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COMMON PLEAS COURT  
2007 JUN 7 PM 9 36  
JOAN C. MONNETT  
CLERK OF COURTS  
OTTAWA COUNTY, OHIO

IN THE COURT OF COMMON PLEAS  
CIVIL DIVISION  
OTTAWA COUNTY, OHIO

FILED  
COMMON PLEAS COURT  
2007 AUG 27 PM 1 59  
CLERK OF COURTS  
OTTAWA COUNTY, OHIO

BAYCLIFFS HOMEOWNER'S ASSOCIATION, INC. )

Plaintiff, )

v. )

JOHNSON'S ISLAND PROPERTY OWNERS ASSOCIATION, ET AL. )

Defendants )

and )

Karen Metzker, Terrance Kirkpatrick, )  
Kevin Kirkpatrick, Lisa Assim, William )  
A. Kirkpatrick, Jr., Michele Kirkpatrick, )  
Ellen Nachman aka Ellen Louise )  
Nachman aka Ellen L. Nachman, )  
Sigmund W. Nachman, Janet M. )  
Nachman, Dan Michalske, John E. )  
Lehlbach, Holly F. Lehlbach, Bert K. )  
Tomon and Virginia A. Tomon, )

New Party Defendants

CASE NO: 04-CVH-202

JUDGE KURFESS

JUDGMENT ENTRY

This matter came before the Court on June 5, 2007, for hearing on the settlement documents presented to the Court by counsel, including an Operating Agreement, an Agreement of Understanding between the Baycliffs Homeowners' Association ("BHOA") and Johnson's

VOL 0529 PG 23  
JOURNALIZED

VOL 0522 PG 071  
JOURNALIZED

Island Property Owner's Association ("JIPOA"), a Letter of Understanding between JIPOA, BHOA and the New Party Defendants concerning the joinder of a number of the Plaintiffs ("New Party Defendants") in Case No. 02-CVH-035, *Karen Metzker, et al. v. Johnson's Island Property Owners' Association* ("Metzker") in the instant case.

Before the Court were attorney Kimberly M. Sutter representing BHOA, attorney Gerald P. Ferguson representing JIPOA, and attorney Gary A. Kohli representing the New Party Defendants (Plaintiffs in Case No. 02-CVH-035, *Karen Metzker, et al. v. Johnson's Island Property Owners' Association*). The Court also invited James Redinger representing JIIG, not a party to the case, but a party to the settlement agreement, to participate with counsel. The Court also noted a number of individuals present including numerous members of BHOA and JIPOA and some Johnson's Island property owners not member of either JIPOA or BHOA.

After presentation of the settlement documents and extended discussion with counsel, the Court invited others in the Courtroom to address any issues and make relevant inquiries.

The Court has been advised that the Operating Agreement has been submitted for review and ratification by all property owners on Johnson's Island pursuant to the procedures of JIPOA and BHOA and has been overwhelmingly approved at both the special membership meeting of JIPOA held April 22, 2007 and the general membership meeting of BHOA held May 5, 2007.

The Court has further been advised that Johnson's Island Investment Group, LLC has purchased the real property interests of Baycliffs Corporation pursuant to a foreclosure sale in Case No. 02-CVH-314 (*Baycliffs Homeowners' Assn., et al. v. Baycliffs Corporation, et al.*) and has acquired additional real property interests from Baycliffs Corporation by assignment as such interests may appear in the records of the Ottawa County Recorder or the State of Ohio, including without limitation, any interest of Baycliffs Corporation in the Causeway.

VOL 0529 PG 237  
JOURNALIZED

VOL 0522 PG 072  
JOURNALIZED

The Court has also been advised that the New Party Defendants, by and through their counsel, have ably represented those owners of property on Johnson's Island who may not be members of either BHOA or JIPOA.

The Court, having found that the Operating Agreement for the Governance of Johnson's Island Causeway and Roadways has been duly executed and approved by a valid vote of the membership of the JIPOA and BHOA.

The Court being fully satisfied that <sup>all</sup> ~~full~~ pertinent issues in this case have been addressed orders as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that all Owners of property on Johnson's Island, as that term is defined in the Operating Agreement, shall have granted and acceded to the following access rights:

Together with the nonexclusive right, in common with others, of vehicular access over the following roadways and causeway, as the same may be relocated from time to time:

- (i) the roadway known as Gaydos Drive, under the easements recorded in Volume 225, Page 717 and Volume 277, Page 737 of Ottawa County Deed Records and assigned to Grantor by instrument recorded in Volume 366, Page 824 of Ottawa County Deed Records, subject to the terms and conditions of said easements; and
- (ii) the causeway within the area under that certain Lease of Submerged Lands of Lake Erie Recorded in Volume 23, Page 525 of Ottawa County Lease Records, subject to the terms and conditions of such lease; and
- (iii) the roadways known as Confederate Drive and Memorial Shoreway as created, limited and defined under the Plats and Re-plats of Bay Haven Estates

VOL 0529 PG 23  
JOURNALIZED

VOL 0522 PG 073  
JOURNALIZED

Subdivision (and assigned to Grantor under instrument recorded in Volume 366, Page 824 of Ottawa County Deed Records); and

- (iv) all roadways platted in Baycliffs Subdivision Plat Volume 35, Pages 9 through 9E, of Ottawa County Records; and all roadways platted in Baycliffs Subdivision Plat Volume 36, Pages 5 through 11, of Ottawa County Records; and all roadways platted in Baycliffs Subdivision Plat Volume 39, Pages 7 through 8, of Ottawa County Records; and all roadways platted in Baycliffs Subdivision Plat Volume 41, Pages 33 through 36, of Ottawa County Records.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the attached Operating Agreement for the Governance of Johnson's Island Causeway and Roadways ("Operating Agreement") be hereby incorporated into this Judgment Entry; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Operating Agreement is hereby determined to be dispositive of all issues brought before the Court by the New Party Defendants in both the Metzker Case and the instant case, and is determined to be consistent with the findings of this Court in the Summary Judgment issued May 31, 2006 *nunc pro tunc* concerning the issues of access rights and contribution obligation of all owners of property on Johnson's Island; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Johnson's Island Investment Group, LLC is the successor to the real property interests of Baycliffs Corporation, as described above, and has voluntarily submitted itself and its property to the terms of the Operating Agreement; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Road Commission established by the Operating Agreement shall have the right, power and authority described in

VOL 0529 PG 230  
JOURNALIZED

VOL 0522 PG 074  
JOURNALIZED

the Operating Agreement, to safeguard the access rights and determine the contribution obligation of all owners of property on Johnson's Island; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that JIPOA and BHOA shall have the right, power and authority described in the Operating Agreement to bill and collect all assessments for the Road Commission from the owners of property on Johnson's Island, including without limitation the lien rights described in the Operating Agreement; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Judgment Entry and the Operating Agreement shall be recorded in the office of the Ottawa County Recorder and shall be binding upon all property on Johnson's Island, as further identified in Attachment E to the Operating Agreement; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Metzker Case and the instant case are hereby settled and dismissed with prejudice; however, any unpaid obligations of any of the Plaintiffs in the Metzker case shall remain obligated to remit the unpaid balance, if any, of the specific amounts due JIPOA as set forth on Page 6 of the Consent Judgment Entry; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT if any conflict in interpretation shall arise in the future between such any prior rulings, orders, or agreements in either the Metzker Case or the instant case and this Judgment Entry (including the Operating Agreement), such conflict shall be resolved in accordance with the Judgment Entry and the Operating Agreement; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the Ottawa County Court of Common Pleas shall retain continuing jurisdiction over the BHOA v. JIPOA and the Metzker v. JIPOA cases and all related matters; and

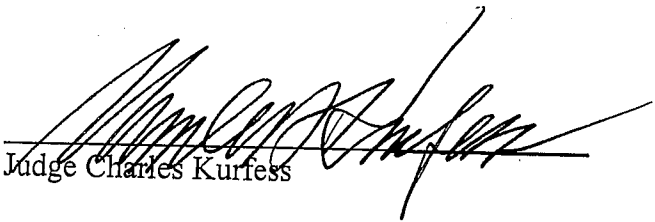
VOL 0529 PG 240  
JOURNALIZED

VOL 0522 PG 075  
JOURNALIZED

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT a transcript of the hearing of June 5, 2007, shall be prepared and made a part of the file; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the remaining costs in this matter after applying all deposits, shall be borne equally by Plaintiff BHOA and Defendant JIPOA.

IT IS SO ORDERED.

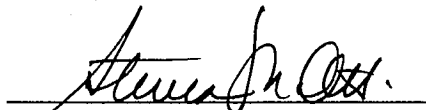
  
Judge Charles Kurfess

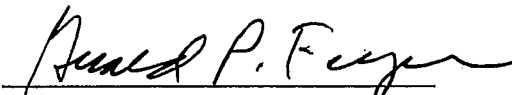
DATE: 6-7-07

VOL 0529 PG 241  
JOURNALIZED

VOL 0522 PG 076  
JOURNALIZED

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VOL 0529 PG 245  
JOURNALIZED

VOL 0522 PG 077  
JOURNALIZED

## OPERATING AGREEMENT

### FOR GOVERNANCE OF JOHNSON'S ISLAND CAUSEWAY AND ROADWAYS

THIS AGREEMENT is entered into as of the 15<sup>th</sup> day of May, 2007, by, between and among Baycliffs Homeowners Association ("BHOA"), Johnson's Island Property Owners Association ("JIPOA"), Johnson's Island Investment Group LLC ("JIIG"), the Non-Member Owners defined in that certain Agreement of Understanding dated February 28, 2007 attached hereto and incorporated herein by reference as Attachment A) (the "Agreement of Understanding") and all additional persons who have affixed their signatures hereto as additional signatories.

WHEREAS, BHOA and JIPOA have entered into the Agreement of Understanding to establish a Road Commission for the administration and oversight of all Island Roads (which term shall include berms, drainage systems and rights of way for all Island Roads, as that term is defined in the Agreement of Understanding), the Causeway (defined by stipulation to mean the roadway from Bayshore Drive to the Confederate Cemetery, including without limitation Gaydos Drive, the Causeway, a portion of Confederate Drive, the berms, drainage systems and rights of way appurtenant to such roadways, and the parking lot of the Confederate Cemetery), and the Tollgate (which term shall include the existing tollgate, coin box, operating equipment and building and any replacement or supplemental structures, technology and/or equipment which may be constructed or installed hereafter to manage access and/or provide security to Johnson's Island across the Causeway) on behalf of all Owners; and

WHEREAS, the Ottawa County Court of Common Pleas has issued a Summary Judgment decision dated as of May 31, 2006 in the *BHOA v. JIPOA* case articulating certain access rights and obligations of contribution, which rights and obligations have been accepted by all signatories to this Operating Agreement, it being their express intent that this Operating Agreement, in addition to all purposes expressed herein, give effect and provide a means to implement all such rights and obligations;

WHEREAS, the Agreement of Understanding contains a number of additional defined and capitalized terms which, unless expressly supplemented or redefined in this Operating Agreement, shall have same meaning as that set forth in the Agreement of Understanding; and

WHEREAS, BHOA and JIPOA seek to have JIIG, the successor in title to Baycliffs Corporation, as well as the Non-Member Owners join with BHOA and JIPOA to establish the Road Commission; and

WHEREAS, BHOA, JIPOA, JIIG, and the Non-Member Owners (collectively the "Constituent Groups" and individually a "Constituent Group") agree that the Road Commission will serve pursuant to this Operating Agreement, which establishes procedures and defines the authority and responsibilities of the Road Commission, as well as the authority and responsibilities of the Constituent Groups and all Owners with respect to the Road Commission; and

WHEREAS, it is the goal and intention of the Constituent Groups that this Operating Agreement be acknowledged, accepted and executed by additional signatories who are Owners, but who

VOL 0529 PG 24 3

VOL 0522 PG 018

JOURNALIZED

JOURNALIZED



may not be members of JIPOA or BHOA, all of whom agree to be represented by and are deemed to be included in the Non-Member Owners in order to ensure that the Agreement of Understanding and this Operating Agreement effectively and enforceably establish uniform procedures for the assessment and collection of every Owner's obligation to contribute to the Governance of the Causeway, Island Roads and the Tollgate; and

NOW, THEREFORE, in accordance with the foregoing, the Constituent Groups hereby agree as follows:

**A. JOHNSON'S ISLAND ROAD COMMISSION.**

(i) **Establishment and Responsibilities.** The Road Commission shall have the authority and responsibility to oversee the planning, budgeting, administration, management, maintenance, repair and improvement ("Governance") of Island Roads, the Causeway, and the Tollgate. The Road Commission shall have full authority to obtain bids, retain professional consultants, engage and oversee contractors, and all other powers, rights and authority necessary and desirable to complete its responsibilities enumerated herein.

As of the date of establishment of the Road Commission, the Road Commission will have no record interest in the Island Roads, Causeway, and/or the property on which the Tollgate is located, (collectively, the "Roadway Properties"), such record interests being vested in the name of one or more Constituent Groups.

The Road Commission shall consult with the BHOA, JIPOA and JIIG to evaluate the insurance coverage maintained by each of them with respect to the Roadway Properties. BHOA, JIPOA and JIIG shall provide the Road Commission with copies of all applicable insurance policies and contact information for their respective insurance agents. The Road Commission shall consult with BHOA, JIPOA and JIIG respecting the coverages, liability limits, loss payable provisions and any additional matters concerning the insurance coverage on the Roadway Properties. All insurance premiums paid by BHOA, JIPOA and JIIG and allocable to coverage of the Roadway Properties shall be reimbursed by the Road Commission upon application made to the Road Commission demonstrating such premium allocation and payment.

Until such time as the Road Commission may be established as an independent entity, all federal, state and local taxes payable with respect to operations conducted by the Road Commission shall be paid by the taxable entity having responsibility for such taxes. The Constituent Group incurring such tax liability shall submit evidence of payment of all such taxes to the Road Commission, and the Road Commission shall thereupon reimburse such Constituent Group for all taxes paid with respect to operations conducted by the Road Commission.

All regulatory applications and filings respecting the Roadway Properties, and all fees required for such applications and filings, shall be prepared, filed and/or paid by the person(s) or entity(ies) having responsibility for such matters before the date of this Operating Agreement. The Constituent Groups agree to cooperate and assist the Road Commission and each other in the preparation of any such applications and/or filings, whether federal, state, or local, which may be deemed by the Road Commission to be necessary or desirable for the effective administration of the Roadway Properties by the Road Commission.

Nothing contained herein shall preclude the establishment of the Road Commission as an independent entity nor preclude or require the transfer of ownership of the Roadway Properties to such entity once it is so established.

(ii) **Formation and Appointments to the Road Commission.** The Road Commission shall consist of seven members, with (a) two (2) members to be appointed by the

BHOA Trustees, to serve initial terms expiring 12/31/08 and 12/31/09, respectively, and (b) three (3) members to be appointed by the JIPOA Trustees, to serve initial terms expiring 12/31/07, 12/31/08, and 12/31/09, respectively, and (c) one (1) member to be appointed by the Non-Member Owners, to serve an initial term expiring 12/31/09, and (d) one (1) member to be appointed by JIIG, to serve an initial term expiring 12/31/09. All successive terms shall be for a period of three (3) years. Road Commission members shall continue to serve as representatives of the appointing Constituent Group until such time as their replacement has been appointed.

The Constituent Groups shall seek out and appoint individuals with suitable skills to the Road Commission. Each Constituent Group shall appoint and announce to the other Constituent Groups their initial Road Commission member(s) by April 30, 2007. The Road Commission shall notify all Owners of such appointments by no later than May 15, 2007.

If a majority of the Road Commission members agree that any member of the Road Commission is consistently missing meetings without good reason, obstructing Road Commission business and/or substantially failing to fulfill such member's Road Commission responsibilities, then the Road Commission shall report such unsatisfactory conduct to the appointing Constituent Group with a request that such appointee be replaced. Upon receipt of such report, the appointing Constituent Group shall review and investigate the allegations of the Road Commission and, if the appointee is found to not be a responsible and reliable representative of such Constituent Group to the Road Commission, then the Constituent Group may appoint a replacement Road Commission member to fulfill the term of the replaced member.

**(iii) Structure of the Road Commission.** Once constituted, the Road Commission will meet within two (2) weeks and elect a Chair, a Secretary and a Treasurer, each of whom will serve for a period of one (1) year. Except as may be otherwise specified in certain instances in this Operating Agreement, all actions, business and decisions to be undertaken by the Road Commission, including the election of officers, will require an affirmative vote of six (6) of the seven (7) members. The Chair, or in the Chair's absence the Secretary, will have the authority and responsibility for running the Road Commission meetings, but no member of the Road Commission will have any greater authority than other Road Commission members, unless such authority is agreed upon and delegated by the Road Commission.

The Road Commission shall establish such standing committees and subcommittees of its members as it deems necessary and appropriate to fulfill its responsibilities under this Operating Agreement. In establishing such committees, the Road Commission may request the Constituent Groups to suggest the names of Owners who may be willing to serve on one or more such committees.

The Road Commission shall adopt and/or promulgate procedural rules and regulations for its operation as are not inconsistent with the terms and provisions of this Operating Agreement.

**(iv) Meetings.** The Road Commission will meet no less often than quarterly, on the second Saturday in February, May, August, and November. The first regular meeting of the Road Commission shall take place on May 12, 2007 at 9 A.M. at the JIPOA Clubhouse. All regular meetings of the Road Commission shall be held at a public location that will accommodate attendance by no fewer than one hundred (100) Owners.

The Road Commission shall publish notice of its quarterly meetings to all Owners no less than (4) weeks in advance of every quarterly meeting after the first meeting, which notice shall include the date, time and location of the meeting. Notices of meetings shall include an

VOL 0529 PG 245

VOL 0522 PG 080

Agenda of matters to be discussed at the meeting. All Owners shall have the right to attend and will be afforded the opportunity to speak at the quarterly meetings of the Road Commission.

The Road Commission may call additional special meetings as needed. The Road Commission shall publish notice of any special meeting to all Owners no less than (1) week in advance of such special meeting, which notice shall include the date, time, location and topic(s) of discussion of the special meeting. All Owners shall have the right to attend special meetings of the Road Commission.

The Road Commission shall call an emergency meeting to address any Emergency, as that term is defined in Section A(ix) of this Operating Agreement. An emergency meeting of the Road Commission may be conducted without strict compliance with the notice and location requirements for other meetings; however, the Constituent Groups shall make every reasonable effort to notify Owners if an emergency meeting of the Road Commission has been called. Owners may attend emergency meetings of the Road Commission.

Committees established by the Road Commission may meet more or less frequently than quarterly. Committees shall not be required to provide advance notice to Owners of meeting dates, times and/or locations.

A quorum of the Road Commission shall be the attendance of at least six (6) of the (7) members of the Road Commission. Road Commission members may make arrangements to attend meetings by telephone, internet or other electronic means, and a Road Commission member making such arrangements shall be deemed to be in attendance at the meeting.

The Constituent Groups agree to cooperate in the publication of dates, times and locations of Road Commission meetings, by including them in their respective newsletters, conducting email broadcasts and/or publishing them on their respective websites as appropriate and available. Additionally, upon request of the Secretary of the Road Commission, BHOA and JIPOA shall provide mailing labels to the Road Commission of all persons appearing on their respective schedules of Billing Accounts.

(v) **Annual Budget Responsibility.** The Road Commission will develop each year, and submit to BHOA and JIPOA for approval, two separate and distinct annual budgets: (a) a budget for the Governance of the Causeway and Tollgate ("Causeway Budget"), including the establishment of an appropriate Causeway reserve fund, as determined by the Road Commission in its sound discretion; and (b) a budget for the Governance of all Island Roads ("Island Road Budget"). The annual budgets shall give consideration to the priorities set forth in Section A(vi) of this Operating Agreement, appropriate reserves, prior year revenue and expenses, professional recommendations and responsible planning for the Governance of the Causeway, all Island Roads and the Tollgate. Upon approval of the Boards of Trustees of BHOA and JIPOA, the Road Commission budgets shall be incorporated into the budgets and billings of each association, and communicated to Owners by notice given in accordance with Section F(i).

The Road Commission will have neither responsibility nor authority to budget for or fund the initial construction of any new road. Additionally, the Road Commission will have neither responsibility nor authority to budget for or fund the tearing up, repair, or replacement of all or any part of any Island Road, for the purpose of installing any public or private utility, including but not limited to water, sewer, electricity, gas, cable, telephone or internet. Notwithstanding the foregoing, the Constituent Groups agree to consult and coordinate with the Road Commission regarding any plan or proposal to conduct such initial road construction or utility installation prior to commencement of any such work.

VOL 0529 PG 24

JOURNALIZED

VOL 0522 PG 081

4

JOURNALIZED

The Road Commission will have neither responsibility nor authority to budget for or fund the repair of any Island Road directly caused by any Owner, or such Owner's agent or contractor, in the construction, transport, installation, improvement, demolition or removal of any structures on Johnson's Island, or for the removal of any material and/or dredging by an Owner. The Road Commission shall prepare recommendations, and BHOA and JIPOA shall implement procedures, requiring Owners to post a bond or other security to pay for any damage caused by any Owner, or any Owner's agent or contractor, to the Island Roads, Causeway or Tollgate. BHOA and JIPOA shall also require each Owner to clean or cause to be cleaned any dirt, debris or other material appearing on any Island Road or the Causeway as a result of the movement of vehicles to or from the property of an Owner across the Island Roads and/or the Causeway.

