

From: Joe Sties <cvrups@aol.com>
Date: Thu, May 5, 2011 at 9:38 PM
Subject: Re: Meeting offer
To: BMILLNER@jbwk.com
Cc: PANDERSON@jbwk.com

Billie: I am disturbed and confused by your personal attack on me regarding beach issues. Either you have not understood my earlier communication to you or you believe I am not being truthful. Please refer to my response to you on 3/19/2011.

Please pay special attention to the first sentence in which I stated " **I have no objection to anyone protecting their property unless it has adverse effects on other owners property or their ownership rights**". This has been my consistent message to you, Mr. Mulhare and the Chesapeake Shores Homeowners Association board.

I believe that all CS property owners deserve to know what, if any, restrictions, covenants or other legal agreements the United States Fish and Wildlife agency may require before they begin construction within the boundaries of Chesapeake Shores. Then, armed with this knowledge, if asked to vote on the issue they will be able to do so without concern. If their vote favors you, so be it. If not, then so be it also. Everyone's rights are important, wouldn't you agree?

Your public accusation that I am " doing all you can to defeat" the breakwater project is both false and most hurtful. Further, that assertion and your more serious accusation that I " oppose the hard work of Bill Powell and Dennis Baker to protect us all" , may be construed by someone as libelous, slanderous and actionable, especially since you apparently intentionally broadcast this condemnation of my character to the entire board and maybe to others as well. A reasonable person might conclude that such statements were specifically intended to do harm to my reputation by tending to bring me into ridicule, hatred, scorn or contempt by others and to demean my character by portraying me as pursuing methods intended to accomplish an action that would cause harm to you and several neighbors including people in the Bavon community. I have done nothing of the sort. What a shame that you have felt compelled to respond in this accusatory fashion. What a shame that someone has made comments that led board members to believe I have been "offensive" in these property ownership matters. Hence the suggestion that "the offending member" should be gotten rid of. Both my wife and I have been extremely hurt by these personal attacks.

Regarding your assertion that I oppose the hard work of Mr. Baker and Mr. Powell, nothing could be further from the truth. As you can determine from several e-mails (one as late as 5/3/2011 to Peyton Carr) and earlier to CSHOA board members, I have cautioned the board regarding my concern for potential negative effects to the Bavon project should the Chesapeake Shores community prohibit Fish and Wildlife from any construction within Chesapeake Shores community boundaries. In that e-mail I stated " Again I need to reiterate my concern for the potentially negative impacts these issues may ultimately have on our Bavon neighbors. If our community ultimately rejects construction of breakwaters within Chesapeake Shores boundaries, what effect will that have on the "Phase 1" project"? Similarly in my e-mail to you on 3/19/2011, I stated " As I have suggested, CSHOA failure to determine this information" (e.g. F&W requirements) " in a timely manner could put the entire Phase 1 project in jeopardy and cause unnecessary depletion of scarce resources to the detriment of Bavon Beach property owners. If we reject F&W requirements at a late date, and that results in a need for engineering changes and reconfiguration of breakwater placement, we will have wasted valuable time and possibly hurt Bavon's chances for timely success in their part of the project. I think we owe our Bavon Beach neighbors better consideration." And to Mr. Carr the same day, " I believe any legal issues need to be resolved now before any further expenditures for engineering studies or placement plans are worked on. How wasteful it would be to prepare studies / drawings including the "plus-4" group only to find that Chesapeake Shores property owners are unwilling to provide whatever concessions / restrictions / easements F&W may require and therefore requiring rework to exclude the "plus-4" group? That could be a significant

problem for the Bavon Group". I could cite other earlier cautions to the board of how our inaction to resolve the legal issues early could impact the hard work of Bavon people, but I think you get my point. In fact, **I have been advocating** to our board for some time **to prevent any possibility of negative consequences to Bavon Beach's efforts** to have the breakwaters they have been working on for years. I commend their efforts to secure breakwaters and I wish them success in obtaining what they are seeking. They went about it in a community minded way. **In other words, no, I do not object to the idea of breakwaters.** And, Billie, I have never condemned you and the best help I can offer anyone is to offer to support their rights.

Also, as you know, I urged the board to resolve this issue quickly to give Mr. Mulhare and Mr. Martin the earliest possible knowledge of the likely outcome of this situation. They only have until 6/1/2011 to install revetments before the moratorium on beach construction takes effect. Their foreknowledge of a potentially negative outcome could allow them to install revetments before the upcoming hurricane season. What a shame should they sustain damage this year that revetments could have prevented or substantially reduced.

