or maintaining any type of Association-owned dock at Tater Knob. The Association then agreed to and entered into a written agreement with ten dockowners allowing them to place their docks on the beach so long as they (the dock owners) paid all maintenance, repair and fees connected with the docks, it was further agreed that the owners would each pay an additional \$100 into Tater Knob to cover any electricity, water, etc. which they might use. The dockowners then entered into an Agreement, with the approval of the Association, for a fair and equitable passing of dock space to people on a waiting list as such spaces became available. Jim Faber then noted that there is nothing for the Association to discuss regarding docks since they approved the agreement in 1995. Any questions regarding docks should be taken up with dock owners."

July 1999: "...Carol Adams then opened a discussion of docks at Tater Knob, noticing that a couple of the spaces are vacant at the moment and wanting to know if people on the waiting list could use a space if it is not currently occupied by the owner's boat. Jim Faber reiterated that it is not the realm of the Association to make decisions on docks inasmuch as a previously approved Agreement with the Dockowners has been in place for several years. He suggested that these questions should be raised as a meeting of the Dockowners."

July 2000: "Under 'new business' Roger Scovil gave an updated report on the docks on Tater Knob's beach and their history. He stated that a homeowner had raised questions regarding the docks and thought that a review of this information was in order considering the number of new residents on the mountain. Lynn Doolittle simultaneously passed out three documents (a. history of the docks; b. Agreement between the Association and the Dockowners; c. the current waiting list for a dock) on this subject. Roger noted that the subject of Tater Knob acquiring or building a dock owned by the community had been brought before the membership on three different occasions and defeated. He cited liability, costs to acquire and maintain and insufficient interest among the owners as a whole as the primary objections. He also noted that the question has arisen as to why dock space cannot be rented to another homeowner if someone's dock is temporarily not in use. After researching insurance

considerations, it was determined that this would cause the docks to become a "business usage" and require a different and costly type of insurance and significantly increase liability considerations."

July 2012 Price per dockowner is now \$8000.