(vi) **Budgeting Priorities and Plan.** The Road Commission shall be responsible for the creation of a long term plan for scheduled maintenance, needed repairs and long term improvement of the Causeway and Island Roads. The annual Causeway Budget and Island Road Budget shall recognize and be prepared in accordance with the following priorities:

a) First, to the payment of administrative expenses of the Road Commission, including without limitation insurance, taxes, fees for administrative and regulatory applications and filings, accounting, consulting and other professional expenses, supplies, postage, meeting expenses and other costs of conducting the business of the Road Commission;

b) Second, to the maintenance and repair, in good or superior condition, of the Causeway;

c) Third, to the maintenance and repair, in good or superior condition, of Confederate Drive (including Dixie), all roads in the Baycliffs Subdivision, and Memorial Shoreway from the intersection with Woodcliff Drive to the intersection with Forest Glen;

d) Fourth, to implementation of the repair, improvement and/or replacement of the road bed and surface of the remainder of Memorial Shoreway, with the express recognition that the Road Commission is charged with the responsibility to develop a plan and to implement the plan over a period of years to bring Memorial Shoreway up to the standard of other Island Roads; and

e) Fifth, to implementation of the repair, improvement and/or replacement of the Tollgate, with the express recognition that the Road Commission is charged with the responsibility to investigate, develop, recommend and implement a plan for the improved operation of the Tollgate and/or other technology utilized to regulate traffic and provide security for Causeway access to the Island. The Road Commission will have no authority to proceed with the repair, expansion, improvement, and/or replacement of the existing Tollgate area without advance approval of both the BHOA and JIPOA Boards of Trustees and in full compliance with the Summary Judgment issued in the case of *Manifold v. Gaydos, et al.* Ottawa County Common Pleas Court Case No. 04 CVH 108.

(vii) **Budget Procedures and Approvals.** Each year, the Road Commission shall submit to both BHOA and JIPOA the proposed Causeway Budget and Island Road Budget for the following year on or before August 31<sup>st</sup>.

(a) **2007 Budget.** Road Commission expenses for 2007 are anticipated to be \$100 per Owner. For 2007, the Road Commission will present to BHOA Trustees and JIPOA Trustees a proposed Causeway Budget and a proposed Island Road Budget by June 30, 2007, based upon an "Annual Share" per Owner of One Hundred Dollars (\$100.00). The proposed 2007 budgets will be reviewed and approved by both BHOA and JIPOA Trustees by July 15, 2007, after which the 2007 Causeway Budget and Island Road Budget will be finalized and implemented by the Road Commission.

(b) **2008 Budget.** Road Commission expenses for 2008 are anticipated to be between \$125 and \$150 per Owner. For 2008, the total amount of the Causeway Budget and the Island Road Budget shall be based upon an Annual Share per Owner of not less than One Hundred Twenty-five Dollars (\$125) nor more than One Hundred and Fifty Dollars (\$150.00). As long as the 2008 budgets are set so that both the revenue and expense allocations fall within the range specified in this paragraph, and the expense allocations reasonably reflect the priorities set forth in Section A(vi) of this Operating Agreement, then neither BHOA nor JIPOA may withhold approval of the Road Commission's 2008 Causeway and/or Island Road Budget recommendations and both BHOA and JIPOA shall be obligated to pay their Annual Shares to the Road Commission as provided in Section A(viii)(b) and Section A(viii)(c), respectively.

(c) **2009 Budget.** Road Commission expenses for 2009 are anticipated to be between \$150 and \$225 per Owner. For 2009, the total amount of the Causeway Budget and the Island Road Budget shall be based upon an Annual Share per Owner of not less than One Hundred Fifty Dollars (\$150) nor more than Two Hundred and Twenty-Five Dollars (\$225.00). As long as the 2009 budgets are set so that both the revenue and expense allocations fall within the range specified in this paragraph, and the expense allocations reasonably reflect the priorities set forth in Section A(vi) of this Operating Agreement, then neither BHOA nor JIPOA may withhold approval of the Road Commission's 2009 Causeway and/or Island Road Budget recommendations and both BHOA and JIPOA shall be obligated to pay their Annual Shares to the Road Commission as provided in Section A(viii)(b) and Section A(viii)(c), respectively.

(d) **Trustee Approval of Changes to Budgets.** For 2010 and on an annual basis thereafter, or more frequently if required, the Road Commission will review the Causeway Budget and Island Road Budget and recommend changes for the next year to the BHOA and JIPOA Boards of Trustees for approval on or before August 31 of the preceding year.

(e) **Procedure if Budget not Submitted or Approved.** For any year in which the Road Commission does not submit a Causeway Budget and/or Island Road Budget, or if a submitted Causeway Budget and/or Island Road Budget is rejected by the Board of Trustees of either BHOA or JIPOA, then the Annual Share for such year shall be the same as the Annual Share for the last preceding

VOL 052  
JOURNALIZED

JOURNALIZED

approved budget, and both BHOA and JIPOA shall be obligated to pay their Annual Shares to the Road Commission as provided in Section A(viii)(b) and Section A(viii)(c), respectively. In any such case, the Road Commission shall have the authority to disburse only such funds as are necessary for the implementation of the priorities set forth in Section A(vi)(a) thru (c) during such year, but shall withhold additional disbursements until both Boards of Trustees have approved both the Island Road Budget and the Causeway Budget, or the impasse has been resolved in accordance with the Dispute Resolution procedures set forth in Section D, below.

(f) **Financial Statements and Reports.** On or before January 31<sup>st</sup> of each year, the Road Commission shall deliver to a certified public accountant of its choice ("the "CPA"), and to the Boards of Trustees of BHOA and JIPOA, its financial statements for the preceding calendar year, including balance sheets and income and expense statements for the Island Road Budget and Causeway Budget, and bank statements, income statements and checking account records pertaining to all funds being administered by the Road Commission. On or before April 15<sup>th</sup> of each year, the Road Commission shall obtain from the CPA, and shall deliver to all Owners compilation-quality financial statements for the preceding calendar year. Upon the written request of any two (2) Constituent Groups in any given year, the CPA shall conduct a review or audit of such financial statements, whichever is requested, at the expense of the Road Commission.

The Road Commission shall obtain the taxpayer ID number or social security number of all contractors and/or suppliers receiving payment from the Road Commission, and shall comply with all governmental requirements for the reporting of taxable income to such vendors, including without limitation the issuance of Form 1099 as required.

(viii) **Road Commission Funding.** Road Commission annual funding for the Governance of Island Roads, the Causeway and the Tollgate shall have two sources: (1) assessments advanced by JIPOA and BHOA representing the total of Annual Shares of Owners for which each association is responsible and (2) revenue generated from the operation of the Tollgate. Except in the case of an Emergency Assessment, as defined in Section A(ix) of this Operating Agreement, the payment of the Annual Share by an Owner satisfies the Owner's annual obligation to contribute to the Governance of Island Roads, the Causeway and the Tollgate.

(a) **Calculation of Annual Share.** The Road Commission shall determine the Annual Share required from each Owner to fund the Causeway Budget and the Island Road Budget, based upon the *total* of (i) the amount of the approved Causeway Budget (net of anticipated tollgate revenue) *plus* (ii) the amount of the approved Island Roads Budget for the year *divided by* (iii) the aggregate number of Owners shown on the BHOA Billing Accounts (Attachment B) and the JIPOA Billing Accounts (Attachment C). Notwithstanding any provision to the contrary set forth in the Agreement of Understanding, an Owner whose name appears on both the BHOA Billing Accounts and JIPOA Billing Accounts ("Dual Owner") shall only be required to pay one (1) Annual Share and one share of any Emergency Assessment and shall only be considered as one Owner for purposes of the above calculation. The Treasurers of BHOA and JIPOA shall identify all such Dual Owners and communicate with each other no less often than annually on or before October 15 and in any case prior to the sending of invoices for annual assessments, to review

VOL 052 916 276  
7  
JOURNALIZED

VOL 052 276 004  
JOURNALIZED

and revise the BHOA Billing Accounts and the JIPOA Billing Accounts and to allocate billing responsibility between them for each Dual Owner.

**(b) BHOA Responsibility for Annual Share Billing and Collection.**

Except for Dual Owners assigned to the list of JIPOA Billing Accounts, BHOA shall have responsibility for the billing and collection of the Annual Share owed by each Owner of property within Baycliffs Subdivision, the Owners of the unplatted parcels shown as Parcels D, E, and H on the tax map for Johnson's Island in the office of the Ottawa County Engineer (also known as the "Solomon" and "Bancsi" parcels), and the Friends and Descendants of Johnson's Island, an Ohio not-for-profit corporation (the "Friends").

A complete record of the names and lot numbers of each Owner for whom BHOA has billing and collection responsibility of the Owner's Annual Share for 2007 is attached to this Agreement as Attachment "B" (the "BHOA Billing Accounts"). BHOA's annual contribution to the Road Commission shall be based on the number of separate Owners appearing on the schedule of BHOA Billing Accounts for the year in question. Each Owner shown on the schedule of BHOA Billing Accounts shall pay one Annual Share, regardless of the number of parcels owned by such Owner in the schedule of BHOA Billing Accounts.

Notwithstanding provisions of the Agreement of Understanding to the contrary, the Constituent Groups hereby agree that the Annual Share payable by the Friends shall be the same as the Annual Share payable by every other Owner pursuant to this Operating Agreement. In consideration of the agreement of the Constituent Groups to so amend the Agreement of Understanding, BHOA, JIPOA and Friends hereby agree to execute and record the First Amended and Restated Agreement, in substantially the form attached hereto and incorporated herein by reference as Attachment "D" (the "Amended Friends Variance").

**(c) JIPOA Responsibility for Annual Share Billing and Collection.**

Except for Dual Owners assigned to the list of BHOA Billing Accounts, JIPOA shall have responsibility for the billing and collection of the Annual Share owed by each Owner of property within Bay Haven Estates and Shiloh Subdivisions, and the Owners of all other unplatted parcels showing on the tax map for Johnson's Island in the office of the Ottawa County Engineer (excluding Solomon and Bancsi). A complete record of the names and lot numbers for whom JIPOA has billing responsibility is attached to this Agreement as Attachment "C" (the "JIPOA Billing Accounts"). JIPOA's annual contribution to the Road Commission shall be based on the number of Owners appearing on the schedule of JIPOA Billing Accounts for the year in question. Each Owner shown on the schedule of JIPOA Billing Accounts shall pay one Annual Share, regardless of the number of parcels owned by such Owner in the schedule of JIPOA Billing Accounts.

**(d) JIG Responsibility.**

JIG shall provide in any plats, deeds or other recording and/or transfer documentation governing any of its property a restriction binding any successor or assignee of JIG and every future Owner(s) of any or all such property to the terms of this Operating Agreement, requiring payment of such Owner's Annual Share as determined by the Road Commission, and empowering BHOA or JIPOA, as appropriate, to enforce by lien and/or judicial proceeding the payment and collection of such Owner's Annual Share. JIG shall

VOL 0529 PG 250

JOURNALIZED

VOL 0522 PG 005

JOURNALIZED

report any and all such new Owner(s) to the Road Commission, JIPOA and BHOA, with copies of the required transfer documentation. Thereafter, such Owner(s) shall be added to the schedule of BHOA or JIPOA Billing Accounts, as appropriate.

(e) **Payment of Annual Shares to Road Commission.** For 2007, BHOA and JIPOA shall pay in full their respective Annual Shares to the Road Commission by deposit to the Road Commission Operating Account on or before May 31, 2007.

For 2008 and beyond, the Road Commission is responsible for determining the total amount of the Annual Share owed by Owners on the BHOA and JIPOA Billing Accounts and will notify BHOA and JIPOA, respectively, on or before January 31<sup>st</sup>, of the amount due from each of them for such year. Notwithstanding provisions to the contrary in the Agreement of Understanding, BHOA and JIPOA shall each forward 50% of the amount due on or before March 31<sup>st</sup> of such year. The Road Commission shall timely bill and BHOA and JIPOA shall pay the second installment, in the amount of 25% of their respective Annual Shares, on or before May 31<sup>st</sup> of such year. The Road Commission shall timely bill and BHOA and JIPOA shall pay the third installment, in the amount of 25% of their respective Annual Shares, on or before July 31<sup>st</sup> of such year. Payment shall be made by BHOA and JIPOA irrespective of whether they have received payment of the Annual Share from each Owner on their respective Billing Accounts.

(f) The Road Commission shall not have the authority or responsibility for billing and collection of the Annual Shares and Emergency Assessments, ("Assessments") owed by Owners to BHOA and/or JIPOA. BHOA and JIPOA (collectively the "Billing Entities" and individually the "Billing Entity") shall bill and collect all Assessments from Owners in accordance with their respective billing policies and the following procedures:

1) **Assessment.** Notices, documents and all correspondence relating to assessments shall be mailed to the address which appears on the books of the Billing Entity. It is each Owner's responsibility to inform its respective Billing Entity in writing of any address change.

2) **Delinquency.** An Owner's account is delinquent if the payment is not received by the Billing Entity within fifteen (15) days after the due date.

3) **Interest, Fees and Costs.** If all or any portion of any Assessment is not paid within fifteen (15) days after the same has become due, the entire unpaid balance shall immediately become due and payable, and the Billing Entity, at its option, may charge additional amounts (collectively, "Interest, Fees and Costs") for: (i) reasonable, uniform administrative late fees as determined by the Billing Entity from time to time; (ii) enforcement charges and collection costs (including, without limitation, lien preparation, filing fees, attorneys and paralegal fees) the Billing Entity incurs in connection with the collection of the delinquency; (iii) interest on the entire unpaid balance of the Assessment and costs incurred by the Billing Entity in connection with such collection, at the rate of 8% per annum or such other rate as the Billing Entity may from time to time determine; and (iv) any other charges authorized by the Billing Entity.



4) **Late Notices.** If full payment of an Assessment is not received by the Billing Entity within fifteen (15) days after the due date, the Billing Entity will send a late notice to the Owner by first class mail requesting immediate payment, advising the Owner of the late fee and advising the Owner that interest has begun to accrue on the unpaid balance at the rate of eight percent (8%) per annum. The late notice shall also inform the Owner that, if payment is not received within sixty (60) days of the due date for payment of the Assessment (the "Collection Date"), then collection of the Assessment, as well as Interest, Fees and Costs, may be forwarded to the Billing Entity's attorney for collection.

5) **Certificate of Lien.** Assessments, together with all Interest, Fees and Costs, shall be a charge and a continuing lien in favor of the Billing Entity upon all Johnson's Island property titled in the Owner's name and/or in which the Owner is a resident tenant ("Lienable Property"), from and after the Collection Date. The Billing Entity may record a Certificate of Lien against the Lienable Property in the office of the Ottawa County Recorder for the unpaid balance of Assessments, together with Interest, Fees and Costs. The Certificate of Lien and any supplemental and/or renewal Certificates shall describe the Lienable Property, the name or names of the record owner or owners thereof, and the amount of the unpaid balance of Assessments, together with Interest, Fees and Costs, and shall be signed by the president, treasurer or other authorized officer of the Billing Entity.

6) **Expiration of Lien.** The lien provided for herein shall remain valid for a period of five (5) years from the date a Certificate of Lien or renewal and/or supplemental Certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

7) **Suit for Payment.** In addition or alternatively to the filing of a Certificate of Lien, in the sole discretion of the Billing Entity, the Billing Entity may bring suit against the delinquent Owner for the unpaid Assessments, Interest, Fees and Costs, and pursue any other remedies provided by law for the collection of debt. Suits for payment shall be initiated in any court of competent jurisdiction in Ottawa County, and all signatories hereto stipulate the jurisdiction of all such courts as to their persons and the subject matter of any such suit.

8) **Application of Payments.** Payments on Assessments made by an Owner shall be applied: i) first, for the payment of interest accrued on the delinquent installments or portions of the unpaid Annual Share and on costs incurred by the Billing Entity in connection with such collection, at the rate of 8% per annum or at such other rate as the Billing Entity may from time to time have otherwise determined; ii) second, for the payment of administrative late fees charged with respect to the delinquency; iii) third, to reimburse the Billing Entity for enforcement charges and collection costs (including, without limitation, attorneys, paralegal and filing fees) incurred by the Billing Entity in connection with the delinquency; iv) fourth, to the payment of unpaid principal balance of the delinquent Assessment.

9) **Personal Obligation of Owners.** Payment of the Annual Share, together with Interest, Fees and Costs, shall also be the joint and several personal obligation of the Owner(s) as of the due date for payment of the Annual Share. The obligation for delinquent Assessments, Interest, Fees and Costs shall not be the personal obligation of any successor(s) in title to the Liable Property unless expressly assumed by such successor(s); provided, however, that the right of the Billing Entity to record or foreclose a Certificate of Lien against the Liable Property for these delinquent Assessments, Interest, Fees and Costs shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

10) **No Waiver.** No Owner may waive or otherwise escape liability for any Assessments by abandonment or vacation of the Liable Property.

(g) **Tollgate Revenue.** The Road Commission is charged with responsibility for establishing the amount of the toll at the Tollgate; provided, however, that before the amount of the present toll (\$2) may be changed, approval must be obtained from the Boards of Trustees of both BHOA and JIPOA.

(ix) **Funding for Catastrophic Event.** In the event of an unforeseen event, act of God, catastrophic failure or other emergency requiring immediate action for the repair or replacement of all or any portion of the Causeway or any Island Road(s) ("Emergency"), the Road Commission shall promptly evaluate the damage and determine the availability of Road Commission resources to address the Emergency. The Road Commission shall notify JIPOA and BHOA of the amount of any shortfall in available funds required to address the Emergency, which amount shall be divided into equal shares per Owner in the same manner that the Annual Share is calculated ("Emergency Assessment"). JIPOA and BHOA shall take all steps required to advance their proportionate shares of such funds to the Road Commission (including without limitation borrowing such funds, if needed, from a lending institution), and shall take all steps necessary to assess and collect the Emergency Assessment from the Owners as set forth on the BHOA and JIPOA Billing Accounts and in accordance with the procedures set forth in this Operating Agreement.

(x) **Insurance and Indemnity.** The Road Commission shall consult with the Constituent Groups to evaluate the Directors & Officers, aka Errors & Omissions insurance coverage ("D & O Insurance") maintained by each of them with respect to the participation of their appointees and committee members discharging duties on behalf of the Road Commission ("RC Volunteers"). The Constituent Groups shall provide the Road Commission with copies of all applicable insurance policies and contact information for their respective insurance agents. The Road Commission shall consult with the Constituent Groups respecting the coverages, liability limits, loss payable provisions and any additional matters concerning their respective D & O Insurance policies. All insurance premiums paid by the Constituent Groups allocable to coverage of RC Volunteers shall be reimbursed by the Road Commission upon application made to the Road Commission demonstrating such premium allocation and payment.

Each Constituent Group shall indemnify each of its current or former RC Volunteers and such RC Volunteer's heirs, executors and administrators against reasonable expenses, including judgments, decrees, fines, penalties or reasonable amounts paid for attorneys' fees or in settlement, actually and necessarily incurred by such RC Volunteer in connection with the defense of any pending or threatened action, suit or proceeding, criminal or

civil, to which such RC Volunteer is or may be made a party by reason of being or having been a RC Volunteer; provided that 1) the RC Volunteer is not adjudicated to have been grossly negligent, or guilty of reckless or intentional misconduct in the performance of such RC Volunteer's duties to the Road Commission and 2) the RC Volunteer acted in good faith in what was reasonably believed to be in or not opposed to the best interest of the Road Commission. The Constituent Groups and each of them shall be entitled to apply to the Road Commission for reimbursement of that portion of the cost of any such insurance allocable to the providing of this indemnity, upon submission of documentation to the Road Commission evidencing the insurance premium allocable to the providing of such insurance.

**B. ACCESS TO JOHNSON'S ISLAND.**

The Road Commission is responsible for managing the Tollgate and providing a monthly accounting to the Constituent Groups of all revenue generated by the Tollgate as well as all expenses associated with its operation. The Road Commission shall establish appropriate bookkeeping procedures to ensure the proper accounting of all funds received at the Tollgate and all expenses paid from such funds. The Road Commission shall keep its books on a calendar year, cash basis.

The Road Commission is responsible for investigating, recommending, installing, and implementing appropriate technology for operation of the Tollgate, or such other technology as may be recommended by the Road Commission and approved by both the BHOA and JIPOA Boards of Trustees to regulate traffic and provide security for Causeway access to the Island. Initially, the Road Commission shall maintain the existing Tollgate in operating condition, with a keypad and a keycard recognition system for all existing keycards. Island access will be managed with substantially similar procedures as were utilized throughout the summer of 2006 (a combination of keycards and a keypad) while the Road Commission investigates other Tollgate and/or security systems.

Until such time as alternative technology has been recommended by the Road Commission and approved by both the BHOA and JIPOA Boards of Trustees, the Road Commission shall establish the keypad combination and shall change the combination from time to time upon no less than seven (7) days prior notice to the Constituent Groups and/or Owners. The Road Commission shall further have the exclusive right to administer, distribute, purchase, program and sell keycards, and no Owner shall be charged more than a nominal price for keycards, based upon the actual cost of such keycards.

Owners shall have the right to purchase additional keycards for themselves and for their Guests as desired, at a cost that reasonably reflects the actual cost paid by the Road Commission for such cards. The proceeds of keycard sales shall be deposited into the Road Commission Operating Account.

During 2007, the Road Commission will investigate and make recommendations to the BHOA and JIPOA Boards of Trustees concerning additional or alternative equipment and/or technology which will serve to ensure convenient, toll-free access to the Island for all Owners and their Guests while also reviewing cost-effective methods to generate revenue from the use of the Causeway by others. The Road Commission's recommendations shall plan a phased implementation of new tollgate technology commencing in 2008.

VOL 0529 PG 254

JOURNALIZED

VOL 0522 PG 086

JOURNALIZED

Except in the case of malfunction of the Tollgate, or failure of an Owner or Guest to utilize a keycard or the keypad, no Owner or Guest will be denied toll-free access through the Tollgate. The Road Commission will establish procedures to evaluate and expedite the resolution of any claim from an Owner for refund of a toll.

**C. ROAD COMMISSION OPERATING ACCOUNT.**

BHOA and JIPOA agree to establish a joint account ("Road Commission Operating Account") to be utilized by the Road Commission in accordance with its responsibilities as set forth in this Agreement. The Road Commission Operating Account will be established with such funds as may be transferred to it by BHOA and JIPOA in accordance with the Agreement of Understanding entered into on February 28, 2007, in the approximate amount of \$50,000. The Road Commission will collect and deposit all proceeds of the Tollgate into the Road Commission Operating Account.

The Road Commission shall separately manage and account for all funds remitted by BHOA and JIPOA on behalf of Owners representing Annual Shares and, as applicable, Emergency Assessments ("RC Contribution Account").

