

EXHIBIT 1

AFFIDAVIT OF WILLIAM G. WIZINSKY
AS FIRST HAND WITNESS AND EXPERT WITNESS

1. I am competent to testify.
2. I am a firsthand witness to the events that occurred over the last 30 years.
3. I am an expert witness as a Licensed Architect and Licensed Builder working with Building and Zoning Department for over 40 years with operations of these departments when operating legitimately and within the law. With that experience, I would not violate zoning ordinances or building codes. I have taught Construction Law and worked for State Government and understand the requirements of government operating legitimately and within the law. In my experience with Leelanau County and Township they operated outside their legislative statute authority, denied normal government administrative process, denied official duties and fiducial mandates of their position. This treatment is not only “Disparate Treatment” but in violation of the Criminal Penal Code, and violations of State Statutes and the U.S. and State Constitutions. I was denied the Due Process requirements required under the law that they sued us under.
4. I contacted the City of Novi and they referenced Carmine P. Avantini as a source of help from an expert on zoning and the Michigan Zoning Enabling Act. There were two vital pieces of information for the Court from his Affidavit. He confirmed that the punishment was a \$100 fine for a zoning violation not litigation. The second is:

“Based upon the above information, by suing the Wizinskys directly without seeking administrative remedies, Leelanau Township denied them the protections and due process provided them under the MZEA and the Township Zoning Ordinance. “

Carmine P. Avantini confirmed my due process rights were denied by the Township, a Federal offence.

5. In talking to James Zimmerman, the Building Official of Benzie Township I shared my problem with him. When I told him, it is taxed as a house and labeled a utility structure. He said if it's taxed as a house it is a house. He explained why. In his County there are incidents where people build a pole barn, so they are taxed as a pole barn. They really turn it into a home so they can sell it later as a home. They cannot sell it as a home if it states it's a pole barn on the permit because it is taxed as a pole barn. Even if the house is in compliance with all house codes, it is still a pole barn because that was what the permit was issued stating. It can not change use. Plaintiff's gazebo was permitted in 1992 as a gazebo with no restriction stating it could not be used as sleeping quarters or guest house. The Township Zoning Ordinances has no definition for gazebo, so in 1992 that might have that version of sleeping quarters. Today under Guest House it is defined as a sleeping quarters which is defined today zoning as a sleeping place without kitchen or bathroom facilities. There is no defined definition of gazebo with no restriction on the permit in 1992 or 2018, thereby under R111.2 the Certificate of Occupancy restrictions are unlawful. The 2018 permit has to reflect the 1992 use designation of Gazebo, since it was a repair permit. So, putting Gazebo/Shed is a change of use from 1992 to 2018. This is not permitted, because it is a repair permit, not an original structure.

Thereby the testimony in this document and my: **PLAINTIFF'S OBJECTION TO THE AUGUST 20, 2020 REPORT AND RECOMMENDATION,**

should be taken as sworn testimony as if sworn in as a witness in a trial, thereby to the best of my knowledge as an expert witness and first hand witness the Objection is the truth, the whole truth, so help me God.

Further affiant sayeth not.



William G. Wizinsky

EXHIBIT 2

LEELANAU COUNTY CONSTRUCTION CODE AUTHORITY

3527 Government Center Dr., Ste 109

Suttons Bay, MI 49882

Ph 231-256-9806

Fx 231-256-8333

Permit Number: **PB18-0051**

FB-Building, PB-Structural,
PH-Plumbing,
FP-Plumbing

Expires: **07/25/18**

N FOXVIEW DR
008-800-011-00


WIZINSKY WILLIAM G & ANN M
250 PLEASANT COVE DR
NOVI MI 48377
(248) 219 1225

APPROVED PLANS MUST BE RETAINED ON JOB AND THIS CARD KEPT POSTED UNTIL FINAL INSPECTION HAS BEEN MADE. WHERE A CERTIFICATE OF OCCUPANCY IS REQUIRED, SUCH BUILDING SHALL NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN APPROVED. ALL PERMITS VALID FOR ONE (1) YEAR. 24 HOURS NOTICE REQUIRED FOR INSPECTION. YOU MUST REQUEST INSPECTION.