Mr. Carr has informed me he plans to invite all Chesapeake Shores owners to a meeting before Memorial day to enable Fish and Wildlife to present their requirements. I commend him for this proposed meeting and look forward to its announcement as quickly as possible. The bylaws specify the amount of advance notice required for a special meeting, but I hope the owners are notified sooner than required.

Finally as I have consistently stated, the only valid issue is whether Chesapeake Shores property owners have the right to know how the proposed actions of a few may affect their beach usage and ownership rights and the right to approve or disapprove those actions. I contend that they do have this right and that it can not be a decision of the board to ignore or waive that right . Joe Sties

-----Original Message-----

From: Millner Billie M. <BMILLNER@jbwk.com>
To: CVRUPS <CVRUPS@aol.com>
Cc: Anderson Phyllis T. <PANDERSON@jbwk.com>
Sent: Thu, May 5, 2011 11:59 am
Subject: FW: Meeting offer

Joey - I thought I sent this earlier but Sonny says I did not include your address I hope you get this one. The real question is whether you object to the breakwater idea. It appears to me you do and that you are doing what you can to defeat and that makes me sad and worried

From: Sonny Fauver [<mailto:sonnyfauver@gmail.com>]
Sent: Tuesday, May 03, 2011 4:52 PM
To: Millner Billie M.
Subject: Re: Meeting offer

Hey Billie,

Your remarks didn't go to Joe Sties as his email address is not included. Hope you are doing well.

Sonny

On Tue, May 3, 2011 at 3:51 PM, Millner Billie M. <BMILLNER@jbwk.com> wrote:

Dear Joey - to say that I am disturbed and disappointed in this turn of events is an understatement. The thing I know is that an investment of \$700,000. is at stake by me alone and every professional I have talked to and from what I have read a system of breakwaters is the best ,safest and environmentally sound method which can be used to help me and my neighbors . Our lots are the most vulnerable and if nothing is done then one day , in the not too far future , the Bay will be at my revetment. I ask for your help , not your condemnation. My goal is to protect the beautiful views and enjoyment we all have and I know which you and Tina love so much , and the thing I do not understand is why you oppose the hard work of Bill Powell and Dennis Baker to protect us all .

From: Peyton Carr [mailto:PeytonCarr@verizon.net]

Sent: Tuesday, May 03, 2011 3:06 PM

To: Millner Billie M.; Dave and Ann Norris; Drew Mulhare; Harold and Carol Rose; Jack and Louise Caldwell; Joe and Julie Dzikiewicz; Sonny and Sue Fauver

Subject: FW: Meeting offer

From: Joe Sties [mailto:cvrups@aol.com]

Sent: Tuesday, May 03, 2011 10:33 AM

To: PeytonCarr@verizon.net

Subject: Re: Meeting offer

Peyton: Thank you for your offer to meet. You flatter me by inviting me to meet with some board members and Mr. Mulhaire. First, this really isn't about me and I certainly don't represent anyone but myself. So I believe you are attributing more importance to my beliefs and opinions than are deserved. Second, as I explained to Mr. Mulhaire in his request to meet with me, the answers and assurances I need can only come from the US Fish and Wildlife Agency. You admitted today that you are not in possession of those answers and are unlikely to have them until a meeting you are inviting them to attend in a few weeks. You offered no new information in our conversation today and have yet to answer questions I have presented to you and the board in recent e-mails. Those questions are directly related to the positions the board has taking recently. I previously respectfully declined Mr. Mulhaire's earlier invitation, as you already know, to meet with him. Your meeting date request coincides with the day he had requested to meet with me and my wife to reassure us our concerns are without foundation.

I have no objections to Mr. Mulhaire's attempt to protect his property, as I have stated on numerous occasions to you, Mr. Milner, Mr. Mulhaire and a variety of other players. As I explained in my response to Mr. Mulhaire (and on which response you and other board members were copied) since Mr. Mulhaire is not a member of the board he can not provide, with any authority, answers to my questions to the board . He either misunderstands my concerns and questions or appears to be ignoring them. Therefore any meeting with Mr. Mulhaire would be counterproductive, at best, and would only distract from the real issues the board needs to address. For example, why has the board abandoned the original prime reason for forming an association (see document - " Why we need a homeowners association" -on our web site, also see your memo dated 2/1/2011) - to take ownership of the beaches and roads?