All interest paid on funds on deposit in the Road Commission Operating Account and the RC Contribution Account shall accrue to the benefit of the Road Commission. Any and all tax liability generated solely as a result of the operation of the Road Commission shall be reimbursed from the Road Commission Operating Account to the Constituent Group incurring such tax liability, upon submission of documentation to the Road Commission evidencing the tax payment allocable to the operation of the Road Commission.

The Road Commission shall adopt procedures for the withdrawal of funds from the Road Commission Operating Account and the RC Contribution Account to make disbursements for approved budget expenses. The Road Commission shall prepare a monthly report to the BHOA and JIPOA Trustees showing revenue and expenses and comparing its financial performance to the approved budget. If the Road Commission shall incur any material expense or cost overrun which will cause the Road Commission to exceed the approved budgets, then the Road Commission shall submit such expense to the Boards of Trustees of JIPOA and BHOA for approval prior to paying such expense.

**D. DISPUTE RESOLUTION.**

(i) **Jurisdiction of Ottawa County Common Pleas Court.** The Ottawa County Court of Common Pleas shall retain continuing jurisdiction over the *BHOA v. JIPOA* and the *Metzker v. JIPOA* cases solely for the purpose of enforcing this Operating Agreement. The Constituent Groups hereby agree and pledge to each other that they will use only the Dispute Resolution Process described below to resolve disputes by, between or among members of the Road Commission and/or the Constituent Groups.

(ii) **Dispute Resolution Process.** It is the express intent of the Constituent Groups that (i) if a dispute arises within the Road Commission which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating

VOL 0529 PG 255

VOL 0522 PG 690

JOURNALIZED

JOURNALIZED

Agreement, or (ii) if there is a dispute between the Road Commission and a Constituent Group which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement, or (iii) if there is a dispute between two Constituent Groups which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement, then such dispute(s) shall be resolved in an extra-judicial manner and without the involvement of a court or judicial proceedings. The Constituent Groups and all other signatories to this Operating Agreement have agreed upon the following extra-judicial dispute resolution mechanism ("Dispute Resolution Process") to resolve any such disputes which arise and which, if unresolved, would prevent the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement.

Except in the limited circumstances described in Section D(i), above, if any signatory to this Operating Agreement fails to participate in the Dispute Resolution Process set forth below and files a lawsuit or otherwise seeks judicial involvement in the dispute, then that signatory shall be liable for the payment of all court costs and attorney fees for any other party (whether a signatory to this Operating Agreement or not) required to be involved in any such lawsuit or judicial proceeding instituted in violation of this Dispute Resolution Process. All expenses inherent in completing the Dispute Resolution Process shall be borne by the Road Commission and considered to be a part of the administrative expenses of the Road Commission.

**(a) Dispute within the Road Commission.** If a dispute arises within the Road Commission which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement, then the Chair of the Road Commission shall promptly notify the Boards of Trustees of BHOA and JIPOA of the dispute. Within seven (7) days after receipt of such notice, BHOA and JIPOA shall each designate an agreed number but no more than three (3) Trustees of each Association, who will jointly meet with the Road Commission, and with a representative of JIIG and the Non-Member Group, to seek to resolve the dispute.

If the dispute is not resolved, then BHOA and JIPOA shall call a joint meeting of their respective Boards of Trustees within thirty (30) days to review, consider, and seek to agree upon a resolution of the dispute. If a majority of the BHOA Board of Trustees and a majority of the JIPOA Board of Trustees agree to a resolution of the dispute, then such agreement shall constitute the resolution of the dispute and shall take the place of the Road Commission decision on the issue in dispute.

If either the BHOA Board of Trustees or the JIPOA Board of Trustees does not agree to the resolution of the dispute, then the Dispute shall be referred to the Island Arbitration Process described in Section D(ii)(d) below.

**(b) Disputes between Road Commission and a Constituent Group.** If a dispute arises between the Road Commission and a Constituent Group which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement, then the Road Commission and the Constituent Group shall promptly notify the Boards of Trustees of BHOA and JIPOA of the dispute. Within seven (7) days after receipt of such notice, BHOA and JIPOA shall each designate an agreed number but no more than three (3) Trustees of each Association, who will jointly meet with the Road Commission and the Constituent Group to seek to resolve the dispute.

VOL 0529 PG 251

JOURNALIZED

VOL 0522 PG 091

JOURNALIZED

If the dispute is not resolved, then BHOA and JIPOA shall call a joint meeting of their respective Boards of Trustees within thirty (30) days to review, consider, and seek to agree upon a resolution of the dispute. If a majority of the BHOA Board of Trustees and a majority of the JIPOA Board of Trustees agree to a resolution of the dispute, then such agreement shall constitute the resolution of the dispute and the Road Commission and the Constituent Group seeking dispute resolution shall be bound by such resolution.

If either the BHOA Board of Trustees or the JIPOA Board of Trustees does not agree to the resolution of the dispute, then the Dispute shall be referred to the Island Arbitration Process described in Section D(ii)(d) below.

(c) **Disputes between two or more Constituent Groups.** If a dispute arises between two or more Constituent Groups which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement, then the Constituent Groups shall promptly notify BHOA and JIPOA of the dispute. Within seven (7) days after receipt of such notice, BHOA and JIPOA shall each designate an agreed number but no more than three (3) Trustees of each Association, who will jointly meet with the Constituent Groups to seek to resolve the dispute.

If the dispute is not resolved, then BHOA and JIPOA shall call a joint meeting of their respective Boards of Trustees within thirty (30) days to review, consider, and seek to agree upon a resolution of the dispute. If a majority of both the BHOA Board of Trustees and a majority of the JIPOA Board of Trustees agree to a resolution of the dispute, then such agreement shall constitute the resolution of the dispute and the Constituent Groups seeking dispute resolution and the Road Commission shall be bound by such resolution.

If either the BHOA Board of Trustees or the JIPOA Board of Trustees does not agree to the resolution of the dispute, then the Dispute shall be referred to the Island Arbitration Process described in Section D(ii)(d) below.

(d) **Island Arbitration Process.** If the procedures described in Sections D(ii)(a), (b) or (c) fail to result in resolution of the Dispute, then all signatories to this Operating Agreement agree to the appointment of a five (5) member arbitration panel ("Island Arbitrators"), consisting of at least four (4) Owners who are neither Road Commission members nor BHOA or JIPOA Trustees, to review, consider and resolve the dispute. Each Constituent Group shall name one (1) Owner to serve as an Island Arbitrator. The four (4) Island Arbitrators shall select a fifth Arbitrator who shall have specific expertise and qualification to guide the Island Arbitrators in the Dispute Resolution Process. The Arbitrator selected by the Island Arbitrators shall serve as Chair. The Island Arbitrators will promptly meet and decide upon the process for gathering information from the Constituent Groups and the Road Commission necessary for the resolution of the dispute.

The decision of the Island Arbitrators shall be in writing, shall explain all factual findings on which the decision is based, and shall be signed by at least three (3) of the five (5) Island Arbitrators. The decision of the Island Arbitrators shall be conclusive as to the factual findings, shall constitute the resolution of the dispute, and shall constitute the Road Commission decision on the issue in dispute. The signatories to this Operating Agreement specifically and expressly agree that the decision of the Island Arbitrators is not subject to appeal as to any factual finding or decision based upon such factual finding.

VOL 0529 PG 257

JOURNALIZED

VOL 0522 PG 092

JOURNALIZED

If any signatory to this Operating Agreement seeks judicial involvement after a decision has been reached by the Island Arbitrators, or otherwise seeks to overturn the decision of the Island Arbitrators by initiating a judicial proceeding, and if the court finds that there is no question of law before it, or if the signatory seeking judicial involvement shall be overruled on the question of law presented, then the signatory seeking judicial involvement shall be liable for the payment of all court costs and attorney fees incurred by any other party (whether a signatory to the Operating Agreement or not) required to be involved in any such judicial proceeding.

**E. COVENANTS RUNNING WITH THE LAND.**

Contemporaneously with the execution of this Operating Agreement, a Memorandum of Johnson's Island Road Commission Agreement ("Memorandum"), in substantially the form attached hereto and incorporated herein by reference as Attachment E, shall be executed and recorded, summarizing the rights and responsibilities of the Road Commission pursuant to the Agreement of Understanding, this Operating Agreement and any contemporaneous Judgment Entry bringing final resolution to the *BHOA v. JIPOA* case and the *Metzker v. JIPOA* case. The signatories to this Operating Agreement and the Ottawa County Common Pleas Court intend that the Memorandum be deemed to be a covenant running with the land as to all real estate situated on Johnson's Island, and that such Memorandum describe with specificity 1) the rights of Owners to utilize the Roadway Properties, 2) the obligation of Owners to pay contribution in accordance with the provisions of the Operating Agreement, 3) the power of BHOA and JIPOA to enforce the contribution obligation of all Owners in accordance with all current and prior decisions of Ottawa County Court of Common Pleas and the provisions of this Operating Agreement, and 4) the authority of the Road Commission with respect to the governance of the Roadway Properties.

**F. MISCELLANEOUS.**

(i) **Notices.** All notices required to be given to the Constituent Groups hereunder shall be sufficient if sent by regular U. S. Mail addressed to JIPOA at P. O. Box 111, Marblehead, OH 43440, to BHOA at 3645 Confederate Drive, Marblehead, OH 43440, to JIIG at 7128 Coventry Woods Drive, Dublin, OH 43017 and to the Non-Member Owners c/o John Lehlbach, 3600 Columbia Road, Westlake, OH 44145. The Road Commission shall establish its notice address at its first meeting and shall promptly notify the Constituent Groups of such address. Each Constituent Group and the Road Commission shall notify each of the others of any change in its notice address. A change of notice address shall not require the execution of an Amendment to this Operating Agreement.

All notices required to be sent by the Road Commission to Owners hereunder shall be prepared by the Road Commission, who shall promptly notify the Secretaries of JIPOA and BHOA to prepare and submit mailing labels to the Secretary of the Road Commission for each Owner appearing on such association's schedule of Billing Accounts. The Secretary of the Road Commission shall be responsible for assembling and mailing all such notices.

(ii) **Amendments.** Any and all amendments to this Operating Agreement shall be in writing and signed by a majority of the officers of BHOA, JIPOA and JIIG, as well as by the Non-Member Owners' appointee to the Road Commission and one other member of the Non-Member Owners. Copies of all such amendments shall be delivered to the

VOL 0529 PG 250

VOL 0529 PG 093

JOURNALIZED

Ottawa County Court of Common Pleas together with a proposed Judgment Entry accepting such amendment and incorporating such amendment into the record of the Court in the *BHOA v. JIPOA* case. If an amendment pertains to any matter described in the Memorandum, then such amendment shall be executed in recordable form and recorded in the office of the Ottawa County Recorder with prior instrument reference to the Memorandum. Nothing contained in this Operating Agreement shall prohibit the Road Commission from investigating and recommending to Owners the creation of a Special Improvement District or other comparable vehicle to assume certain responsibilities of the Road Commission.

(iii) **Binding Agreements; Applicable Law.** The Agreement of Understanding, the Non-Member Owners Agreement and this Operating Agreement shall benefit and be binding upon the Constituent Groups and all signatories hereto, their members, successors, heirs and assigns, and shall be interpreted in accordance with Ohio law.

(iv) **Multiple Counterparts.** This Operating Agreement may be executed in multiple counterparts which, taken together, shall comprise the entire agreement of the signatories, binding and enforceable as to each of them.

(v) **Term; Enforceability.** The Agreement of Understanding, the Non-Member Owners Agreement and this Operating Agreement are intended to fully and permanently resolve all outstanding and, to the extent possible, all future disputes by, between and among the Constituent Groups, as well as the Owners of property on Johnson's Island. It is further the intention of the Constituent Groups to establish by the enumerated agreements and the Memorandum a permanent, binding and enforceable system for the Governance of the Causeway and all Island Roads, by and on behalf of all Owners. These agreements and the Memorandum are intended to memorialize and acknowledge a) the easement rights, express and implied, of all Owners to use the Causeway and all Island Roads, b) the obligation of all Owners to contribute to the Governance of the Causeway and all Island Roads, and c) the joint obligation, right, power and authority of BHOA and JIPOA, their successors and assigns, to protect the rights and enforce the obligations of all Owners with respect to the Governance of the Causeway and all Island Roads.

(vi) **Severability.** If any provision of the Agreement of Understanding, the Non-Member Owners Agreement and/or this Operating Agreement shall be determined by a court of law to be unenforceable, in whole or in part, then such provision or unenforceable portion thereof shall be deemed to be stricken and shall not affect the enforceability of any other provisions of such agreement.

#### **G. APPROVAL AND AUTHORITY.**

BHOA and JIPOA agree to present the Agreement of Understanding, the Non-Member Owners Agreement and this Operating Agreement, as applicable, to the BHOA and JIPOA membership for consideration and such approval as may be required by and in accordance with the Restrictions, Bylaws and/or Regulations of BHOA and JIPOA, all such approvals to be obtained on or before May 15, 2007, whereupon the parties shall submit to the Court a judgment entry dismissing with prejudice the *BHOA v. JIPOA* and *Metzker v. JIPOA* cases and empowering the Court to enforce the terms of the Agreement of Understanding (as

VOL 0529 PG 25 6

JOURNALIZED

VOL 0522 PG 094

JOURNALIZED



amended by this Operating Agreement), the Non-Member Owners Agreement and this Operating Agreement as provided herein.

All signatories to this Operating Agreement represent that they have the power and authority to execute this Operating Agreement on behalf of the persons or entity set forth above their signature, and to bind such persons or entity to the terms hereof.

If the Agreement of Understanding (as amended by this Operating Agreement), the Non-Member Owners Agreement or this Operating Agreement is not approved as required, for whatever reason, then the stay of proceedings issued in the *BHOA v. JIPOA* and *Metzker v. JIPOA* cases shall be lifted, the parties shall be returned to *status quo ante* immediately prior to February 28, 2007 and such litigation shall proceed.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the date first written above.

**Baycliffs Homeowners Association**

By: Richard Schulz  
Richard Schulz, Trustee/President

By: Harry Eisman  
Harry Eisman, Trustee/Treasurer

By: Joan Sturgill  
Joan Sturgill, Trustee/Secretary

**Johnson's Island Property Owners Association**

By: Dennis Kennedy  
Dennis Kennedy, Trustee/President

By: Frank Lovell  
Frank Lovell, Trustee/First Vice President

By: Michael Kelty  
Michael Kelty, Trustee/Second Vice President

**Johnson's Island Investment Group**

By: \_\_\_\_\_  
Gary A. Zdolshek, Managing Member

By: \_\_\_\_\_  
James Redinger, Managing Member

**Non-Member Owners Group**

By: \_\_\_\_\_  
Karen Metzker, Attorney-in Fact

By: John Lehlbach  
John Lehlbach

**Acknowledged and Agreed:**

**Friends & Descendants of Johnson's Island Civil War Prison,  
an Ohio not-for-profit corporation**

By: David R. Bush  
David R. Bush, Chairman

amended by this Operating Agreement), the Non-Member Owners Agreement and this Operating Agreement as provided herein.

All signatories to this Operating Agreement represent that they have the power and authority to execute this Operating Agreement on behalf of the persons or entity set forth above their signature, and to bind such persons or entity to the terms hereof.

If the Agreement of Understanding (as amended by this Operating Agreement), the Non-Member Owners Agreement or this Operating Agreement is not approved as required, for whatever reason, then the stay of proceedings issued in the *BHOA v. JIPOA* and *Metzker v. JIPOA* cases shall be lifted, the parties shall be returned to *status quo ante* immediately prior to February 28, 2007 and such litigation shall proceed.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the date first written above.

**Baycliffs Homeowners Association**

By: \_\_\_\_\_  
Richard Schulz, Trustee/President

By: \_\_\_\_\_  
Harry Eisman, Trustee/Treasurer

By: \_\_\_\_\_  
Joan Sturgill, Trustee/Secretary

**Johnson's Island Property Owners Association**

By: \_\_\_\_\_  
Dennis Kennedy, Trustee/President

By: \_\_\_\_\_  
Frank Lovell, Trustee/First Vice President

By: \_\_\_\_\_  
Michael Kelty, Trustee/Second Vice President

**Johnson's Island Investment Group**

By: \_\_\_\_\_  
Gary A. Zdolshek, Managing Member

By: \_\_\_\_\_  
James Redinger, Managing Member

**Non-Member Owners Group**

By: Karen Metzker

Karen Metzker, individually, as a designated representative of the Non-Member Owners and as Attorney-in-Fact for Lance Yandell, Linda Yandell, Joe Casey, Loretta Zychowski, Kenneth Zychowski, David Tropkoff, Nancy Cepis, Ron Cepis, John Mazur, James Mazur, Joan Mazur, Bart Leneghan and Shawn Breslin

By: \_\_\_\_\_  
John Lehlbach, individually and as a designated representative of the Non-Member Owners

**POWER OF ATTORNEY**

9794 Silverleaf Dr.

BART LENEGHAN  
of

(We), the undersigned,  
(address) hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name, place and stead and on my (our) behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of my (our) fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. I (We) own Lot(s) 329 in Bay Haven Estates or Lot(s) Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

My (Our) attorney in fact has authority to enter into any agreement, promise or covenant respecting my (our) responsibility to pay my (our) fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of my (our) fair share, but also in the mandating that my (our) responsibility shall run with the land and act as a restriction of record against my (our) Lot(s).

The powers and authority of my (our) attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the day of 4-18-07, 2007.

~~Signed and acknowledged in the presence of~~

Bart Lenehan (Bart Lenehan)  
9794 Silverleaf Dr.  
North Royalton OH 44133



JOHN C. MYERS, ESQ.  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

STATE OF Cuyahoga County, ss: VOL 0522 PG 097

The foregoing instrument was acknowledged before me this 18th day of April, 2007.  
JOURNALIZED  
John C. Myers, Not.

# POWER OF ATTORNEY

The undersigned, SHAWN BRESLIN of \_\_\_\_\_ hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name, place and stead and on my (our) behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of my (our) fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. I (We) own Lot(s) \_\_\_\_\_ in Bay Haven Estates or Lot(s) \_\_\_\_\_ Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

My (Our) attorney in fact has authority to enter into any agreement, promise or covenant respecting my (our) responsibility to pay my (our) fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of my (our) fair share, but also in the mandating that my (our) responsibility shall run with the land and act as a restriction of record against my (our) Lot(s).

The powers and authority of my (our) attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the day of 5-13-07, 2007.

STATE OF Ottawa County, ss:

Shawn Breslin  
SHAWN BRESLIN

Before me, a Notary Public in and for said County and State, did appear Shawn Breslin, who did acknowledge that he/she did sign this Power of Attorney and that the same is his/her free act and deed. The foregoing instrument was acknowledged before me this 13 day of May, 2007

Mary Beth Ballard  
Notary Public

VOL 0522PG098 Expiration Date: \_\_\_\_\_

**MARY BETH BALLARD, Atty.**  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

VOL 0529PG263

JOURNALIZED

JOURNALIZED

# POWER OF ATTORNEY

<sup>JOHN T. MAZUR</sup>  
I (We) ~~RONALD A CEPIS~~ <sup>(We)</sup>, ~~NANCY K. CEPIS~~ the ~~OWNERS~~ undersigned, ~~OF LOT #431~~ ~~OF~~  
(address) hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name, place and stead and on my (our) behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of my (our) fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. I (We) own Lot(s) Lot #431 in Bay Haven Estates or Lot(s) Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

My (Our) attorney in fact has authority to enter into any agreement, promise or covenant respecting my (our) responsibility to pay my (our) fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of my (our) fair share, but also in the mandating that my (our) responsibility shall run with the land and act as a restriction of record against my (our) Lot(s).

The powers and authority of my (our) attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the day of April 30<sup>th</sup>, 2007.

Signed and acknowledged  
in the presence of

<u>Nancy K. Cepis</u>	<u>4-30-07</u>
<u>Ronald A. Cepis</u>	<u>4-30-07</u>
<u>John T. Mazur</u>	<u>4-30-07</u>
_____	_____

VOL 0529 PG 264  
JOURNALIZED

VOL 0522 PG 090  
JOURNALIZED

# POWER OF ATTORNEY

I James P Mazur (We), JOAN M MAZUR the owners undersigned, 31345 Confederate<sup>187</sup> of (address) hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name, place and stead and on my (our) behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of my (our) fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. I (We) own Lot(s) \_\_\_\_\_ in Bay Haven Estates or Lot(s) \_\_\_\_\_ Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

Marblehead  
014 434

My (Our) attorney in fact has authority to enter into any agreement, promise or covenant respecting my (our) responsibility to pay my (our) fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of my (our) fair share, but also in the mandating that my (our) responsibility shall run with the land and act as a restriction of record against my (our) Lot(s).

The powers and authority of my (our) attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the 30 day of April, 2007.

Signed and acknowledged  
in the presence of

James P Mazur  
Joan M Mazur  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF Ohio  
Cuyahoga County, ss:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2007 by Eugene F. Brown

Eugene F. Brown  
Notary Public

EUGENE F. BROWN  
Notary Public, State of Ohio  
My Commission Expires 09/09/2009

VOL 0522 PG 100  
JOURNALIZED

VOL 0529 PG 265  
JOURNALIZED

**POWER OF ATTORNEY**

I DAVID TROPKOFF (We), the undersigned, of (address) hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name, place and stead and on my (our) behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of my (our) fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. I (We) own Lot(s) 263 in Bay Haven Estates or Lot(s) Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

My (Our) attorney in fact has authority to enter into any agreement, promise or covenant respecting my (our) responsibility to pay my (our) fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of my (our) fair share, but also in the mandating that my (our) responsibility shall run with the land and act as a restriction of record against my (our) Lot(s).

The powers and authority of my (our) attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the day of May 2 07, 2007.

Signed and acknowledged in the presence of

David Tropkoff

*Signed before me, a Notary Public, this 2nd. day of May 2, 2007 by David Tropkoff.*

Stacy A. Reep

**STACY A. REEP**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MARCH 7, 2011

STATE OF Ohio

Medina County, ss:

VOL 0522 PG 101

JOURNALIZED The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

**POWER OF ATTORNEY**

I (We), LANCE & LINDA YANDELL the undersigned, 12931 S. WOODSIDE DR CHESTERVALE OH 44026 of (address) hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name, place and stead and on my (our) behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of my (our) fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. I (We) own Lot(s) \_\_\_\_\_ in Bay Haven Estates or Lot(s) Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

My (Our) attorney in fact has authority to enter into any agreement, promise or covenant respecting my (our) responsibility to pay my (our) fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of my (our) fair share, but also in the mandating that my (our) responsibility shall run with the land and act as a restriction of record against my (our) Lot(s).