Res. Utility Structure:

Residential utility structure, Gazebo/shed, 12 x 20, structurally support original structure design after storm

APPROVED



POST THIS CARD SO IT IS VISIBLE FROM THE STREET/ROAD

Footings/Foundation/ Interior inspection results

Leelanau County Residential Building

Permit No: **PB18-0051**

Construction Code Authority

8327 Government Center Drive, Suite 109

Suttons Bay, MI 49882

Phone: (231) 266-8806

Fax: (231) 266-8333

DATE: 01/28/2018

| | |
|---|--|
| <p>N FOXVIEW DR Township: LEELANAU TOWNSHIP Parcel Number: 008-800-011-00</p> | <p>Site Location WIZINSKY WILLIAM G & ANN M Owner 250 PLEASANT COVE DR NOVI MI 48377</p> |
| <p>WIZINSKY WILLIAM G & ANN M 250 PLEASANT COVE DR NOVI MI 48377 Ph# (248) 219 1225 Contractor/Applicant</p> | <p>Issued: 01/28/18 Expiration Date: 07/25/2018 Total Square Feet: 480 Construction Value: 4,800.00 Category: Res. Utility Structure Building Code In Effect: 2015 MI RESIDENTIAL</p> |

Work Description: Residential utility structure, Gazebo/shed, 12 x 20, structurally support original structure design after storm

Stipulations:

| Permit Item | Work Type | Fee Basis | Item Total |
|-------------------------|---------------------------|-----------|------------|
| Base Fee Residential | Bldg Base Fee Residential | 1.00 | 60.00 |
| Const Res All Other | Construction | 4,800.00 | 174.00 |
| Residential Plan Review | Plan Review | 1.00 | 75.00 |

Fee Total: \$299.00
Amount Paid: \$299.00
Balance Due: \$0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or discontinued for a period of 180 days at any time after work has commenced. A permit will be closed when no inspections are requested and/or completed within six months of the date of issuance, or the date of a previous inspection; and, that I am responsible for securing all required inspections and requested in accordance with the applicable code. I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application on his authorized behalf. I agree to adhere to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

Please call (231) 266-8806 to schedule your inspections.

Check #
 Receipt # 00046736
 Permit # PB18-0051
 Payment Validation

Leelanau County



Leelanau County Construction Code Authority

1927 E. Government Center Drive Suite 108

Suttons Bay, MI 49892

Ph: (231) 256 4006

Fax: (231) 256 4333

RECEIPT NUMBER

18 00049738

01/26/2018



WISINSKY WILLIAM G & ANNE M

250 PLEASANT COVE DR

NOVI, MI 48377

| | | | |
|-----------|-------------------------|--|-----------|
| PR18-0051 | Basic Fee Residential | WISINSKY WILLIAM G & ANNE M FOXVIEW DR | \$ 50.00 |
| PR18-0051 | Conor Fee All Other | WISINSKY WILLIAM G & ANNE M FOXVIEW DR | \$ 174.00 |
| PR18-0051 | Residential Plan Review | WISINSKY WILLIAM G & ANNE M FOXVIEW DR | \$ 75.00 |



Cash

Check \$:

Credit:

Visa

\$ 299.00

Transferred



Payment Entry Form

Result: Payment Authorized
Confirmation Number: 39997889

Your payment has been authorized successfully and payment will be processed.

Lebanon County Commission (LCC) acknowledges receipt of your payment. For questions about your account, please call 251-288-6226. Credit card payments will show up as Lebanon Co Credit Card. E-check payments will show up as ACH Payment. Thank you for using our bill payment service.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

| Description | Amount |
|--|---------|
| Monthly phone payment of \$28.00 on Full Name Vision @ Verizon | \$28.00 |
| Subtotal | \$28.00 |
| Convenience Fee | \$5.97 |
| Total Payment: | \$33.97 |

Customer Information

First Name: William D
 Last Name: Murphy
 Address Line 1:
 Address Line 2:
 City:
 State:
 Zip Code: 42507
 Phone Number:
 Email Address:

Payment Information

Payment Date: 01/26/2018
 Card Type: Visa
 Card Number: ****-****-1234

01/26/2018 Date
 By signing this receipt, you agree to the terms and conditions of this service.

You will not see this bill due to your choice of email card statement indicating the amount you paid and will be recorded as Lebanon Co Credit Card if you receive any questions please call 251-288-6226.

EXHIBIT 3

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LEELANAU

THE SHORES HOMEOWNERS ASSOCIATION and
LEELANAU TOWNSHIP,

Plaintiffs,

Case No. 18-10192-CZ

v

Hon. Kevin Elsenheimer

WILLIAM G. WIZINSKY and ANN M. WIZINSKY,

Defendants.

Karrie A. Zeits (P80559)
Jeffrey L. Jocks (67848)
SONDEE, RACINE & DOREN, PLC
Attorneys for Plaintiff The Shores
Home Owners Association
310 W. Front, Suite 300
Traverse City, MI 49684
(231)947-0400

Eric Stempien (P58703)
STEMPIEN LAW FIRM, PLLC
Attorneys for Defendants
29829 Greenfield Road, #102
Southfield, MI 48076
(248) 569-9270