- What are the overriding considerations regarding the "Plus 4" group that have seemed to cause the board to put the interests of the 4, at a yet to be determined time, over those of the rest of the community?
- At what point, and under what specific circumstances, will the board reconsider pursuing the original objective? What has to happen or not happen for the board to pursue ownership of the beach? When will we know?
- What agreements, verbal or otherwise if any, have been entered into between the board and any of the "Plus 4" group at any time since the original organizing meeting. For example, we were told that Mr. Milner had resigned as our attorney and would pursue no legal actions on our behalf. Now we are told that Mr. Milner will proceed with the action to obtain ownership of the roads, but not of the beach. What other offers have been made by the 4.
- What happens if Mr. Milner changes his mind yet again. Where does that leave the association?
- If the cost of an attorney to represent Chesapeake Shores in pursuit of beach ownership is an issue, what proactive actions has the board taken to date? Have we contacted a non-owner attorney to determine potential costs of such an action? If not, why not? If not, how do we know if it would be unaffordable, as you suggested today? Will you pursue this before the next planned meeting?
- Has the board polled the community to see if they would prefer available funds (dues) to be used to obtain beach ownership and be willing to forgo other expenses temporarily - we could all pitch in on the road grass cutting and speed bump painting - you and I did the painting the last 2 times personally. I'll gladly volunteer again. Many owners may also be willing to pay a special assessment to obtain the necessary legal counsel, but has the board explored that possibility, or will you only do so after you determine if the "Plus 4" group can have their breakwaters,

regardless of the potential effects on the rest of the community? Has Mr. Milner offered to provide his legal counsel, at no cost to the community, for the beach ownership, if he gets his breakwaters? Is obtaining ownership of the beach as critical now as was originally presented? If it is, how can the board justify any further delay? If not, are there still valid reasons for continuing the association? Should we simply disband and avoid the necessity of making difficult decisions - that would certainly be the least costly alternative.

Another reason for declining to meet with your abridged group (why were Caldwell and Rose excluded?) is to allow other property owners an opportunity to ask questions and to make their feelings and opinions of the board's performance to date known. It has never been my intent to dominate this pursuit of answers, rather to act as a catalyst to start a conversation. I have no political motivation in these matters. Fortunately, based on some recent conversations, I am expecting others to join the conversation shortly, some with possibly even stronger views than I have expressed. When that happens I am hopeful my further activist role will quickly become unnecessary. It has been most troubling.

Again I feel the need to reiterate my concern for the potentially negative impacts these issues may ultimately have on our Bavon neighbors. If our community ultimately rejects construction of breakwaters within Chesapeake Shores boundaries, what effect will that have on the "Phase One" project? And what is the potential negative impact on properties just North of the terminating breakwater? Are the Gunn and Reynolds properties possibly subject to more severe erosive effects? Will that be addressed by the "Plus 4" group?

If there is some critical information that Mr. Mulhaire believes I need to have to better understand his position or some other critical point of view he believes I do not appreciate, I invite him to communicate that via e-mail. I promise to give my complete attention to his information and consider it with an open mind. If his point of view is so important, I encourage him to correspond with me at his earliest convenience. It will also provide me with a considerably less intimidating environment than being in the presence of some who were apparently told I had behaved in an offensive manner and that I, the offending member should be gotten rid of. Would you willingly subject yourself to such a hostile environment?

I perceive Mr. Mulhaire's issues with me to be completely separate and distinct from my concerns with the approach the board has taken. I believe that separating them is likely to avoid confusion, wasted time and further misunderstandings. It has been obvious that the board disagrees with most of the concerns I have expressed. That is the board's right.

I believe it is not too late for the board to set things straight, but that we need an open explanation of the board's reversal of priorities if you hope anyone to take further board actions seriously. We also need final, complete, comprehensive and written documentation from Fish and Wildlife before anything can be resolved. Just my opinion. Finally, Peyton, can we just stop playing games and legal strategy and get on with the important work of our community? Respectfully, Joe Sties, Chesapeake Shores property owner.

---Original Message---

From: Peyton Carr <PeytonCarr@verizon.net>

To: Joe and Tina Sties <cvrups@aol.com>

Cc: 'Billie and Anne Millner' <bmillner@jwbk.com>; 'Dave and Ann Norris' <dnorris612@aol.com>; 'Drew Mulhare' <dmulhare@fordscolony.com>; 'Harold and Carol Rose' <hrose@aemsri.com>; 'Jack and Louise Caldwell' <loujackc@hotmail.com>; 'Joe Dzikiewicz' <joe@dzikiewicz.com>; 'Sonny and Sue Fauver' <sonnyfauver@gmail.com>

Sent: Mon, May 2, 2011 10:06 pm

Subject: Meeting offer

Joe,

I am disappointed that you chose not to accept the invitation to meet with Sonny Fauver, Dave Norris, Drew Mulhare and me to discuss the answers to the questions that you have raised. If you change your mind, our offer to meet with you remains open.

Peyton