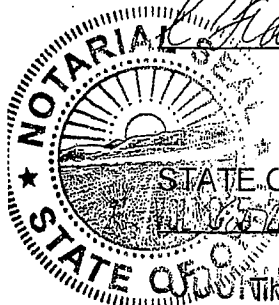
The powers and authority of my (our) attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the day of APRIL 18, \_\_\_\_\_, 2007.

Signed and acknowledged in the presence of

[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_

[Signature] - witness  
\_\_\_\_\_



STATE OF OHIO  
12931 S. WOODSIDE DR County, ss:

This foregoing instrument was acknowledged by me on this 18 day of APRIL, 2007 by \_\_\_\_\_

VOL 0522 PG 102  
MONICA M. GOINS  
Notary Public, State of Ohio  
My Commission Exp. APR 19, 2009  
Recorded in Portage County.



# LIMITED POWER OF ATTORNEY

We, Loretta J. Zychowski and Kenneth T. Zychowski, the undersigned, of 5920 Kelley Lane, Parma, OH 44134, hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as our true and lawful attorney in fact for us and in our name, place and stead and on our behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of our fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. We own Lot 328 in Bay Haven Estates, Danbury Township, Ottawa County, Ohio.

Our attorney in fact has authority to enter into any agreement, promise or covenant respecting our responsibility to pay our fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, our attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of our fair share, but also in the mandating that our responsibility shall run with the land and act as a restriction of record against our Lot.

The powers and authority of our attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

This Power of Attorney may be revoked by us at any time, provided any person or organization relying on this Power of Attorney shall have full rights to accept the authority of our attorney-in-fact until in receipt of actual notice of revocation.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the 5<sup>th</sup> day of May, 2007.

Signed and acknowledged  
in the presence of

Loretta J. Zychowski  
Kenneth T. Zychowski

STATE OF Ohio  
Cuyahoga County, ss:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of May, 2007 by Kelly A. Karwoski

KELLY A. KARWOSKI  
Notary Public, State of Ohio  
Cuyahoga County  
My Commission Expires March 17, 2016

Kelly A. Karwoski  
Notary Public

VOL 0529 PG 268

JOURNALIZED

VOL 0522 PG 103

JOURNALIZED

amended by this Operating Agreement), the Non-Member Owners Agreement and this Operating Agreement as provided herein.

All signatories to this Operating Agreement represent that they have the power and authority to execute this Operating Agreement on behalf of the persons or entity set forth above their signature, and to bind such persons or entity to the terms hereof.

If the Agreement of Understanding (as amended by this Operating Agreement), the Non-Member Owners Agreement or this Operating Agreement is not approved as required, for whatever reason, then the stay of proceedings issued in the *BHOA v. JIPOA* and *Metzker v. JIPOA* cases shall be lifted, the parties shall be returned to *status quo ante* immediately prior to February 28, 2007 and such litigation shall proceed.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

**Baycliffs Homeowners Association**

**Johnson's Island Property Owners Association**

By: \_\_\_\_\_  
Richard Schulz, Trustee/President

By: \_\_\_\_\_  
Dennis Kennedy, Trustee/President

By: \_\_\_\_\_  
Harry Eisman, Trustee/Treasurer

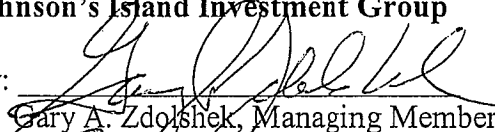
By: \_\_\_\_\_  
Frank Lovell, Trustee/First Vice President

By: \_\_\_\_\_  
Joan Sturgill, Trustee/Secretary

By: \_\_\_\_\_  
Michael Kelty, Trustee/Second Vice President

**Johnson's Island Investment Group**

**Non-Member Owners Group**

By:   
Gary A. Zdolshak, Managing Member

By: \_\_\_\_\_  
Karen Metzker, Attorney-in Fact

By:   
James Redinger, Managing Member

By: \_\_\_\_\_  
John Lehlbach

**Acknowledged and Agreed:**

**Friends & Descendants of Johnson's Island Civil War Prison,  
an Ohio not-for-profit corporation**

By: \_\_\_\_\_  
David R. Bush, Chairman

VOL 0529 PG 260

JOURNALIZED

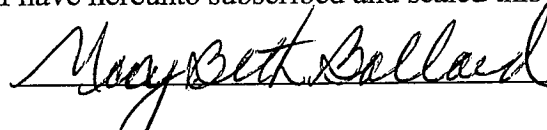
VOL 0522 PG 104

JOURNALIZED

STATE OF OHIO )  
 ) SS:  
COUNTY OF OTTAWA )

Before me, a Notary Public in and for said County and State, did appear Richard Schulz, Harry Eisman. and Joan Sturgill, Trustees of Baycliffs Homeowners Association, Inc., an Ohio not-for-profit corporation, who did sign the foregoing instrument, and did each acknowledge that the same is his/her free act and deed and the free act and deed of such corporation.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 12 day of May, 2007.

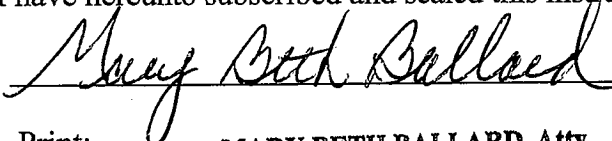


Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

STATE OF OHIO )  
 ) SS:  
COUNTY OF OTTAWA )

Before me, a Notary Public in and for said County and State, did appear David R. Bush, Ph.D., the Chairman of Friends and Descendants of Johnson's Island Civil War Prison, Inc., an Ohio not-for-profit corporation, who did sign the foregoing instrument, and did acknowledge that the same is his free act and deed and the free act and deed of such corporation.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 8 day of May, 2007.

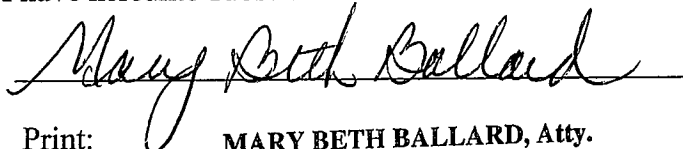


Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

STATE OF OHIO )  
 ) SS:  
COUNTY OF OTTAWA )

Before me, a Notary Public in and for said County and State, did appear John Lehlbach, who did sign the foregoing instrument, and did acknowledge that the same is his free act and deed.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 12 day of May, 2007.



Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

STATE OF OHIO )  
 ) SS:  
COUNTY OF OTTAWA )

Before me, a Notary Public in and for said County and State, did appear Karen Metzker, for herself and as attorney-in-fact for Lance Yandell, Linda Yandell, Joe Casey, Loretta Zychowski, Kenneth Zychowski, David Tropkoff, Nancy Cepis, Ron Cepis, John Mazur, James Mazur, Joan Mazur, Bart Leneghan and Shawn Breslin, who did sign the foregoing instrument, and did acknowledge that the same is her free act and deed, individually and as such attorney-in-fact.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 15 day of May, 2007.

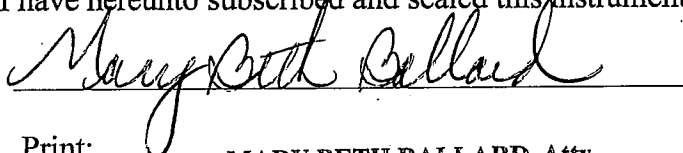


Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

STATE OF OHIO )  
 ) SS:  
COUNTY OF OTTAWA )

Before me, a Notary Public in and for said County and State, did appear Dennis Kennedy, Frank Lovell and Michael Kelty, the President, First Vice President and Second Vice President of Johnson's Island Property Owners Association, Inc., and Ohio not-for-profit corporation, who did sign the foregoing instrument, and did acknowledge that the same is their free act and deed.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 13 day of May, 2007.



Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

VOL 0529 PG 277

JOURNALIZED

VOL 0529 PG 106  
20 Section 147.03 O.R.C.

JOURNALIZED

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF OTTAWA     )

Before me, a Notary Public in and for said County and State, did appear Gary Zdolshek and James Redinger, Managing Members of Johnson's Island Investment Group, LLC, who did sign the foregoing instrument, and did acknowledge that the same is their free act and deed individually and as such Managing Members.

In Witness Whereof, I have hereunto subscribed and sealed this 14 day of May, 2007.

Mary Beth Ballard

Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

VOL 0529 PG 275  
JOURNALIZED

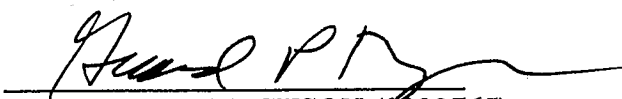
VOL 0522 PG 107  
21 JOURNALIZED

APPROVED:

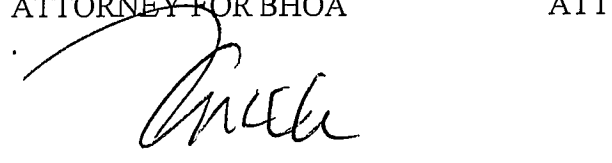
By:

  
**STEVEN M. OTT (0003908)**  
Ott & Associates Co., LPA  
55 Public Square, Suite 1400  
Cleveland, Ohio 44113  
Telephone: (216) 771-2600  
Facsimile: (216) 830-8939  
Email: [steven.ott@ottesq.com](mailto:steven.ott@ottesq.com)  
ATTORNEY FOR BHOA

By:

  
**GERALD P. FERGUSON (0022765)**  
Vorys Sater Seymour and Pease  
52 East Gay Street / P. O. Box 1008  
Columbus, OH 43216-1008  
Telephone 614-464-5612  
Facsimile 614-719-4757  
Email: [GPFerguson@vssp.com](mailto:GPFerguson@vssp.com)  
ATTORNEY FOR JIPOA

By:

  
**GARY A. KOHLI (0021896)**  
Kohli & Christie  
142 West Water Street  
Oak Harbor, OH 43449-1332  
Telephone: (419) 898-2671  
Facsimile: (419) 898-3327  
ATTORNEY FOR NON-MEMBER OWNERS

Additional Signatories:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A**

**AGREEMENT OF UNDERSTANDING**

**BY AND BETWEEN**

**BAYCLIFFS HOMEOWNER'S ASSOCIATION ("BHOA")**

**AND**

**THE JOHNSON'S ISLAND PROPERTY OWNER'S ASSOCIATION ("JIPOA")**

**FOR GOVERNANCE OF JOHNSON'S ISLAND ROADWAYS**

VOL 0529 PG 274  
JOURNALIZED

VOL 0522 PG 100  
20 JOURNALIZED

**AGREEMENT OF UNDERSTANDING**

**BY AND BETWEEN  
BAYCLIFFS HOMEOWNER'S ASSOCIATION ("BHOA")  
AND  
THE JOHNSON'S ISLAND PROPERTY OWNER'S ASSOCIATION ("JIPOA")**

**FOR GOVERNANCE OF JOHNSON'S ISLAND ROADWAYS**

WHEREAS, The Baycliffs Homeowners Association ("BHOA") and The Johnson's Island Property Owners Association ("JIPOA") seek to resolve Johnson's Island road, Causeway, and Tollgate issues which remain pending in Ottawa County Common Pleas Court Case No. 04-CVH-202, *Baycliffs Homeowners Association, Inc. v. Johnson's Island Property Owner's Association, et. al.*, ("*BHOA v. JIPOA*"), certain other issues having been previously decided by Summary Judgment filed for record on May 31, 2006 (the "Summary Judgment Order"); and

WHEREAS, BHOA and JIPOA seek to have the Johnson's Island Investment Group LLC ("JIIG"), as well as certain Johnson's Island property owners who are non-members of either BHOA or JIPOA, to wit, Karen Metzker, Terrance Kirkpatrick, Kevin Kirkpatrick, Lisa Assim, William A. Kirkpatrick, Jr., Michele Kirkpatrick, Ellen Nachman, aka Ellen Louise Nachman aka Ellen L. Nachman, Sigmund W. Nachman, Janet M. Nachman, Dan Michalske, John E. Lehlbach, Holly F. Lehlbach, Bert R. Tomon and Virginia A. Tomon (the "Non-Member Owners") join in this Agreement and the "Operating Agreement", as hereinafter defined, to resolve all remaining Johnson's Island roadways, Causeway, and Tollgate issues which are the subject of pending litigation; and

VOL 0529 PG 275

JOURNALIZED

VOL 0522 PG 110

JOURNALIZED



WHEREAS, BHOA and JIPOA intend by this Agreement and the Operating Agreement to bring to final resolution the pending litigation between BHOA and JIPOA and Non-Member Owners (who seek to intervene as defendants) in *BHOA v. JIPOA*, as well as seek to resolve issues concerning the contribution owed by the Non-Member Owners who were, among others, plaintiffs in Case No. 02-CVH-035, *Karen Metzker, et al. v. Johnson's Island Property Owner's Association (Metzker v. JIPOA)*, it being represented to BHOA that JIPOA and the Non-Member Owners have reached and memorialized an agreement, subject to review and approval of counsel, resolving those issues; and

WHEREAS, BHOA and JIPOA recognize that there is Island-wide sentiment that:

- Johnson's Island should remain a gated community; and
- All owners of property on Johnson's Island ("Owners", which is stipulated to mean and include all owners of record of property located on Johnson's Island as shown in the office of the Ottawa County Recorder, as well as resident tenants of property located on Johnson's Island) have a responsibility to contribute to the cost and maintenance of all platted island roads ("Island Roads"), as well as the Causeway ("Causeway" defined by stipulation of the parties to mean the roadway from Bayshore Drive to the Confederate Cemetery, including the parking lot of the cemetery), as well as the Johnson's Island Tollgate ("Tollgate"); and
- Access to Johnson's Island should be the same for all Owners and their Guests (including without limitation contractors, service providers and all other persons coming to the Island to visit or transact business with an Owner) and in keeping with the access rights described and upheld in the Summary Judgment; and
- A joint Road Commission should be established for the benefit of all Owners to administer and oversee the maintenance of Island Roads, the Causeway, and Tollgate; and

WHEREAS, BHOA and JIPOA agree that the Road Commission will serve pursuant to a Road Commission Operating Agreement (the "Operating Agreement") to be entered into by and between BHOA and JIPOA by April 1<sup>st</sup>, 2007, which will define the authority and responsibilities of the Road Commission, as well as the authority and

VOL 0529 PG 276

JOURNALIZED

VOL 0522 PG 111  
2  
JOURNALIZED

responsibilities of BHOA and JIPOA, JIIG and the Non-Member Owners with respect to the Road Commission, all such authority and responsibilities to be consistent with the terms of this Agreement;

WHEREAS, BHOA and JIPOA agree to present this Agreement to the Court in *BHOA v. JIPOA* at the Pretrial scheduled for February 28, 2007 at 10:00 A.M., with a joint request for a 75 day stay of all proceedings, the sole purpose of which is to permit BHOA and JIPOA to present this Agreement and the Operating Agreement for consideration and such approval as may be required by, and in accordance with, the Bylaws and Regulations of BHOA and JIPOA, as well as consideration by all other Owners, including but not limited to the Non-Member Owners,

NOW, THEREFORE, in accordance with the foregoing, BHOA and JIPOA agree as follows:

A. **JOHNSON'S ISLAND ROAD COMMISSION**

(i) **Responsibilities.** A Road Commission Operating Agreement by and between BHOA and JIPOA will authorize the creation of the Johnson's Island Road Commission to oversee the implementation of the 2007 "Island Road Budget" and "Causeway Budget" (as hereinafter defined in Section A(iii) of this Agreement) and, going forward, the planning, budgeting, administration, management and maintenance (repair, replacement and/or improvement) for Island Roads, the Causeway, and the Tollgate. The Road Commission once established will be responsible for managing the Tollgate and providing a monthly accounting to JIPOA and BHOA of all revenue generated by the Tollgate and all expenses associated with its operation. The Road Commission shall determine the Annual Share required from each Owner to adequately fund the Causeway Budget and the Island Road Budget, based upon the *total* of (i) the

VOL 0529 PG 277

JOURNALIZED

VOL 0522 PG 112

JOURNALIZED

amount of the approved Causeway Budget (net of tollgate revenue) *plus* (ii) the amount of the approved Island Roads Budget for the year *divided by* (iii) the total number of Owners shown on the BHOA Billing Accounts and the JIPOA Billing Accounts (as defined below). An Owner whose name appears on both the BHOA Billing Accounts and JIPOA Billing Accounts shall be required to pay two (2) Annual Shares. The Operating Agreement shall set forth a dispute resolution mechanism so that BHOA, JIPOA and the Road Commission once established can cooperatively effect the intent of this Agreement.

(ii) **Formation.** As of the date of this Agreement, the Road Commission shall consist of seven members, with (a) two members to be appointed by the BHOA Trustees, and (b) three members to be appointed by the JIPOA Trustees, and (c) one member to be appointed by Non-Member Owners, and (d) one member to be appointed by JIIG. Appointment, removal and term of appointment to the Road Commission shall be in accordance with the terms and conditions of the Operating Agreement. The Road Commission shall elect a Chair who will serve for a one year period. Actions to be undertaken by the Road Commission will require an affirmative vote of six of the seven members. The Road Commission will meet at least quarterly, on dates and at times that will be announced to BHOA, JIPOA, and all Owners at least two weeks in advance of the meeting. All Owners shall have the right to attend and the opportunity to speak at meetings of the Road Commission.

(iii) **Budget.** The Road Commission will develop each year, and share with all Owners, two separate and distinct annual budgets: (a) a budget for the maintenance, repair, replacement and/or improvement of the Causeway and Tollgate

("Causeway Budget"), such budget to include the establishment of an appropriate Causeway reserve fund; and (b) a budget for the maintenance, repair, replacement and/or improvement of all Island Roads ("Island Road Budget"), including Baycliffs, Woodcliff, Forest Glen, Quarrystone, Confederate (including Dixie), and Memorial Shoreway. The annual budgets shall give consideration to available reserves, prior year revenue and expenses, and responsible Causeway and roadway planning for the maintenance, repair, replacement and/or improvement of all Island Roads, the Causeway and the Tollgate. All parties agree that there will be no allocation of the revenue generated by the funding set forth in Section A(iv) of this Agreement (the "RC Revenue") by the Road Commission for the expansion or significant alteration of the existing Tollgate area without advance approval of both BHOA and JIPOA Trustees, following consultation with the owners of the Cold Harbour Subdivision. All parties further agree that there will be no allocation of RC Revenue by the Road Commission for the tearing up, repair, or replacement of all or any part of Memorial Shoreway, or any other Island Road, for the purpose of installing any public or private utility, including but not limited to water, sewer, electricity, cable, and/or gas. All parties further agree that there will be no allocation of RC Revenue by the Road Commission for the repair of Island Roads directly caused by any Owner, or such Owner's agent or contractor, in the construction, improvement, demolition or removal of any structures on Johnson's Island, or for the removal of any material and/or dredging by an Owner. The Operating Agreement will address the responsibilities of BHOA and JIPOA for ensuring that such Owners are held responsible for road repairs required as a result of construction, improvement, demolition or removals of any structures, or removal of any material and/or dredgings, on Johnson's Island.

(a) For 2007, the Road Commission will present to BHOA Trustees and JIPOA Trustees a proposed "Causeway Budget" and a proposed "Island Road Budget." The proposed 2007 budgets must be reviewed and approved by both BHOA and JIPOA Trustees, after which the 2007 Causeway Budget and Island Road Budget will be finalized and implemented by the Road Commission. For 2007, BHOA and JIPOA agree that the total amount of the Causeway Budget and the Island Road Budget shall be set so that the Annual Share per Owner will be One Hundred Dollars (\$100.00). For 2008, BHOA and JIPOA agree that the total amount of the Causeway Budget and the Island Road Budget shall be set so that the Annual Share will be an amount not to exceed One Hundred and Fifty Dollars (\$150.00). For 2009, BHOA and JIPOA agree the total amount of the Causeway Budget and the Island Road Budget shall be set so that the Annual Share will be an amount not to exceed Two Hundred and Twenty-Five Dollars (\$225.00).

(b) After 2009 and on an annual basis, or more frequently if required, the Road Commission will review the Causeway Budget and Island Road Budget and recommend changes for the next year to the Trustees of BHOA and JIPOA for approval. Changes to the Causeway Budget and/or Island Road Budget shall be made only upon the recommendation of the Road Commission, with subsequent approval required by the Board of Trustees of JIPOA and BHOA. If the Road Commission does not recommend a change in the Causeway Budget and/or Island Road Budget, or if recommended changes to either budget are rejected by either BHOA or JIPOA, then the last preceding approved budget will

remain in effect until such time as the Road Commission recommends a change and both Associations approve a change in the budget in question.

(c) In the event of an unforeseen event, act of God, catastrophic failure or other emergency requiring immediate action for the repair of the Causeway or any Island Road(s) ("Emergency"), the Road Commission shall promptly evaluate the damage and determine the availability of funds to address the Emergency. The Road Commission shall notify JIPOA and BHOA of the amount of any additional funds which will be required to address the Emergency, which amount shall be divided into shares in accordance with Section A(iv) of this Agreement ("Emergency Assessment"). JIPOA and BHOA shall advance such funds to the Road Commission, and take all steps necessary to assess and collect the Emergency Assessment from the Owners set forth in their respective schedules of "Billing Accounts," as defined in Section A(iv)(a) and Section A(iv)(b)..

(iv) **Road Commission Funding.** Road Commission annual funding for the maintenance, repair, replacement and/or improvement of Island Roads, the Causeway, and the Tollgate shall have two sources: (a) assessments advanced by JIPOA and BHOA representing the total of Annual Shares of Owners for which each association is responsible and (b) revenue generated from the operation of the Tollgate. The payment of the Annual Share by an Owner satisfies the Owner's obligation to contribute to the maintenance, repair, replacement and/or improvement of Island Roads, the Causeway and the Tollgate.

(a) BHOA shall have responsibility for the billing and collection of the Annual Share owed by each Owner of property within Baycliffs Subdivision, as

well as for the Owners of the unplatted parcels shown as Parcels D, E, and H on the tax map for Johnson's Island in the office of the Ottawa County Engineer (also known as the "Solomon" and "Bancsi" parcels). A complete record of the names and lot numbers of each Owner for whom BHOA has billing and collection responsibility of the Owner's Annual Share shall be attached as a schedule to the Operating Agreement (the "BHOA Billing Accounts"). BHOA's annual contribution to the Road Commission shall be based on the number of separate Owners appearing on the schedule of BHOA Billing Accounts for the year in question. Each Owner shown on the schedule of BHOA Billing Accounts shall pay one Annual Share, regardless of the number of parcels owned by such Owner in the schedule of BHOA Billing Accounts.

(b) JIPOA shall have responsibility for the billing and collection of the Annual Share owed by each Owner of property within Bay Haven Estates and Shiloh Subdivisions, as well as for the Friends and Descendants of Johnson's Island (whose Annual Share will remain \$700 per year through March 13, 2013 pursuant to that certain Agreement recorded March 14, 2003 in Book, OR899, Pages 563-576) and the Owners of all other unplatted parcels showing on the tax map for Johnson's Island in the office of the Ottawa County Engineer (excluding Solomon and Bancsi). A complete record of the names and lot numbers for whom JIPOA has billing responsibility shall be attached as a schedule to the Operating Agreement (the "JIPOA Billing Accounts"). JIPOA's annual contribution to the Road Commission shall be based on the number of Owners appearing on the schedule of JIPOA Billing Accounts

for the year in question. Each Owner shown on the schedule of JIPOA Billing Accounts shall pay one Annual Share, regardless of the number of parcels owned by such Owner in the schedule of JIPOA Billing Accounts.

(c) It is understood and agreed that JIIG intends to prepare and file one or more additional plats of Johnson's Island property pertaining to the land being acquired by JIIG by virtue of the foreclosure and other disposition of assets of Baycliffs Corporation. If such activity shall result in the creation of any additional Owner(s) not included in the schedules of JIPOA and BHOA Billing Accounts, then JIIG shall provide in the deed or other transfer documentation to such Owner(s) a restriction binding such Owner(s) to the terms of this Agreement and the Operating Agreement, requiring payment of such Owner's Annual Share as determined by the Road Commission, and empowering BHOA or JIPOA, as appropriate, to enforce by lien the payment and collection of such Owner's Share. JIIG shall report any such new Owners to the Road Commission, JIPOA and BHOA, with copies of the required transfer documentation. Thereafter, such Owner shall be added to the schedule of BHOA or JIPOA Billing Accounts, as appropriate.

(d) The Road Commission will determine the total amount of the Annual Share owed by Owners on the BHOA Billing Accounts and will bill BHOA for that amount, with payment of 75% to be made by BHOA to the Road Commission of the total amount billed by no later than March 31<sup>st</sup> of the year for which the budget has been determined, with the balance to be billed and paid on or before May 31<sup>st</sup>. Payment shall be made by BHOA irrespective of whether

VUL 0529 PG 283

JOURNALIZED

9 VUL 0529 PG 110

JOURNALIZED



BHOA has received payment from each Owner. Similarly, the Road Commission will determine the total amount of the Annual Share owed by Owners on the JIPOA Billing Accounts and will bill JIPOA for that amount, with payment of 75% to be made by JIPOA to the Road Commission of the total amount billed by no later than March 31<sup>st</sup> of the year for which the budget has been determined, with the balance to be billed and paid on or before May 31<sup>st</sup>. Payment shall be made by JIPOA irrespective of whether JIPOA has received payment from each Owner. The Road Commission shall not have the authority or responsibility for billing and collection of the Annual Shares owed by Owners to BHOA and/or JIPOA.

(e) The Road Commission will be charged with responsibility for establishing the amount of the toll at the Tollgate, provided that before the amount of the present toll is changed, approval must be obtained from the Trustees of both BHOA and JIPOA. In the absence of such approval, the toll at the Tollgate shall not be changed. All revenue generated by the operation of the Tollgate shall be applied by the Road Commission exclusively to the Causeway Budget for whatever period of time is necessary for a sufficient reserve account to be established to ensure funding for the proper maintenance and continued structural integrity of the Causeway. Approval from the Trustees of both BHOA and JIPOA must be obtained before any revenue generated by the operation of the Tollgate can be used for the Island Roads Budget or for any other Road Commission purpose.

**B. ACCESS TO THE ISLAND**

(i) **Pending the Establishment of the Road Commission.** Within thirty (30) days after execution of this Agreement, the parties agree to restore the Tollgate to operating condition with a replacement keypad; the Tollgate will also continue to operate with keycards. The expenses for this replacement keypad and installation shall be paid from the "Road Commission Operating Account" to be established by BHOA and JIPOA (see below, Section C(ii)). Until the Road Commission begins its management of the Island Roads, Causeway and Tollgate, JIPOA and BHOA will cooperatively arrange for the maintenance and repair of the Island Roads, Causeway and Tollgate, which may include the services of contractors as needed, with the expense to be paid from the "Road Commission Operating Account." Contractors performing work on the Island Roads, Causeway and Tollgate shall provide all required Tax Identification #'s to both BHOA and JIPOA as a condition of payment. JIPOA and BHOA agree to cooperate in establishing the means by which Tollgate revenue is collected and deposited in the Road Commission Operating Account, and agree to explore alternatives for the pick-up and deposit of revenue from the Tollgate pending the establishment of the Road Commission. JIPOA and BHOA agree that there will be complete disclosure of (a) Tollgate counter #'s and (b) amount of all deposits of Tollgate revenue to the Road Commission Operating Account each time revenue is removed from the Tollgate. JIPOA and BHOA agree to cooperatively expedite the resolution of any such claim from an Owner or Guest for refund of a toll, without seeking court intervention.

(ii) Following the Establishment of the Road Commission.

Pursuant to the Road Commission Operating Agreement, the Road Commission will be responsible for investigating and implementing an appropriate technology for operating the Tollgate. For 2007, BHOA and JIPOA agree to return to the Island access utilized throughout the summer of 2006 (a combination of keycards and a keypad) while the Road Commission investigates other Tollgate access mechanisms. For 2008 and beyond, the Road Commission will consider and recommend to BHOA and JIPOA a technology which will serve to ensure convenient, toll-free access to the Island for all Owners and their Guests while also seeking to maximize revenue from the use of the Causeway by others. No Owner nor Guest will be denied access through the Tollgate.

C. FUNDS CURRENTLY HELD IN ESCROW

BHOA and JIPOA agree that the funds currently being held in escrow be distributed on or before April 15, 2007 as follows:

(i) The "Johnson's Island Road Account" (Marblehead Bank Account #338407), which has as its source the monies deposited by BHOA members for gate passes, in the approximate amount of \$16,000, shall be distributed in its entirety to BHOA and the account closed.

(ii) The "Causeway Savings Account" (Account #401369), and "Causeway Checking Account" (Account #21202) which have as their source the monies collected at the Tollgate and the \$30,000 contributed by the JIPOA General Fund, in the approximate total amount of \$83,000, shall be distributed as follows: (a) \$30,000 plus interest in the amount of \$363.00 to JIPOA General Fund, (b) the balance, in its entirety, to a new "Road Commission Operating Account" to be established jointly by BHOA and

JIPOA. Pending execution of the Operating Agreement, the parties may elect to implement this provision by replacing the existing signature cards on Account #401369 and #21202 with new signature cards requiring signatures from one representative of both JIPOA and BHOA.

**D. APPROVAL**

BHOA and JIPOA agree to present this Agreement, and the Road Commission Operating Agreement, to the BHOA and JIPOA membership for consideration and such approval as may be required by and in accordance with, the Bylaws and Regulations of BHOA and JIPOA. In the event that this Agreement or the Road Commission Operating Agreement is not approved, for whatever reason, then the stay of proceedings in BHOA v. JIPOA shall be lifted and the parties shall be returned to status quo.

**Baycliffs Homeowners Association**

By: Richard Schulz  
Richard Schulz, Trustee/President

By: Harry Eisman  
Harry Eisman, Trustee/Treasurer

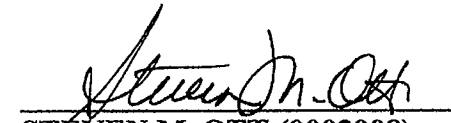
**Johnson's Island Property Owners Association**

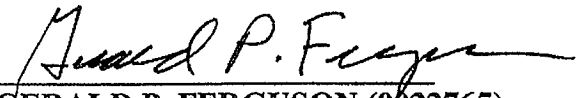
By: Michael Kelly  
Michael Kelly, Trustee/Second Vice President

By: Dianne Rozak  
Dianne Rozak, Trustee/Secretary

By: Harriet D. Bruening  
Harriet D. Bruening, Trustee/Treasurer

APPROVED BY:

By:   
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ATTORNEY FOR PLAINTIFF,  
BAYCLIFFS HOMEOWNERS  
ASSOCIATION, INC.

By:   
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ATTORNEY FOR JOHNSON'S ISLAND  
PROPERTY OWNER'S ASSOCIATION

VOL 0529 PG 288  
JOURNALIZED

14

VOL 0522 PG 123  
JOURNALIZED

# ATTACHMENT B

## BHOA BILLING ACCOUNTS

	LOT	OWNER	COMMENTS
1	1	Tom & Angie Mitchell	
2	2 & 36	Sam & Debra Chiarappa	
3	3	Karen E Hritz (Mike)	
4	4 & 33	R. Bruce Cohagen & Linda K. Montiz	
5	5	Jeffrey & Jodi Dobos	
6	6	William B. & Linda S. Warnecke	
7	7	James R. & Susan E. Waingrow	
8	8 & 9	Theresa Beyer	
9	10	Steven J Kravec	
10	11	J. Kevin & Diane Kelley	
11	12	Dennis Puening (Lydia)	
12	13	Michael J. & Susan L. Lonsway	
13	14	Darcene Selby	
14	15	G. Shannon & Susan Marr	
15	16	Michael R & Debra J. Cardwell	
16	17	Rod & Jeanne Ford	
17	18	Thom G. Davis	
18	19	Ernest D. & Sharon L. Heath	
19	20	Harry L. & Mary Beth Eisman	
20	21 & 22	Richard R. & Cynthia V. Schulz	
21	23	Ed & Pam Walkuski	
22	24	James P. & Linda P. Erickson	
23	25	John R. & Sheila K. Art	
24	26	Robert K. & Lynn P. Art	
25	27	William M. & Marilyn Umlauf	
26	28 & 103	Robert J. Speck	
27	29	William W. Allport	
28	30	Mark & Mary Breitinger	
29	31	Timothy J. & Sally A. Moennich	
30	32	Ken & Barb Noftz	
31	34	Jeff & Kim Ray	
32	35	Mary Corpas	
33	41 71 114	Summit Properties	
34	37	Kurt M. & Kathy R. Seimet	
35	38	Michael C. & Kimberly K. Bossetti	
36	39 & 40	Kathleen L. Pienta	
37	42	Paul & Lee Ann Prestel	
38	43	Rebecca S. Sofka	
39	44	Ronald Lemle	
40	45	Kathleen A. (Mike) Sengstock	
41	46 47 48	Lisa M. Sapp	
42	49 & 54	Grazyna (Grace) Lukuch	
43	50	Sandra M. Roth	
	51 & 109	Todd & Barbara Kroehle	Billed by JIPOA

52 55 63 64 65 66 72 76 115  
116 117 118

JIG

Billed by JIPOA

44

53

VOL 0529 PG 280

Douglas A & Jayna L. Franks

VOL 0529 PG 284

21

JOURNALIZED

JOURNALIZED

45	56	Michael & Carol Priebe	
	57	Jim & Elizabeth A. Redinger	Billed by JIPOA
46	58	Robert & Joan Sturgill	
47	59	Arthur H. & Judy L. Wilms	
48	60	J & J Home and Construction	
49	61	Michael & Sarah Yochheim	
50	62	Dan & Veronica Yochheim	
51	67	James L. & Bonnie L. Berchak	
52	68	Kimberly A. Babich-Speck & Larry Speck	
	69	Glenn & Janice Beachy	Billed by JIPOA
53	70	Timothy J. & Bernadette Conway	
54	73	Stanley & Janet Swartz	
55	74	Mary Ellen Neff	
56	75	Al & Diane Haller	
57	77	David G. & Jane L. Keener	
58	78	Elias L. & Patricia A. Corpas	
59	79	Joseph & Victoria Mashchak	
60	80	Ron & Vicki Vokac	
61	81	Joe & Kelly Gallucci	
62	82	John & Mary Beth Laurita	
63	83	Alexander & Darla Keding	
64	84	Tom & Cheryl Vickers	
65	85	Laura A. Corpas	
66	86	Kimberly Speck	
67	87	Laurie S. Walker	
68	88	Christine Sturn	
69	89	Ronald & Nancy Ray Jandrokovic	
70	90	Bradley A. Weber	
71	91	Dave & Heather Mischler	
72	92	Tom Beaver	
73	93	Gary N. Payeff	
74	94 110 111	Scott & Kathy Nagy	
75	95	C. Joseph Arbogast	
76	96 104	Jacquelyn & Darin Lerch	
77	97	Judith B. Gerhart	
78	98	John E. Jr. & Sandra M. Frey	
79	99	Ali & Roxane Al-Fayez	
80	100	Donald J. Navratil	
81	101	Rob & Wendy Jablonski	
82	102	Timothy & Cindy Ozvath	
83	105	Brian & Kimberly Brian Navratil	
84	106	Joseph J. & Catherine Tarkey	
85	107	William H. Ward, Jr.	
86	108	Ed & Bonnie Matusik	
87	112	John M. Davis	
	113	Frank & Kathy Abramczyk	Billed by JIPOA
88	D	Alex Solomon	
89	n/a	Friends & Descendants	
90	E & H	Steve Bancsi	
91	Common Areas	BHOA	

VOL 0529 PG 290  
JOURNALIZED

VOL 0522 PG 125  
JOURNALIZED

**JPOA Billing Accounts  
2007**

**EXHIBIT**

PENGAD 800-631-6689

    C    

	A	B	C	D
1		LOT	OWNER	COMMENTS
2				
3	1	001 S	Dan Michalske	
4	2	002 S	Thomas Ebner	
5	3	003S	Greg & Karen Linder	
6	4	004 S	Bob & Norma Thoman	
7	5	005 S	Lou & Jackie Cardinale	
8	6	13	Ronald & Luz Ameigh	
9	7	14	Jeff & Patty Neveeman	
10	8	15	Carl & Cynthia Nawalaniec	
11	9	16	Frank & Melinda Lovell	
12	10	19	Tom & Denise Borgio	
13	11	21	Hal & Ellen Clagg	
14	12	25	Jim & Barb McEldowny	
15	13	26	Bill & Pat Sharp	
16	14	28	Joseph Hutman	
17	15	29	Bob & Karen Tucker	
18	16	30	Frank & Mary Bolmeyer	
19		31	Janet Swartz	BHOA to bill
20	17	32	Roy S. Swartz	
21	18	33	David & Elizabeth Fenn	
22	19	36	Allen Alford & Jim Dick	
23	20	38	Donald Snook	
24	21	40	Cindy & Gerald Phillips	
25	22	41	Bob Maynard	
26	23	43	Tom & Debbie Marchese	
27	24	44	Jim & Karen Miller	
28	25	45	Robert & Mary Pigat	
29	26	46	Bob Wilhelmy	
30	27	49	Rich & Tricia Kaman	
31	28	51	Franklin Rozak	
32	29	52	Lazlo & Susanne Tomaschek	
33	30	53	Jim & Eleanor Thompson	
34	31	54	Ronald & Barbara Sterle	
35	32	55	Jim & Carol Scherger	
36	33	56	David & Hannah McLellan	
37	34	57	Ih Foo & Chou Chie Lin	
38	35	59	Stephen & Pamela Portik	
39	36	60	Frank & Cindy Rishe	
40	37	61	Ed & Vickey Carey	
41	38	63	Jack & Dorinne McIver	
42	39	65	Glenn & Lynne Weidling	
43	40	66	Gary Desmond	
44	41	67	Sharon Lyn Whittle	
45	42	68	Chuck & Peg Ruebensall	
46	43	69	Thomas J. Kushner	
47	44	70	Mike & Debi Korinek	
48	45	71	James & Liz Redinger	
49	46	73	Robert Cailor	
50	47	74	Jeff & Carol Troxell	
51	48	75	Steven & Erin Shine	
52	49	76	Bill Musulin	
53	50	78	John "Jack" & Robin King	



**JIPOA Billing Accounts  
2007**

	A	B	C	D
1		LOT	OWNER	COMMENTS
54	51	79	Tim & Jamie Powers	
55	52	81	Karen Gannon & Bradd Rosenquist	
56	53	82	Thomas & Bonnie Showalter	
57	54	83	Christine Rini	
58	55	84	Scott Zgrabik	
59	56	85	Mark & Lisa Kowalski	
60	57	86	David Rosenblatt	
61	58	88	Joseph Leach	
62	59	90	Carmen & Margie LoParo	
63	60	91	Robert & Lynne Castele	
64	61	92	Otto & Barbara Hagele	
65	62	93	Ellen L. Nachman	
66	63	96	Lisa Assim	
67	64	97	Karen M. Metzker	
68	65	100	Sigmund Nachman	
69	66	101	Charlie & Carol Farrell	
70	67	102	Anne Massey	
71	68	104	Kent & Patricia Nicklas	
72	69	105	Ann Petkovich	
73	70	106	Ken & Jeanne Mazer	
74	71	107	Joseph & Cona Butvin	
75	72	108	Bill & Rose Wos	
76	73	109	Charles & Bev DeMario	
77	74	110	Randy & Linda Houlas	
78	75	111	Don & Helen Basel	
79	76	113	Peter & Viola Hessler	
80	77	114	Isalnd A Partnership	
81	78	117	Bob & Rosie Leimkuehler	
82	79	118	Robert & Susan Young	
83	80	119	Thomas & Robin Hardy	
84	81	120	Thomas & Barbara Kowalski	
85	82	121	Laurence & Deborah Drake	
86	83	123	Edward & Deborah Jordan	
87	84	124	Thomas & Melissa Coughlin	
88	85	126	Dale & Susan Sirl	
89	86	127	Fred & Patricia Wittman	
90	87	128	Robert & Kathy Ibos	
91	88	131	Bruce & K. Elaine Libey	
92	89	134	Chris & Sharon Bach	
93	90	135	Marie Uhl	
94	91	136	Mary Buck & Steve Weising	
95	92	137	David Laurenzi, Sr.	
96	93	138	Don Izold	
97	94	139	Harry Sorochman	
98	95	141	Walter & Anne Kwasny	
99	96	143	Robert & Rhonda Weeks	
100	97	146	Jim Crutchfield	
101	98	147	Robert Schwarzer	
102	99	148	Carmon & Neta Oxenrider	
103	100	150	Donna Gauman	
104	101	152	Don & Deanna Cole	
105	102	153	Fred & Joan Bode	

6/4/2007

VOL 0529 PG 292

JOURNALIZED

**JIPCA Billing Accounts  
2007**

	A	B	C	D
1		LOT	OWNER	COMMENTS
106	103	154	Daniel & Edith Halcik	
107	104	155	Tony & Helen Muller	
108	105	157	Edward Manley	
109	106	159	Frank & Kathy Abramczyk	
110	107	160	Carol Koudelka & George Zamecnik	
111	108	163	Norm & Tammy Sadowski	
112	109	164	David & Jane Klugman	
113	110	166	Mike & Marcia Kelty	
114	111	167	Dean & Barbara Sivinski	
115	112	168	Dolores Dobransky	
116	113	169	Ellen Hicks	
117	114	171	Mary Jarosz & Helen Burke	
118	115	173	Richard Rohal	
119	116	175	Dennis & Donna Koeth	
120	117	176	John Yonkof	
121	118	177	Mike & Barb Nawalaniec	
122	119	178	Ed & Edith Patrick	
123	120	179	Alex & Jane Lagusch	
124	121	180	Roger & Jeanne Scheman	
125	122	181	Dennis & Maureen Kennedy	
126	123	182	Robert & Alice Scheman	
127	124	183	Jim & Rita Flanagan	
128	125	184	Ernest Hirzel	
129	126	185	Tom & Carol Tighe	
130	127	187	Henry & Jackie Werner	
131	128	188	Gary & Gayle Zdolshek	
132	129	189	John Lehlbach	
133	130	190	Jerry & Betty Thompson	
134	131	191	Paul and Eileen DeMattia	
135	132	192	Jim & Becky Reinbolt	
136	133	194	Mark Tomon	
137	134	195	Thomas & Gertrude Bradley	
138	135	196	Dianne Rozak & Dan Thompson	
139	136	197	Ahmad & Bonnye Shatila	
140	137	198	Elda, Terri & Diane Krach	
141	138	199	Todd Kroehle	
142	139	201	Roger & Vicki Oberlander	
143	140	203	Ken & Sue Schafer	
144	141	204	Skip Morrisson	
145	142	205	Kim Conway	
146	143	207	John F. Bush	
147	144	210	Robert & Barb Doane	
148	145	213	James & Janice Pardi	
149	146	214	Michael & Karen Hudzinski	
150	147	216	Bob & LaDonna Rengel	
151	148	218	James & Kathy Krueger	
152	149	219	Al & Katy Mazzeo	
153	150	221	Frank & Halle Bruening	
154	151	222	Elizabeth & Vincent Hlavin	
155	152	223	Ruth Tupa	
156	153	225	Raymond Repko	
157	154	226	Greg & Suzan Nobis	

**JIPOA Billing Accounts  
2007**

	A	B	C	D
1		LOT	OWNER	COMMENTS
158	155	227	David & Harriett McConahay	
159	156	228	John & Pam Good	
160	157	229	Ernest & Hazel Dunn	
161	158	230	John & Margaret Gale	
162	159	231	Ronald & Julia Doll	
163	160	232	Dick & Marlene Holkovic	
164	161	237	JIPOA	
165	162	246	Lance Yandel	
166	163	255	Steven D. Mould	
167	164	261	Audra Strnad	
168	165	262	Brian Weseman	
169	166	263	David Tropkoff	
170	167	264	Joseph Gouker	
171	168	265	Gary Burke	
172	169	280	David & Rita Laurenzi, Jr.	
173	170	282	Susan Laurenzi	
174	171	284	Erich & Renate Rock	
175	172	303	David Hessler	
176	173	308	Jeff & JoAnn Uhlik	
177	174	310	Resident Tenant of Wos Rental	
178	175	320	William Kirkpatrick, Jr.	
179	176	321	Terrance Kirkpatrick	
180	177	322	Kevin Kirkpatrick	
181	178	328	Kenneth Zychowski	
182	179	329	Bart Leneghan	
183	180	330	Resident Tenant Bob Hruska	
184	181	330	Carl Clapper & Tiffany Trenka	
185	182	331	Ted & Gina Bedell	
186		333	Grazyna Lukuch	BHOA to bill
187	183	335	Palm Tree Vending	
188	184	339	Shawn Breslin Michael & Bridget Murphy	
189	185	340	Tom & Kay Breslin	
190	186	345	William & Susan Loveland	
191	187	354	Tony & Betty Cianciola	
192	188	358	James Klenkar & Belinda Burwell	
193	189	362	Christy P. Johnson	
194	190	363	William & Susan Keller	
195	191	369	Glenn & Janice Beachy	
196	192	371	Lawrence & Brenda Theurer	
197	193	426	Donald & Kathryn Pearson	
198		427	Jim & Susan Waingrow	BHOA to bill
199	194	428	Susan Ramsey	
200	195	429	James Mazur	
201	196	431	Nancy Cepis	
202	197	435	Joseph & Linda Skoczen	
203	198	436	Frances Misejko	
204	199	439	Bob & Roxann Hazel	
205		441 North 1/2	J. Kevin & Diane Kelley	BHOA to bill
206	200	441 South 1/2	Robert & Christine Kleiber	
207	201	249/250	Johnson Island Investment Group LLC	

VOL 0529 PG 294

6/4/2007

JOURNALIZED

**Amended and Restated Agreement  
Concerning Variance for  
Friends and Descendants of Johnson's Island Civil War Prison, Inc.**

This Amended and Restated Agreement Concerning Variance for Friends and Descendants of Johnson's Island Civil War Prison, Inc. ("Amended and Restated Agreement") is made as of May 15, 2007 by, between and among the Friends and Descendants of Johnson's Island Civil War Prison, Inc. ("Friends"), Heidelberg College ("Heidelberg"), the Johnson's Island Property Owners Association ("JIPOA") and the Baycliffs Homeowners Association ("BHOA"), (collectively, "Parties" or individually "Party").

WHEREAS, on February 6, 2003, Friends (then known as Friends and Descendants of Johnson's Island, Inc.) filed with the Village of Marblehead's Board of Zoning Appeals an application for a use variance to allow limited, private educational and scientific activities to be conducted on approximately 17 acres of land owned by Friends (the "Friends Property") in the interior of Johnson's Island (the "Variance") and

WHEREAS, an Agreement was filed on March 14, 2003 in the office of the Ottawa County Recorder, OR Book 899, Pages 563-576 reciting additional conditions agreed among the Parties for the use of the Friends Property, which Agreement was binding upon the Parties for a term of ten (10) years (the "Original Variance Agreement"); and

WHEREAS, JIPOA and BHOA have entered into that certain Agreement of Understanding dated February 28, 2007 in anticipation of the full and final settlement of issues that have arisen between them concerning the use and maintenance of the Johnson's Island Causeway, Tollgate and all platted, private roads located on Johnson's Island, all of which is more fully described in Ottawa County Common Pleas Court Case No. 04-CVH-202 captioned *Baycliffs Homeowners Association, Inc. v. Johnson's Island Property Owner's Association, et al.*, ("BHOA v. JIPOA"); and

WHEREAS, JIPOA and BHOA seek to have all additional owners of property on Johnson's Island, not represented by JIPOA or BHOA, enter into that certain Operating Agreement for Governance of Johnson's Island Causeway and Roadways (the "Operating Agreement"), of even date herewith; and

WHEREAS, each of the signatories to this Agreement represents that it has the authority to enter into this Amended and Restated Agreement.

NOW, THEREFORE, in consideration of the mutual promises and consideration set forth herein, the Parties agree as follows:

1. From and after May 15, 2007 (the "Effective Date"), this Amended and Restated Agreement shall replace in its entirety the Original Agreement and shall be deemed to be the complete agreement among the Parties concerning the use of the Friends Property.

2. The Parties consent and agree that the Agreed Terms and Conditions stipulated by the Parties concerning the Variance issued by the Marblehead Board of Zoning Appeals in favor of Friends shall be and are hereby amended and restated as set forth in the "Amended and Restated Terms and Conditions for Use Variance for Friends and Descendants of Johnson's Island Civil War

VOL 032 976 293

JOURNALIZED

Prison, Inc." which is attached to and made a part of this Agreement (the "Amended Terms and Conditions").

3. Friends and Heidelberg agree to comply with the Amended Terms and Conditions, and further agree to acknowledge and execute the Operating Agreement.

4 Commencing with 2007, Friends shall contribute to the governance of the Johnson's Island Causeway and Roadways in the same manner as that required of every other owner of property on Johnson's Island as provided in the Operating Agreement. Friends shall be notified in advance of every meeting of the Johnson's Island Road Commission as described in the Operating Agreement and shall have all of the rights, privileges and obligations of an Owner with respect to the Road Commission.

5. Except in emergencies, the Friends Property shall be accessed only by one driveway located on Baycliffs Drive.

6. Friends and Heidelberg agree jointly and severally to indemnify, defend and hold harmless JIPOA and BHOA and their members up to the limits of Friends and Heidelberg's insurance policies, from any liability or damage arising from the activities of Friends and Heidelberg on Johnson's Island and the approaches thereto, except for liability or damage resulting from the gross negligence or intentional acts or omissions by JIPOA or BHOA or their members. Friends and Heidelberg shall obtain and maintain automobile and general liability insurance policies covering their activities on Johnson's Island and the approaches thereto, with limits of not less than \$1 million (automobile) and \$1 million (general liability) per occurrence with umbrella coverage of \$10 million for each (Heidelberg) and \$500,000 (general liability) per occurrence (Friends), and shall use their best efforts to obtain waivers of subrogation from their insurance carriers in favor of BHOA, JIPOA, their members and their insurance carriers. BHOA and JIPOA shall be designated as additional named insured on Friends and Heidelberg's policies and Heidelberg and Friends shall furnish BHOA, JIPOA and the Johnson's Island Road Commission with proof of insurance coverage by January 15 of each year for that year.

7. Friends and Heidelberg agree that, except for planned events as described herein, they shall not promote casual visitor traffic to Johnson's Island. The Parties stipulate that the private educational programs authorized by the Variance to enrolled students and teachers are not prohibited by this provision. The Parties further acknowledge that the 150-year anniversary of the Civil War (2011-2015) will fall during the term of this Agreement. Friends may conduct or participate in occasional Civil War memorial observances, ceremonies and activities on the Friends Property. On any such occasion upon which members of the public are expected to attend, Friends shall notify the Road Commission no less than thirty (30) days in advance, and shall comply and cooperate with all reasonable requests of the Road Commission for the regulation of traffic and the use of the Causeway and island roadways.

8. The Parties hereto agree to consult and cooperate with each other concerning the construction of a building, which may be located on or adjacent to the Friends Property, which will provide rest room facilities, a classroom and, if desired, food preparation facilities for use by the Friends in the conduct of its educational programs on the Friends Property. The Parties further agree that such building may be a freestanding building on the Friends Property for the exclusive use of Friends or, if possible, a multi-purpose building on or adjacent to the Friends Property which may be used as agreed among all of the Parties.

VOL 0329 PG 291  
JOURNALIZED

9. Except as set forth in paragraph 8, above, Friends and Heidelberg agree not to seek any other modification to the Variance which would substantially change the uses permitted by the use variance which is the subject of this Agreement, nor to the zoning classification of the Friends Property, prior to March 14, 2018. Friends and Heidelberg further agrees not to seek any modification to the Variance for the purpose of creating single- or multiple-family building lots at any time prior to March 14, 2023 on any property owned by Friends on Johnson's Island. The Parties further agree that they shall review this Agreement and the Terms and Conditions on or before March 14, 2013 to determine whether additional amendments are necessary or desirable at that time.

10. Upon a prima facie showing of a violation of any material provision of this Agreement by a Party, which violation the Parties are unable to resolve by agreement, any non-violating Parties shall be entitled to immediate temporary injunctive relief prohibiting such violation, in addition to any other rights and remedies available to them.

11. The Parties agree that the Ottawa County Courts shall have jurisdiction to directly enforce, and to directly enjoin violations of, the provisions of this Amended and Restated Agreement without regard to the doctrine of exhaustion of administrative remedies.

12. The Parties shall cause a copy of this Agreement to be recorded with the Ottawa County Recorder. This Agreement shall run with the land and expire on March 14, 2018 unless extended by the Parties, and shall be binding on the Parties, their successors and assigns.

Notices to the Parties shall be directed as follows:

Friends:

David R. Bush, Ph.D., Chairman  
3272 County Road 175  
(419) 448-2327  
email: [dbush@heidelberg.edu](mailto:dbush@heidelberg.edu)

Heidelberg College:

Stephen Storck, Ph.D., V. P. of Administration, CFO  
College Hall, 310 E. Market Street  
Tiffin, OH 44883-2462  
(419) 448-2227  
email: [sstorck@heidelberg.edu](mailto:sstorck@heidelberg.edu)

BHOA

Richard Schulz, President  
3645 Confederate Drive  
Marblehead, OH 43440  
(216) 389-2540  
[rschulz@cschulzbuilding.com](mailto:rschulz@cschulzbuilding.com)

JIPOA

Dennis L. Kennedy, President  
P. O. Box 111  
Marblehead, OH 43440  
(419) 798-8210  
[dlk8ggi@core.com](mailto:dlk8ggi@core.com)

cc: Mary Beth Eisman, Esq.  
4081 Quarrystone Court  
Marblehead, OH 43440  
(419) 798-4903  
[Maribel842@aol.com](mailto:Maribel842@aol.com)

VOL 0529 PG 295

JOURNALIZED



In Witness Whereof, I have hereunto subscribed and sealed this 9<sup>th</sup> day of

May, 2007.

Barb Gabel

Print: BARB GABEL

STATE OF OHIO )

COUNTY OF Ottawa )

SS:

Barb Gabel, Notary Public  
in and for the State of Ohio  
My commission expires  
March 5, 2011

Before me, a Notary Public in and for said County and State, did appear Dennis Kennedy, the President of Johnson's Island Property Owners Association, an Ohio not-for-profit corporation, who did sign the foregoing instrument, and did acknowledge that the same is his free act and deed and the free act and deed of such corporation.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 8 day of May 2007.

Elizabeth E. Davenport

Print: Elizabeth E. Davenport

STATE OF OHIO )

COUNTY OF Ottawa )

SS:



ELIZABETH E. DAVENPORT  
Notary Public, State of Ohio  
My Commission Expires 12-04-2011

Before me, a Notary Public in and for said County and State, did appear Richard Schulz, the President of Baycliffs Home Owners Association, an Ohio not-for-profit corporation, who did sign the foregoing instrument, and did acknowledge that the same is his free act and deed and the free act and deed of such corporation.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 12 day of May 2007.

Mary Beth Ballard

Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

This Instrument Prepared By:  
Mary Beth Ballard-Eisman, Esq.  
4081 Quarrystone Court  
Marblehead, OH 43440

VOL 0529 PG 295

JOURNALIZED



**Amended and Restated Terms and Conditions  
for  
Use Variance for Friends and Descendants of Johnson's Island Civil War  
Prison, Inc.**

A. The Use Variance issued to Friends and Descendants of Johnson's Island Civil War Prison, Inc. ("Friends") shall cover all of the property owned by Friends (the "Friends Property").

B. The uses permitted by the use variance on the Friends Property are limited to the following private educational and scientific programs to be conducted by Heidelberg College ("Program" or "Programs"):

1. The "Experiential Learning Program in Historic Archaeology" program ("ELPHA") for grade school and high school students, which shall not begin earlier than March 1 of each year and shall end no later than June 10 of each year. ELPHA shall not exceed one class per day, and ELPHA class size shall not exceed 24 students averaged over the days on which ELPHA are conducted.

2. The "Summer Archaeological Field School" program ("SAFS") for students enrolled at Heidelberg College ("Heidelberg"), which shall not begin earlier than June 1 of each year and shall not end later than August 31 of each year. SAFS shall not exceed one class per day, and SAFS class size shall not exceed 24 students averaged over the days on which SAFS are conducted.

3. The "Weeklong Archaeological Experiences" program ("WAE") for selected grade school and high school students, which shall not be conducted outside the period prescribed for the SAFS. No more than three WAE shall be conducted in each year, and no WAE class shall exceed 24 students averaged over the days on which WAE are conducted.

4. The "Summer Teacher's Workshop" program ("STW") for grade school and high school teachers, which shall begin no earlier than June 1 and shall end no later than August 31 of each year. Each STW shall be no longer than one week, and not more than three STW shall be conducted each year. No STW class shall exceed 24 students averaged over the days on which STW are conducted.

The term "students" means only persons attending recognized home schools, accredited grade schools, high schools or colleges and adults participating in adult learning experiences organized by Heidelberg. No program or programs shall be conducted in a manner or time that would result in Heidelberg and/or Friends hosting more than 35 persons (students, staff, volunteers, etc.) total on the Island at any time. However, no more than three times per year this number may exceed 35 but no more than 40 persons at any one time. After November 15 of each year, there shall be no activities at the Friends Property except for site protection and maintenance work and preparations for the next instructional season.

C. Friends may construct, use, and maintain in accordance with the terms of the use variance, one gravel parking lot on the Friends Property measuring 30 feet by 100 feet in size. Friends also may construct and use a 20-foot wide gravel driveway (with a 30-foot entrance apron) from Baycliffs Drive to the gravel parking lot. The parking lot shall be screened effectively from view from roads and presently platted lots by plantings of evergreen trees or equally-effective plant material screen. Vehicles shall not be parked anywhere except the parking lot, except that vehicles may be parked on the Johnson's Island Property Owners Association parking lot at the cemetery during student visits to the cemetery.

VOL 0529 PG 300

JOURNALIZED

D. All students and all Program activities shall be conducted at the Confederate Cemetery and adjacent parking lot and on the Friends Property. Foot traffic by students on private property, including the quarry area and marina, is strictly prohibited.

Friends and Descendants of Johnson's  
Island Civil War Prison, Inc.

By: Alan M. [Signature]  
Title: Chairman  
Date: 5/9/07

Baycliffs Homeowners Association

By: Richard Schulz [Signature]  
Title: President  
Date: 5/12/07

Heidelberg College

By: [Signature]  
Title: V.P. FOR ADMINISTRATION & CFO  
Date: 5/9/07

Johnson's Island Property Owners  
Association

By: [Signature]  
Title: PRESIDENT  
Date: 8 MAY '07

**ATTACHMENT E****MEMORANDUM OF JOHNSON'S ISLAND ROAD COMMISSION  
AGREEMENT**

The parties have agreed to record the Judgment Entry of the Court incorporating by reference and attachment the Operating Agreement for Governance of Johnson's Island Causeway and Roadways. Such recording shall be in lieu of a separate Memorandum or other instrument. The Judgment Entry and the Operating Agreement for Governance of Johnson's Island Causeway and Roadways shall act as a declaration of easements, covenants and restrictions running with the land and benefiting and binding all owners of property located on Johnson's Island, in the Village of Marblehead, County of Ottawa and State of Ohio as set forth herein:

**Property within jurisdiction of JIPOA:**

- I. All property platted in Bay Haven Estates Plat Volume 10, Page 10-12 of Ottawa County Records;
- II. All property platted in Bay Haven Estates Plat Volume 10, Page 13 of Ottawa County Records;
- III. All property platted in Bay Haven Estates Plat Volume 12, Page 43 of Ottawa County Records;
- IV. All property platted in Bay Haven Estates Plat Volume 16, Page 24 of Ottawa County Records;
- V. All property platted in Bay Haven Estates Plat Volume 18, Pages 9-9A of Ottawa County Records;
- VI. All property platted in Bay Haven Estates Plat Volume 18, Page 19 of Ottawa County Records;
- VII. All property platted in Bay Haven Estates Plat Volume 19, Page 1 of Ottawa County Records;
- VIII. All property platted in Bay Haven Estates Plat Volume 19, Page 3 of Ottawa County Records;
- IX. All property platted in Bay Haven Estates Plat Volume 20, Page 23 of Ottawa County Records;
- X. All property platted in Shiloh Plat Volume 22, Page 11;

VOL 0529 PG 305

JOURNALIZED

**Property within jurisdiction of BHOA:**

- XI.** All property platted in Baycliffs Subdivision Plat Volume 35, Page 9-9E of Ottawa County Records;
- XII.** All property platted in Baycliffs Subdivision Plat Volume 36, Pages 5-11 of Ottawa County Records;
- XIII.** All property platted in Baycliffs Subdivision Plat Volume 39, Pages 7-8 of Ottawa County Records;
- XIV.** All property platted in Baycliffs Subdivision Plat Volume 41, Page 33-36 of Ottawa County Records;

**Unplatted property acquired by JIIG from Baycliffs Corporation:**

- XV.** PPN 0151303617466000 (Reserved Area "A");
- XVI.** PPN 0151303617477000 (Reserved Area "D");

**Additional properties on Johnson's Island:**

- XVII.** Parcel B deeded to JIPOA member Frances L. Misejko by Volume 747, Page 371 of Ottawa County Records;
- XVIII.** Parcel D deeded to BHOA member Alexander A. Solomon by Volume 442, Page 863 of Ottawa County Records;
- XIX.** Parcel E deeded to non-member Steven Bancsi by Volume 395, Page 401 of Ottawa County Records;
- XX.** Parcel F deeded to JIPOA predecessor-in-interest Johnson's Island Inc. by Volume 269, Page 1085 of Ottawa County Records;
- XXI.** Parcel G deeded to JIPOA by Volume 364, Page 919 of Ottawa County Records;
- XXII.** Parcel H deeded to non-member Steven Bancsi by Volume 395, Page 401 of Ottawa County Records;
- XXIII.** Parcel I deeded to New Party Defendants Sigmund W. & Janet M. Nachman by Volume 767, Page 606 of Ottawa County Records;
- XXIV.** Parcel J deeded to non-members Bartholomew & Mary P. Leneghan by Volume 878, Page 807 of Ottawa County Records;

VOL 0529 PG 303

JOURNALIZED

XXV. Parcels K, L, M, N and O deeded to New Party Defendant Ellen L. Nachman by Volume 878, Page 810 of Ottawa County Records;

XXVI. Property deeded to Friends and Descendants of Johnson's Island Civil War Prison, Inc. by Volume 856, Page 534 of Ottawa County Records.

The parties have attached the following lists of Owners by subdivision and lot numbers for convenience and reference by the Ottawa County Recorder in preparing proper indices for the Operating Agreement. The information contained on these lists may not be accurate or current

### Bay Haven Estates/JIPOA Billing Accounts

<u>Lot Number</u>	<u>Owner of Record</u>
1S	Estate of Daniel Michalske 3064 Memorial Shoreway Marblehead, OH 43440
2S	Thomas Ebner 3880 East Smith Road Medina, OH 44256
3S	Greg & Karen Linder 393 Avon Point Avenue Avon Lake, OH 44012
4S	Bob & Norma Thoman 4550 Commodore Dr. Stow, OH 44224
5S	Lou & Jackie Cardinale 352 Quail Run Broadview Heights, Oh 44147
13	Ronald & Luz Ameigh 4570 Memorial Shoreway Marblehead, OH 43440
14	Jeff & Patty Neverman 1584 Barclay Blvd Westlake, OH 44145
15	Carl & Cynthia Nawalaniec 12340 Schreiber Rd. Valley View, OH 44125
16	Frank & Melinda Lovell 4530 Memorial Shoreway Marblehead, OH 43440-2378
17	Frank & Melinda Lovell 4530 Memorial Shoreway Marblehead, OH 43440-2378
18	Frank & Melinda Lovell 4530 Memorial Shoreway Marblehead, OH 43440-2378
19	Tom & Denise Borgio 26551 Bayfair Dr. Olmsted Falls, OH 44138
20 1/2	Tom & Denise Borgio 26551 Bayfair Dr. Olmsted Falls, OH 44138
20 1/2	Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440
21	Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440
22	Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440
23	Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440
24	Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440
25	Jim & Barb McEldowny 13299 County Hwy 60 Upper Sandusky, OH 43351
26	Bill & Pat Sharp 4430 Memorial Shoreway Marblehead, OH 43440
27	Bill & Pat Sharp 4430 Memorial Shoreway Marblehead, OH 43440
28	Joseph Hutman 4410 Memorial Shoreway Marblehead, OH 43440
29	Bob & Karen Tucker 17306 Aldersyde Dr. Shaker Hts., OH 44120
30	Mary Bolmeyer 4961 Redbay Lane N. Royalton, OH 44133-3164
31	Janet Swartz 7223 Church Street Ste. A 20 Highland, CA 92436
32	Roy S. Swartz 4370 Memorial Shoreway Marblehead, OH 43440
33	David & Elizabeth Fenn 4340 Memorial Shoreway Marblehead, OH 434402342
34	David & Elizabeth Fenn 4340 Memorial Shoreway Marblehead, OH 434402342
35	David & Elizabeth Fenn 4340 Memorial Shoreway Marblehead, OH 434402342
36	Allen & Helen Alford 469 Hickman Road Minford, OH 45653-8619
37 1/2	Allen & Helen Alford 469 Hickman Road Minford, OH 45653-8619
37 1/2	Donald Snook 4310 Memorial Shoreway Marblehead, OH 43440
38	Donald Snook 4310 Memorial Shoreway Marblehead, OH 43440
39	Donald Snook 4310 Memorial Shoreway Marblehead, OH 43440
40	Cindy & Gerald Phillips 3680 Banbury Ct. Santa Rosa, CA 95404
41	Bob Maynard 2661 Haverford Road Columbus, OH 43220
42	Bob Maynard 2661 Haverford Road Columbus, OH 43220

43 Tom & Debbie Marchese 1865 Baldrige Rd. Columbus, OH 43221-4309  
 44 Jim & Karen Miller 31086 Inverness Circle Westlake, OH 44145  
 45 Robert & Mary Pigat 5159 Thomas St. Maple Hts., OH 44137  
 46 Bob Wilhelmy 2738 Kingsbury Dr. Rocky River, OH 44116  
 47 Bob Wilhelmy 2738 Kingsbury Dr. Rocky River, OH 44116  
 48 1/2 Bob Wilhelmy 2738 Kingsbury Dr. Rocky River, OH 44116  
 48 1/2 Rich & Tricia Kaman 819 Sun Ridge Lane Chagrin Falls, OH 44022  
 49 Rich & Tricia Kaman 819 Sun Ridge Lane Chagrin Falls, OH 44022  
 50 Rich & Tricia Kaman 819 Sun Ridge Lane Chagrin Falls, OH 44022  
 51 Franklin Rozak PO Box 459 Marblehead, OH 43440  
 52 Lazlo & Susanne Tomaschek 9550 Chapel Hill Oval Brecksville, OH 44141  
 53 Jim & Eleanor Thompson 1287 Stearns St. Brunswick, OH 44212  
 54 Ronald & Barbara Sterle 13321 Trenton Trail Middleburg Hts., OH 44130  
 55 Jim & Carol Scherger 2510 Fairway Lane Sandusky, OH 44870  
 56 David & Hannah McLellan 306 68<sup>th</sup> Street Holmes Beach, FL 34217  
 57 Ih Foo & Chou Chie Lin 1803 N. Concord Circle Port Clinton, OH 43452  
 58 David & Hannah McLellan 306 68<sup>th</sup> Street Holmes Beach, FL 34217  
 59 Stephen & Pamela Portik 7309 Bayberry Court S. Olmsted Falls, OH 44138-3500  
 60 Frank & Cindy Rische 915 Donnalee Drive Monroe, MI 48162-5107  
 61 Ashland Highland Investment Group LLC, 394 Town Street, Columbus, OH 43215  
 62 Ashland Highland Investment Group LLC, 394 Town Street, Columbus, OH 43215  
 63 Jack & Dorinne McIver 377 Ambleside Way Amherst, OH 44001  
 64 Jack & Dorinne McIver 377 Ambleside Way Amherst, OH 44001  
 65 Glenn & Lynne Weildling 181 Bradley Road Bay Village, OH 44140  
 66 Gary Desmond 15 Surrey Court #3 Monroeville, OH 44847-9793  
 67 Sharon Lyn Whittle 5607 Theota Ave. Parma, OH 44129  
 68 Chuck & Peg Ruebensaal 432 Park Place Berea, OH 44017  
 69 Thomas J. Kushner 895 Archer Rd. Bedford, OH 44146  
 70 Mike & Debi Korinek 4549 Lander Road Orange Village, OH 44022  
 71 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 72 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 73A Robert Cailor 4339 Copley Road Copley, OH 44321  
 73PT Robert Cailor 4339 Copley Road Copley, OH 44321  
 73PT Jeff & Carol Troxell 6383 Somerset Dr. North Olmsted, OH 44070  
 74 Jeff & Carol Troxell 6383 Somerset Dr. North Olmsted, OH 44070  
 74A Jeff & Carol Troxell 6383 Somerset Dr. North Olmsted, OH 44070  
 75 PT Steven & Erin Shine 139 Edison Drive Milan, OH 44846  
 75A Steven & Erin Shine 139 Edison Drive Milan, OH 44846  
 76PT Steven & Erin Shine 139 Edison Drive Milan, OH 44846  
 75PT Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 76PT Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 76A Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 77 Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 78 John "Jack" & Robin King 2640 Bradley Rd Westlake, OH 44145  
 78A John "Jack" & Robin King 2640 Bradley Rd Westlake, OH 44145  
 79 Tim & Jamie Powers 4499 Regal Dr. Copley, OH 44321  
 79A Tim & Jamie Powers 4499 Regal Dr. Copley, OH 44321  
 80 Tim & Jamie Powers 4499 Regal Dr. Copley, OH 44321  
 80A Tim & Jamie Powers 4499 Regal Dr. Copley, OH 44321  
 81 Karen Gannon & Bradd Rosenquist 2621 McVey Blvd. W. Worthington, OH 43235-2833  
 82 Thomas & Bonnie Showalter 7177 Innisfree Lane Dublin, OH 43017  
 83 Christine Rini 7405 Nethersole Dr Middleburg Hts., OH 44130

- 84 Scott Zgrabik 3914 Memorial Shoreway Marblehead, OH 43440
- 85 Mark & Lisa Kowalski 1366 Arborcrest Hinckley, OH 44233
- 86 David Rosenblatt 22211 Westchester Road Shaker Hts., OH 44122
- 87 David Rosenblatt 22211 Westchester Road Shaker Hts., OH 44122
- 88 Joseph Leach 7100 E. Pleasant Valley Road Independence, OH 44131
- 89 Joseph Leach 7100 E. Pleasant Valley Road Independence, OH 44131
- 90 Carmen & Margie LoParo 644 Bridgeside Dr. Avon Lake, OH 44012
- 91 Robert & Lynne Castele 892 Lawrence St. Medina, OH 44256
- 92 Otto & Barbara Hagele 3828 Memorial Shoreway Marblehead, OH 43440
- 93 Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036
- 94 Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036
- 95 Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036
- 96 Lisa Assim 3794 Memorial Shoreway Marblehead, Ohio 43440
- 97 Karen M. Metzker 867 Shagbark Trail Medina, OH 44256
- 98 Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142
- 99 Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142
- 100 Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142
- 101 Charlie & Carol Farrell 1385 Queen Anne's Gate Westlake, OH 44145
- 102 Anne Massey 350 Bar Harbor Drive Bay Village, OH 44140
- 103 Anne Massey 350 Bar Harbor Drive Bay Village, OH 44140
- 104 Kent & Patricia Nicklas 12047 Fox Grove Strongsville, OH 44149
- 105 Ann Petkovich 12550 Lake Road #1109 Lakewood, OH 44107
- 106 Ken & Jeanne Mazer 8666 Jenna Drive Broadview Hts., OH 44147
- 107 Joseph & Cona Butvin 14365 Mill Hollow Lane Strongsville, OH 44136
- 108 Bill & Rose Wos 3684 Memorial Shoreway Marblehead, OH 43440
- 109 Charles & Bev DeMario 1268 Well-o-Wood Hubbard, OH 44425
- 110 Randy & Linda Houlas 28925 Turnbridge Road Bay Village, OH 44140
- 111 Don & Helen Basel 9006 McCracken Road Garfield Hts., OH 44125
- 112 Don & Helen Basel 9006 McCracken Road Garfield Hts., OH 44125
- 113 Peter & Viola Hessler 4434 Hillside Road Seven Hills, OH 44131
- 114 The Island A Partnership, 6055 Rockside Woods #200, Independence, OH 44131
- 115 Peter & Viola Hessler 4434 Hillside Road Seven Hills, OH 44131
- 116 Peter & Viola Hessler 4434 Hillside Road Seven Hills, OH 44131
- 117 Bob & Rosie Leimkuehler 30055 Persimmon Dr. Westlake, OH 44145
- 118 Robert & Susan Young 9608 N. Bexley Dr. Strongsville, OH 44136
- 119 Thomas & Robin Hardy 3584 Memorial Shoreway Marblehead, OH 43440
- 120 Thomas & Barbara Kowalski 17976 Fox Hollow Drive Strongsville, OH 44136
- 121 Laurence & Deborah Drake 3564 Memorial Shoreway Marblehead, OH 43440
- 122 Laurence & Deborah Drake 3564 Memorial Shoreway Marblehead, OH 43440
- 123 Edward & Deborah Jordan 323 Brookshire Oval Hinckley, OH 44233-9618
- 124 Thomas & Melissa Coughlin 657 Treedale Lane Avon Lake, OH 44012
- 125 Thomas & Melissa Coughlin 657 Treedale Lane Avon Lake, OH 44012
- 126 Dale & Susan Sirl 7539 York Road Parma, OH 44130
- 127 Fred & Patricia Wittman 8992 Dunham Road Litchfield, OH 44253
- 128 Robert & Kathy Ibos 3492 Memorial Shoreway Marblehead, Ohio 43440
- 129 Robert & Kathy Ibos 3492 Memorial Shoreway Marblehead, Ohio 43440
- 130 Robert & Kathy Ibos 3492 Memorial Shoreway Marblehead, Ohio 43440
- 131 Bruce & K. Elaine Libey 3452 Memorial Shoreway Marblehead, OH 43440
- 132 Bruce & K. Elaine Libey 3452 Memorial Shoreway Marblehead, OH 43440
- 133 1/2 Bruce & K. Elaine Libey 3452 Memorial Shoreway Marblehead, OH 43440
- 133 1/2 Chris & Sharon Bach 8996 Cinnabar Drive Brecksville, Ohio 44141
- 134 Chris & Sharon Bach 8996 Cinnabar Drive Brecksville, Ohio 44141

VOL 0529 PG 30

135 Marie Uhl 6982 Greenleaf Ave. Parma Hts., OH 44130  
 136 Mary Buck & Steve Weising P.O. Box 0379 Marblehead, OH 43440  
 137 David Laurenzi, Sr. 6941 Drexel Dr. Seven Hills, OH 44131 David Sr.  
 138 Don Izold 20475 Bunker Hill Dr. Fairview Park, OH 44126  
 139 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 140 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 141 Walter & Anne Kwasny 7600 Wake Robin Dr. Parma, OH 44130  
 142 Walter & Anne Kwasny 7600 Wake Robin Dr. Parma, OH 44130  
 143 Robert & Rhonda Weeks 7250 Capilano Drive Solon, OH 44139  
 144 Mike & Marcia Kelty 7128 Coventry Woods Lane Dublin, OH 43017  
 145 Mike & Marcia Kelty 7128 Coventry Woods Lane Dublin, OH 43017  
 146 Jim Crutchfield Apt 802 1 Canal Square Plaza Akron, Ohio 44308  
 147 Louisa W. Schwarzer c/o Bob Schwarzer 73 Sullivan Road Potsdam, NY 13676  
 148 Carmon & Neta Oxenrider 12636 Ward Dr. Chesterland, OH 44026-2529  
 149 Carmon & Neta Oxenrider 12636 Ward Dr. Chesterland, OH 44026-2529  
 150 Donna Gauman 3254 Memorial Shoreway Marblehead, OH 43440-2360  
 151 Donna Gauman 3254 Memorial Shoreway Marblehead, OH 43440-2360  
 152 Don & Deanna Cole 31726 Commodore Court Avon Lake, OH 44012  
 153 Fred & Joan Bode 491 McEntree Drive Wadsworth, OH 44281  
 154 Daniel Sr. & Edith Halcik 7514 East Ann Way Scottsdale, AZ 85260  
 155 Tony & Helen Muller 3206 Memorial Shoreway Marblehead, OH 43440  
 156 Tony & Helen Muller 3206 Memorial Shoreway Marblehead, OH 43440  
 157 Edward Manley 7295 State Rd. Parma, OH 44134  
 158 1/2 Edward Manley 7295 State Rd. Parma, OH 44134  
 158 1/2 Frank & Kathy Abramczyk 16801 Aldersyde Dr. Shaker Hts., OH 44120  
 159 Frank & Kathy Abramczyk 16801 Aldersyde Dr. Shaker Hts., OH 44120  
 160 George Zamecnik & Carol Koudelka 8022 Sandstone Dr. Sagamore, OH 44067  
 161 George Zamecnik & Carol Koudelka 8022 Sandstone Dr. Sagamore, OH 44067  
 162 S George Zamecnik & Carol Koudelka 8022 Sandstone Dr. Sagamore, OH 44067  
 1/2  
 162 N Norm & Tammy Sadowski 4225 Wood Hollow Dr. Mantua, OH 44255  
 1/2 Norm & Tammy Sadowski 4225 Wood Hollow Dr. Mantua, OH 44255  
 163 Norm & Tammy Sadowski 4225 Wood Hollow Dr. Mantua, OH 44255  
 164 David & Jane Klugman 174 Plymouth Dr. Bay Village, OH 44140  
 165 David & Jane Klugman 174 Plymouth Dr. Bay Village, OH 44140  
 166 Mike & Marcia Kelty 7128 Coventry Woods Lane Dublin, OH 43017  
 167 Dean & Barbara Sivinski 1007 Lansmere Lane Columbus, OH 43220  
 168 Dolores Dobransky 4107 Cullen Drive Cleveland, OH 44105  
 169 Ellen Hicks 3106 Memorial Shoreway Marblehead, OH 43440  
 170 Ellen Hicks 3106 Memorial Shoreway Marblehead, OH 43440  
 171 Mary Jarosz & Helen Burke 572 Wildbrook Drive Bay Village OH 44140  
 172 Mary Jarosz & Helen Burke 572 Wildbrook Drive Bay Village OH 44140  
 173 Richard Rohol 331 Beeler Dr. Berea, OH 44017  
 174 Richard Rohol 331 Beeler Dr. Berea, OH 44017  
 175 Dennis & Donna Koeth 437 Delaware Drive Brunswick, Ohio 44212  
 176 John Yonkof PO Box 215 Marblehead, OH 43440-0215  
 177 Mike & Barb Nawalaniec 23802 Wonneta Pkwy Westlake, OH 44145  
 178 Ed & Edith Patrick 1549 Marview Dr. Westlake, OH 44145  
 179 Alex & Jane Lagusch 869 Lookout Point Dr. Worthington, OH 43235  
 180 Roger & Jeanne Scheman 3001 Confederate Dr. Marblehead, OH 43440  
 181 Dennis & Maureen Kennedy 3011 Confederate Dr. Marblehead, OH 43440  
 182 Robert & Alice Scheman 3021 Confederate Dr. Marblehead, OH 43440  
 183 Jim & Rita Flanagan 3564 Bradford Ave. Columbus, OH 43220  
 184 Ernest Hirzel 523 Oregon Road Northwood, OH 43619



185 Tom & Carol Tighe 3061 Confederate Dr. Marblehead, OH 43440  
 186 Tom & Carol Tighe 3061 Confederate Dr. Marblehead, OH 43440  
 187 Henry & Jackie Werner 350 Riverside Drive Rossford, OH 43460  
 188 Gary & Gayle Zdolshek 7544 Old Quarry Lane Brecksville, OH 44141  
 189 John and Holly Lehlbach 3600 Columbia Rd. Westlake, OH 44145  
 190 Jerry & Betty Thompson 400 Fox Road Lexington, Ohio 44904  
 191 Paul and Eileen DeMattia 4002 Pine Forest Dr. Parma, Oh 44134  
 192 The Ottawa Company 5426 Ridge Road Wadsworth, OH 44281  
 193 The Ottawa Company 5426 Ridge Road Wadsworth, OH 44281  
 194 Mark R. Tomon 7062 Greenbriar Dr. Parma Hts., OH 44130  
 195 Thomas & Gertrude Bradley 9401 Mandell Perrysburg, OH 43551  
 196 Dianne Rozak & Dan Thompson 3265 Confederate Dr. Marblehead, OH 43440  
 197 Ahmad & Bonnye Shatila 12773 Webster Rd. Strongsville, OH 44136  
 198 Elda, Terri & Diane Krach 450 Parklawn Dr. Rocky River, OH 44116  
 199 Todd Kroehle 26956 Windwood Way Olmsted Township, OH 44138  
 200 Todd Kroehle 26956 Windwood Way Olmsted Township, OH 44138  
 201 Roger & Vicki Oberlander 2000 Stetzer Rd. Bucyrus, OH 44820  
 202 1/2 Roger & Vicki Oberlander 2000 Stetzer Rd. Bucyrus, OH 44820  
 202 1/2 Ken & Sue Schafer 2710 St. Rt. 99 S. Monroeville, OH 44847  
 203 Ken & Sue Schafer 2710 St. Rt. 99 S. Monroeville, OH 44847  
 204 Skip Morrisson 3345 Confederate Drive Marblehead, OH 43440  
 205 Kim Conway 620 Roosevelt Ave. Cuyahoga Falls, OH 44221  
 206 Kim Conway 620 Roosevelt Ave. Cuyahoga Falls, OH 44221  
 207 John F. Bush 3385 Confederate Drive Marblehead, OH 43440  
 208 John F. Bush 3385 Confederate Drive Marblehead, OH 43440  
 209 John F. Bush 3385 Confederate Drive Marblehead, OH 43440  
 210 Robert & Barb Doane 8536 Tanglewood Trail Chagrin Falls, OH 44023  
 211 Robert & Barb Doane 8536 Tanglewood Trail Chagrin Falls, OH 44023  
 212 Robert & Barb Doane 8536 Tanglewood Trail Chagrin Falls, OH 44023  
 213 James & Janice Pardi 2227 Ashbury Close Powell, OH 43065  
 214 Karen Hudzinski 32991 Chamwood Oval Solon, OH 44139  
 215 Karen Hudzinski 32991 Chamwood Oval Solon, OH 44139  
 216 Bob & LaDonna Rengel 1507 Shelby St. Sandusky, OH 44870  
 217 Bob & LaDonna Rengel 1507 Shelby St. Sandusky, OH 44870  
 218 Kathryn Krueger, Trustee 3485 Confederate Dr. Marblehead, OH 43440  
 219 Albert & Katherine Mazzeo 10893 Lakebrook Dr. Kirtland, OH 44094  
 220 1/2 Albert & Katherine Mazzeo 10893 Lakebrook Dr. Kirtland, OH 44094  
 220 1/2 Harriet D Bruening 3515 Confederate Drive Marblehead, Ohio 43440  
 221 Harriet D Bruening 3515 Confederate Drive Marblehead, Ohio 43440  
 222 Elizabeth & Vincent Hlavin 5211 Devon Drive North Olmsted, OH 44070-3038  
 223 1/2 Elizabeth & Vincent Hlavin 5211 Devon Drive North Olmsted, OH 44070-3038  
 223 1/2 Ruth Tupa 6815 Sunset Ave. Independence, OH 44131  
 224 Ruth Tupa 6815 Sunset Ave. Independence, OH 44131  
 225 Raymond Repko 3208 Tuxedo Ave. Parma, OH 44134-1337  
 226 Greg & Suzan Nobis 4730 Marysville Rd. Delaware, OH 43015  
 227 David & Harriett McConahay 3575 Confederate Dr. Marblehead, OH 43440  
 228 John & Pam Good 4602 Prestwick Crossing Westlake, OH 44145  
 229 Ernest & Hazel Dunn,  
 230 John & Margaret Gale 17819 Fox Hollow Drive Strongsville, OH 44136  
 231 Ronald & Julia Doll 7620 Silver Beech Lane Mentor, OH 44060  
 232 Dick & Marlene Holkovic 3625 Confederate Drive Marblehead, OH 43440  
 233 Tom & Carol Tighe 3061 Confederate Dr. Marblehead, OH 43440

234 Tom & Carol Tighe 3061 Confederate Dr. Marblehead, OH 43440  
 235 Johnson's Island Property Owners Association, P.O. Box 111 Marblehead, OH 43440  
 236 Johnson's Island Property Owners Association, P.O. Box 111 Marblehead, OH 43440  
 237 Johnson's Island Property Owners Association, P.O. Box 111 Marblehead, OH 43440  
**238-241 no lots with these numbers**  
 242 Part Alex & Jane Lagusch 869 Lookout Point Dr. Worthington, OH 43235  
 242 Part Dennis & Maureen Kennedy 3011 Confederate Dr. Marblehead, OH 43440  
 243 Part Alex & Jane Lagusch 869 Lookout Point Dr. Worthington, OH 43235  
 243 Part Dennis & Maureen Kennedy 3011 Confederate Dr. Marblehead, OH 43440  
 244 Part Alex & Jane Lagusch 869 Lookout Point Dr. Worthington, OH 43235  
 244 Part Dennis & Maureen Kennedy 3011 Confederate Dr. Marblehead, OH 43440  
 245 Part Alex & Jane Lagusch 869 Lookout Point Dr. Worthington, OH 43235  
 245 Part Dennis & Maureen Kennedy 3011 Confederate Dr. Marblehead, OH 43440  
 245 1/2 Lance & Linda Yandell 12931 S. Woodside Dr. Chesterland, OH 44026  
 246 Lance & Linda Yandell 12931 S. Woodside Dr. Chesterland, OH 44026  
 247 Lance Yandell & Joe Casey 12931 S. Woodside Dr. Chesterland, OH 44026  
 248 Lance Yandell & Joe Casey 12931 S. Woodside Dr. Chesterland, OH 44026  
 249 Baycliffs Corp., P.O. Box 743, Avon, OH 44011  
 250 Baycliffs Corp., P.O. Box 743, Avon, OH 44011  
 251 Ellen Hicks 3106 Memorial Shoreway Marblehead, OH 43440  
 252 Ellen Hicks 3106 Memorial Shoreway Marblehead, OH 43440  
 253 Dean & Barbara Sivinski 1007 Lansmere Lane Columbus, OH 43220  
 254 Dean & Barbara Sivinski 1007 Lansmere Lane Columbus, OH 43220  
 255 Steven D. Mould 9441 Island Rd. N. Ridgeville, OH 44309-4607  
 256 Steven D. Mould 9441 Island Rd. N. Ridgeville, OH 44309-4607  
 257 Norm & Tammy Sadowski 4225 Wood Hollow Dr. Mantua, OH 44255  
 258 Norm & Tammy Sadowski 4225 Wood Hollow Dr. Mantua, OH 44255  
 259 George Zamecnik & Carol Koudelka 8022 Sandstone Dr. Sagamore, OH 44067  
 260 Frank & Kathy Abramczyk 16801 Aldersyde Dr. Shaker Hts., OH 44120  
 261 Leonard & Audra Strnad 3195 Memorial Shoreway Marblehead, OH 43440  
 262 Leonard & Audra Strnad 3195 Memorial Shoreway Marblehead, OH 43440  
 263 David Tropkoff 1564 McKinley Ave. Brunswick, OH 44212-3357  
 264 Joseph Gouker 7501 Southampton Dr. North Royalton, OH 44133  
 265 Gary Burke 3245 Memorial Shoreway Marblehead, OH 43440  
 266 Gary Burke 3245 Memorial Shoreway Marblehead, OH 43440  
 267 Donna Gauman 3254 Memorial Shoreway Marblehead, OH 43440-2360  
 268 Donna Gauman 3254 Memorial Shoreway Marblehead, OH 43440-2360  
 269 Carmon & Neta Oxenrider 12636 Ward Dr. Chesterland, OH 44026-2529  
 270 Carmon & Neta Oxenrider 12636 Ward Dr. Chesterland, OH 44026-2529  
 271 Louisa W. Schwarzer c/o Bob Schwarzer 73 Sullivan Road Pottsdam, NY 13676  
 272 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 273 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 274 Mike & Marcia Kelty 7128 Coventry Woods Lane Dublin, OH 43017  
 275 Mike & Marcia Kelty 7128 Coventry Woods Lane Dublin, OH 43017  
 276 Robert & Rhonda Weeks 7250 Capilano Drive Solon, OH 44139  
 277 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 278 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 279 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 280 David & Rita Laurenzi, Jr. 7513 Wilton Lane N. Royalton, OH 44133  
 281 1/2 David & Rita Laurenzi, Jr. 7513 Wilton Lane N. Royalton, OH 44133  
 281 1/2 Susan Laurenzi 1400 Grant Dr. Parma, OH 44134  
 282 Susan Laurenzi 1400 Grant Dr. Parma, OH 44134

283 Mary Buck & Steve Weising P.O. Box 0379 Marblehead, OH 43440  
 284 c/o Rita Laurenzi 7513 Wilton Lane, North Royalton, OH 44133  
 285 c/o Rita Laurenzi 7513 Wilton Lane, North Royalton, OH 44133  
 286 Chris & Sharon Bach 8996 Cinnabar Drive Brecksville, Ohio 44141  
 287 Chris & Sharon Bach 8996 Cinnabar Drive Brecksville, Ohio 44141  
 288 Bruce & K. Elaine Libey 3452 Memorial Shoreway Marblehead, OH 43440  
 289 Edward Manley 7295 State Rd. Parma, OH 44134  
 290 Edward Manley 7295 State Rd. Parma, OH 44134  
 291 Robert & Kathy Ibos 3492 Memorial Shoreway Marblehead, Ohio 43440  
 292 Dale & Susan Sirl 7539 York Road Parma, OH 44130  
 293 Dale & Susan Sirl 7539 York Road Parma, OH 44130  
 294 Dale & Susan Sirl 7539 York Road Parma, OH 44130  
 295 Dale & Susan Sirl 7539 York Road Parma, OH 44130  
 296 Dale & Susan Sirl 7539 York Road Parma, OH 44130  
 297 Laurence & Deborah Drake 3564 Memorial Shoreway Marblehead, OH 43440  
 298 Thomas & Barbara Kowalski 17976 Fox Hollow Drive Strongsville, OH 44136  
 299 Thomas & Barbara Kowalski 17976 Fox Hollow Drive Strongsville, OH 44136  
 300 Robert & Susan Young 9608 N. Bexley Dr. Strongsville, OH 44136  
 301 Bob & Rosie Leimkuehler 30055 Persimmon Dr. Westlake, OH 44145  
 302 Bob & Rosie Leimkuehler 30055 Persimmon Dr. Westlake, OH 44145  
 303 David & Martha Hessler 2425 Pebblebrook Cleveland, OH 44145  
 304 David & Martha Hessler 2425 Pebblebrook Cleveland, OH 44145  
 305 Peter & Viola Hessler 4434 Hillside Road Seven Hills, OH 44131  
 306 Don & Helen Basel 9006 McCracken Road Garfield Hts., OH 44125  
 307 Don & Helen Basel 9006 McCracken Road Garfield Hts., OH 44125  
 308 Jeff & JoAnn Uhlik 6425 Somerset Drive North Olmsted, OH 44070  
 309 Jeff & JoAnn Uhlik 6425 Somerset Drive North Olmsted, OH 44070  
 310 Bill & Rose Wos 3684 Memorial Shoreway Marblehead, OH 43440  
 311  
 Rear 50' Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142  
 311 Ken & Jeanne Mazer 8666 Jenna Drive Broadview Hts., OH 44147  
 312 Ken & Jeanne Mazer 8666 Jenna Drive Broadview Hts., OH 44147  
 313 Kent & Patricia Nicklas 12047 Fox Grove Strongsville, OH 44149  
 314 Kent & Patricia Nicklas 12047 Fox Grove Strongsville, OH 44149  
 315 Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142  
 316 Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142  
 317 Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142  
 318 Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142  
 319 Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142  
 320 William Kirkpatrick, Jr. 32905 Redwood Blvd Avon Lake, OH 44012-1441  
 321 Terrance Kirkpatrick 3599 E. 54<sup>th</sup> Street Cleveland, OH 44105  
 322 Kevin Kirkpatrick 3805 Memorial Shoreway Marblehead, OH 43440  
 323 Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036  
 324 Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036  
 325 Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036  
 326 Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036  
 327 Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036  
 328 Kenneth Zychowski 5920 Kelley Lane. Cleveland, OH 44134  
 329 Bart Leneghan 9794 Silver Leaf Dr. N. Royalton, OH 44133  
 330 Carl Clapper & Tiffny Trenka 17182 Friml Lane Huntington Beach, CA 92649-4511  
 331 Ted & Gina Bedell 1840 Highbridge Road Cuyahoga Falls, OH 44223

332 Thomas & Bonnie Showalter 7177 Innisfree Lane Dublin, OH 43017  
 333 Grazyna Lukuch 3996 South Woodcliff Dr. Marblehead, Ohio 43440  
 334 Karen Gannon & Bradd Rosenquist 2621 McVey Blvd. W. Worthington, OH 43235-2833  
 335 Palm Tree Vending 160 Cornell Ave. Elyria, OH 44035  
 336 Palm Tree Vending 160 Cornell Ave. Elyria, OH 44035  
 337 Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 338 Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 339 Shawn Breslin Michael/Bridget Murphy 4005 Memorial Shoreway Marblehead, OH 43440  
 340 Tom & Kay Breslin 8607 Scenicview Dr. #106 Broadview Hts., OH 44147-3466  
 341 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 342 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 343 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 344 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 345 William & Susan Loveland 2039 Coventry Road Columbus, Ohio 43212  
 346 Sharon Lyn Whittle 5607 Theota Ave. Parma, OH 44129  
 347 Sharon Lyn Whittle 5607 Theota Ave. Parma, OH 44129  
 348 Gary Desmond 15 Surrey Court #3 Monroeville, OH 44847-9793  
 349 Glenn & Lynne Weidling 181 Bradley Road Bay Village, OH 44140  
 350 1/2 Glenn & Lynne Weidling 181 Bradley Road Bay Village, OH 44140  
 350 1/2 Jack & Dorinne McIver 377 Ambleside Way Amherst, OH 44001  
 351 Jack & Dorinne McIver 377 Ambleside Way Amherst, OH 44001  
 352 Ashland Highland Investment Group LLC, 394 Town Street, Columbus, OH 43215  
 353 Ashland Highland Investment Group LLC, 394 Town Street, Columbus, OH 43215  
 354 Tony & Betty Cianciola 4145 Memorial Shoreway Marblehead, OH 43440  
 355 Tony & Betty Cianciola 4145 Memorial Shoreway Marblehead, OH 43440  
 356 David & Hannah McLellan 306 68<sup>th</sup> Street Holmes Beach, FL 34217  
 357 Ih Foo & Chou Chie Lin 1803 N. Concord Circle Port Clinton, OH 43452  
 358 James Klenkar & Belinda Burwell P.O. Box 288 Millwood, VA 22646  
 359 James Klenkar & Belinda Burwell P.O. Box 288 Millwood, VA 22646  
 360 Ronald & Barbara Sterle 13321 Trenton Trail Middleburg Hts., OH 44130  
 361 Jim & Eleanor Thompson 1287 Stearns St. Brunswick, OH 44212  
 362 Christy P. Johnson, 1322 Park Ridge Pl, Cincinnati, OH 45208  
 363 Paul & Barbara Wright, 5675 Argyle Ln, Medina, OH 44256  
 364 Paul & Barbara Wright, 5675 Argyle Ln, Medina, OH 44256  
 365 Tom & Debbie Marchese 1865 Baldrige Rd. Columbus, OH 43221-4309  
 366 Bob Maynard 2661 Haverford Road Columbus, OH 43220  
 367 Bob Maynard 2661 Haverford Road Columbus, OH 43220  
 368 Bob Maynard 2661 Haverford Road Columbus, OH 43220  
 369 Glenn & Janice Beachy 1223 Springtree Lane Westerville, OH 43081  
 370 Glenn & Janice Beachy 1223 Springtree Lane Westerville, OH 43081  
 371 Lawrence & Brenda Theurer 1724 Merl Avenue Cleveland, OH 44109-5649  
 372 David & Elizabeth Fenn 4340 Memorial Shoreway Marblehead, OH 434402342  
 373 David & Elizabeth Fenn 4340 Memorial Shoreway Marblehead, OH 434402342  
 374 Janet Swartz 7223 Church Street Ste. A 20 Highland, CA 92436  
 375 Roy S. Swartz 4370 Memorial Shoreway Marblehead, OH 43440  
 376 Mary Bolmeyer 4961 Redbay Lane N. Royalton, OH 44133-3164  
 377 Joseph Hutman 4410 Memorial Shoreway Marblehead, OH 43440  
 378 Joseph Hutman 4410 Memorial Shoreway Marblehead, OH 43440  
 379 Joseph Hutman 4410 Memorial Shoreway Marblehead, OH 43440  
 380 Bill & Pat Sharp 4430 Memorial Shoreway Marblehead, OH 43440

381 Bill & Pat Sharp 4430 Memorial Shoreway Marblehead, OH 43440  
382 Jim & Barb McEldowny 13299 County Hwy 60 Upper Sandusky, OH 43351  
383 Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440  
384 Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440  
385 Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440  
386 Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440  
387 Tom & Denise Borgio 26551 Bayfair Dr. Olmsted Falls, OH 44138  
388 Frank & Melinda Lovell 4530 Memorial Shoreway Marblehead, OH 43440-2378  
389 Frank & Melinda Lovell 4530 Memorial Shoreway Marblehead, OH 43440-2378  
**390-424 lot numbers not used on plats**  
425 George & Joyce Saad 7485 Winding Way Brecksville, OH 44141  
426 Donald & Kathryn Pearson 8432 Glenbrook Dr. Olmsted Twp., OH 44138  
427 Jim & Susan Waingrow 4605 Memorial Shoreway Marblehead, OH 43440  
428 Susan Ramsey 2185 Bassett Road Westlake, OH 44145  
429 James Mazur 6377 W. 54<sup>th</sup> Street Parma, OH 44129  
430 George & Joyce Saad 7485 Winding Way Brecksville, OH 44141  
431 John Mazur, Ronald & Nancy Cepis 3023 Lincoln Ave. Cleveland, OH 44107  
432 Gary & Gayle Zdolshek 7544 Old Quarry Lane Brecksville, OH 44141  
433 Rebecca Reinbolt 5426 Ridge Road Wadsworth, OH 44281  
434 Mark R. Tomon 7062 Greenbriar Dr. Parma Hts., OH 44130  
435 Joseph & Linda Skoczen 6393 Gale Drive Seven Hills, OH 44131  
436 Frances Misejko 3294 Confederate Dr. Marblehead, OH 43440-2329  
437 Frances Misejko 3294 Confederate Dr. Marblehead, OH 43440-2329  
438 Todd Kroehle 26956 Windwood Way Olmsted Township, OH 44138  
439 Bob & Roxann Hazel 122 Main Street Luckey, OH 43443-0020  
440 Larry Weseman, 626 Madison, Toledo, OH 43604  
441  
North  
1/2 J. Kevin & Diane Kelley 1031 Guadalupe Dr. Parma, OH 44134  
441  
South  
1/2 Robert & Christine Klaiber 19485 Lytle Rd. North Royalton, OH 44133  
442 John F. Bush 3385 Confederate Drive Marblehead, OH 43440  
443 Part Karen Hudzinski 32991 Charmwood Oval Solon, OH 44139  
443 Bob & LaDonna Rengel 1507 Shelby St. Sandusky, OH 44870  
444 Ruth Tupa 6815 Sunset Ave. Independence, OH 44131  
445 Raymond Repko 3208 Tuxedo Ave. Parma, OH 44134-1337  
446 Raymond Repko 3208 Tuxedo Ave. Parma, OH 44134-1337  
447 John & Pam Good 4602 Prestwick Crossing Westlake, OH 44145  
448 Dick & Marlene Holkovic 3625 Confederate Drive Marblehead, OH 43440  
B Frances Misejko 3294 Confederate Dr. Marblehead, OH 43440-2329  
I Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142  
K, L, M,  
N, O Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036

## Baycliffs Subdivision

S/L	Address/Ref. #	Owner
1	4106 E. Baycliffs Dr.	Tom & Angie Mitchell
2	4126 E. Baycliffs Dr.	Sam & Debra Chiarrapa
3	4146 E. Baycliffs Dr.	Dr. Michael & Karen E. Hritz
4	4166 E. Baycliffs Dr.	Bruce Cohagen & Linda Montiz
5	3666 S. Confederate Dr.	Jeffrey & Jodi Dobos

6	3666 S. Confederate Dr.	Bill & Sue Warnecke
7	4605 S. Memorial Shoreway	James R. & Susan E. Waingrow
8	4595 S. Memorial Shoreway	Mrs. Theresa Beyer
9	4585 S. Memorial Shoreway	Mrs. Theresa Beyer
10	4571 E. Forest Glen Ln.	Steven J. Kravec
11	4555 E. Forest Glen Ln.	J. Kevin & Diane Kelley
12	4555 E. Forest Glen Ln.	Lydia N. Puening
13	4523 E. Forest Glen Ln.	Michael J. & Susan L. Lonsway
14	4505 E. Forest Glen Ln.	Mrs. Darcene Selby
15	4487 E. Forest Glen Ln.	G. Shannon & Susan Marr
16	4469 E. Forest Glen Ln.	Michael R. & Debra J. Cardwell
17	4453 E. Forest Glen Ln.	Rod and Jeanne Ford
18	4437 E. Forest Glen Ln.	Thomas G. Davis
19	4423 E. Forest Glen Ln.	Ernest D. & Sharon L. Heath
20	4081 S. Quarrystone Ct.	Harry & Mary Beth Eisman
21	4061 S. Quarrystone Ct.	Richard R. & Cynthia V. Schulz
22	4041 S. Quarrystone Ct.	Richard R. & Cynthia V. Schulz
23	3955 S. Quarrystone Ct.	Ed & Pam Walkuski
24	3935 S. Quarrystone Ct.	James P. & Linda P. Erickson
25	3915 S. Quarrystone Ct.	Sheila K. Art
26	3895 S. Quarrystone Ct.	Lynn P. Art
27	3875 S. Quarrystone Ct.	William M. & Marilyn Umlauf
28	3880 S. Quarrystone Ct.	Robert J. Speck
29	3900 S. Quarrystone Ct.	William W. Allport
30	3920 S. Quarrystone Ct.	Mark and Mary Breitinger
31	3940 S. Quarrystone Ct.	Timothy J. & Sally A. Moennich
32	3960 S. Quarrystone Ct.	Kenneth E. Noftz
33	3980 S. Quarrystone Ct.	Bruce Cohagen & Linda Montiz
34	4010 S. Quarrystone Ct.	Jeffrey & Kim Ray
35	4030 S. Quarrystone Ct.	Mary C. Corpas
36	4050 S. Quarrystone Ct.	Summit Properties
37	4070 S. Quarrystone Ct.	Kurt M. & Kathy R. Seimet
38	4399 E. Forest Glen Ln.	Michael C. & Kimberly K. Bossetti
39	4375 E. Forest Glen Ln.	Kathleen L. Pienta
40	4351 E. Forest Glen Ln.	Kathleen L. Pienta
41	4121 S. Woodcliff Dr.	Summit Properties
42	4095 S. Woodcliff Dr.	Paul Prestel
43	4071 S. Woodcliff Dr.	Richard & Becky Sofka
44	4055 S. Woodcliff Dr.	Ronald Lemle
45	4039 S. Woodcliff Dr.	Kathleen A. Sengstock
46	4023 S. Woodcliff Dr.	Lisa M. Sapp
47	4009 S. Woodcliff Dr.	Lisa M. & Stephen Sapp
48	3983 S. Woodcliff Dr.	Lisa M. Sapp
49	3969 S. Woodcliff Dr.	Grazyna M. Lukuch
50	3955 S. Woodcliff Dr.	Sandra M. Roth
51	3939 S. Woodcliff Dr.	Todd & Barbara Kroehle
52	3936 S. Woodcliff Dr.	Johnson's Island Investment Group LLC
53	3952 S. Woodcliff Dr.	Doug & Jayna Franks
56	4000 S. Woodcliff Dr.	Michael & Carol Priebe
57	4016 S. Woodcliff Dr.	Elizabeth A. Redinger
58	4032 S. Woodcliff Dr.	Robert & Joan Sturgill
59	4048 S. Woodcliff Dr.	Arthur H. & Judy L. Wilms

VOL 0529 PG 313

60	4064 S. Woodcliff Dr.	J & J Homes & Construction LLC
61	4080 S. Woodcliff Dr.	Michael & Sara Yochheim
62	4096 S. Woodcliff Dr.	Dan & Veronica Yochheim
63	4110 S. Woodcliff Dr.	Johnson's Island Investment Group LLC
64	4130 S. Woodcliff Dr.	Johnson's Island Investment Group LLC
65	4150 S. Woodcliff Dr.	Johnson's Island Investment Group LLC
66	4170 S. Woodcliff Dr.	Johnson's Island Investment Group LLC
67	4190 S. Woodcliff Dr.	James L. & Bonnie L. Berchak
68	4210 S. Woodcliff Dr.	Kimberly Babich Speck
69	4230 S. Woodcliff Dr.	Glenn & Janice Beachy
70	4250 S. Woodcliff Dr.	Mr. & Mrs. Tim Conway
71	4165 S. Woodcliff Dr.	Summit Properties
72	4320 E. Forest Glen Ln.	Johnson's Island Investment Group LLC
73	4350 E. Forest Glen Ln.	Stanley & Janet Swartz
74	4370 E. Forest Glen Ln.	Mary Ellen Neff
75	4384 E. Forest Glen Ln.	Allen T. & Diane Haller
76	4398 E. Forest Glen Ln.	Johnson's Island Investment Group LLC
77	4412 E. Forest Glen Ln.	David G. & Jane L. Keener
78	4426 E. Forest Glen Ln.	Elias L. and Patricia A. Corpas
79	4440 E. Forest Glen Ln.	Joseph M. & Victoria Mashchak
80	4460 E. Forest Glen Ln.	Ronald C. & Vivian G. Vokac
81	4440 E. Forest Glen Ln.	Joseph & Kelly Gallucci
82	4440 E. Forest Glen Ln.	John & Mary Beth Laurita
83	4520 E. Forest Glen Ln.	Alexander & Darla Keding
84	4540 E. Forest Glen Ln.	Tom & Cheryl Vickers
85	4560 E. Forest Glen Ln.	Laura A. Corpas
86	4578 E. Forest Glen Ln.	Kim Speck
87	3923 S. Woodcliff Dr.	Laurie S. Walker
88	3646 E. Baycliffs Dr.	Christine R. Sturn
89	3666 E. Baycliffs Dr.	Ronald & Nancy Ray Jandrokovic
90	3686 E. Baycliffs Dr.	Bradley A. Weber
91	3706 E. Baycliffs Dr.	David & Heather Mischler
92	3726 E. Baycliffs Dr.	Thomas W. & Candice Beaver
93	3746 E. Baycliffs Dr.	Gary N. Payeff
94	3746 E. Baycliffs Dr.	Kathy L. Nagy
95	3766 E. Baycliffs Dr.	Mr. C. Joseph Arbogast
96	3895 E. Baycliffs Dr.	Darrin & Jackie Lerch
97	3826 E. Baycliffs Dr.	Judith B. Gerhart, Trustee
98	3846 E. Baycliffs Dr.	John E. Jr. & Sandra M. Frey
99	3866 E. Baycliffs Dr.	Ali & Roxane Al-Fayez
100	3886 E. Baycliffs Dr.	Donald J. Navratil
101	3906 E. Baycliffs Dr.	Bob & Wendy Jablonski
102	3926 E. Baycliffs Dr.	Timothy & Cindy Ozvath
105	3875 E. Baycliffs Dr.	Brian & Kimberly Navratil
106	3855 E. Baycliffs Dr.	Joseph J. and Catherine Tarkey
107	3835 E. Baycliffs Dr.	William H. Ward, Jr.
108	3815 E. Baycliffs Dr.	Ed & Bonnie Matusik/William & Kathy Clark
109	3795 E. Baycliffs Dr.	Todd & Barbara Kroehle
110	3785 E. Baycliffs Dr.	Kathy L. Nagy
111	3765 E. Baycliffs Dr.	Kathy L. Nagy
112	3745 E. Baycliffs Dr.	John M. Davis
113	3715 E. Baycliffs Dr.	Mark & Patricia Horvath

WL 0529 PG 314

114	3695 E/ Baycliffs Dr.	Summit Properties
115	3685 E. Baycliffs Dr.	Johnson's Island Investment Group LLC
116	3675 E. Baycliffs Dr.	Johnson's Island Investment Group LLC
117	3655 E. Baycliffs Dr.	Johnson's Island Investment Group LLC
118	3645 E. Baycliffs Dr.	Johnson's Island Investment Group LLC
D	3635 Confederate Drive	Alex Solomon
E	South Memorial Shoreway	Steven A. Bancsi
F	South Memorial Shoreway Confederate Drive/Baycliffs Drive (Deed Vol. 856, Pg. 534)	Steven A. Bancsi  Friends and Descendants of Johnson's Island, an Ohio not-for-profit corporation

VOL 0529 PG 315  
14 JOURNALIZED