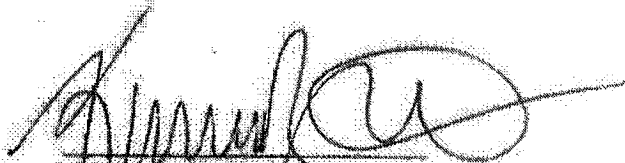
Theodore Seth Kochas (P71761)
BAUCKHAM, SPARKS, THALL, SEEBER,
& KAUFMAN, PC
Attorneys for Leelanau Township
458 W South Street
Kalamazoo, MI 49007
(269)382-4500

SETTLEMENT AGREEMENT, MARCH 14, 2019

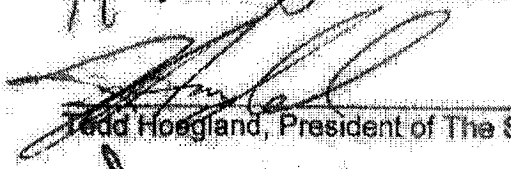
The parties agree to settle this matter pursuant to the following terms:

1. Defendants shall list the property for sale within 30 days of the date of this agreement.
2. The parties agree not to pursue an alleged violation of the Homeowners Association Rules or the Township Ordinances for any condition or activity existing or occurring on the property as of the date of this settlement.
3. If the property is not sold by September 30, 2021, then the pocket judgment may be entered and the structure will be removed and the property returned to its natural state by October 30, 2021. Any non-natural objects, i.e. lawn chairs,

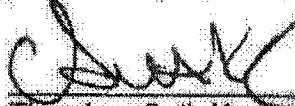
- bricks, cinder blocks, construction materials water bottles, beach chairs, umbrellas, will be removed from the property.
4. The Homeowners Association, Board or members will not intentionally interfere in any way with the sale.
 5. Defendants may dwell on the property for no more than 18 nights per year starting the Friday of Memorial Day and ending on the October 31. Steve Patmore will be notified 3 days prior to any nights' stay.
 6. Removal of the structure must be a condition of the purchase agreement if not removed earlier and occur within 30 days of closing. If removal is a condition of the purchase agreement, Defendants will give the Homeowners Association a copy of the signed purchase agreement.
 7. There will be no more construction or expansion of any structure on the property except for cosmetic interior improvements (such as painting and cabinet repair) and that the holes covered by the tarps may be repaired and the tarps removed and counter may be installed.
 8. There will be no removal of any trees without prior approval of the Shores Homeowners Association.
 9. Defendant shall withdraw and dismiss any investigation into alleged discrimination by plaintiffs within 30 days of the date of this agreement. Defendants will agree not to file any new claims or seek any new investigations for anything occurring prior to the date of this settlement. Defendants will sign an acknowledgment that the issues of discrimination have been resolved by the parties and requesting that any investigations or actions be closed within 30 days of the date of this agreement.
 10. The terms of this agreement shall be set forth in a pocket judgment that may be entered by the plaintiffs if defendant breaches any provision of this agreement. It may also be entered on September 30, 2021, if the property is not sold.
 11. If the defendants breach this agreement and the pocket judgment gets entered as a result, the structure must be removed within 90 days of entry of the pocket judgment.
 12. Defendants shall not violate the Homeowner Association rules or Township ordinances. If alleged to be in violation, defendants shall be given written notice of the alleged violation and 60 days to cure before it shall be deemed to be a violation of this agreement.
 13. Defendants agree to no short term rentals on the property.
 14. If the structure is not removed in compliance with an order of the court, the Homeowners Association or Township may enter the property and remove the structure. Upon doing so, the removing entity will be entitled to put a lien on the property for the cost of removal.
 15. The parties agree to sign a mutual release.
 16. The Laelanau Township Board representative agrees to take this settlement offer back to the Township and seek the board approval. If not approved by the Township, then this agreement is null and void.
 17. Upon approval by the Township Board, and the parties agreement on the terms of the pocket judgment, the parties will dismiss the case with prejudice and without costs save for the possibility of the filing of the pocket judgment.




Kairie A. Zeits (P60559)
Attorney for Plaintiff The Shores HOA



Todd Hoegland, President of The Shores HOA




Theodore Seth Koches (P71761)
Attorney for Leelanau Township



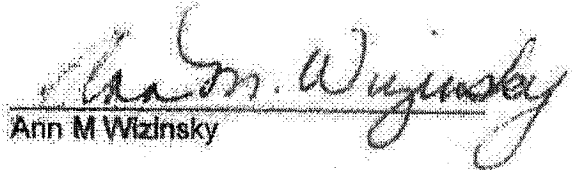
Galen Leighton
Leelanau Township



Eric Stemplien (P58703)
Attorney for Defendants William G.
Wizinsky and Ann M. Wizinsky



William G. Wizinsky



Ann M. Wizinsky

EXHIBIT 4

DO YOU APPROVE THAT YOUR TAX DOLLARS WERE USED TO FORCE A FAMILY TO SELL THEIR LAND/HOME OF 29 YEARS THROUGH "A NUISANCE ORDINANCE" LAWSUIT?

A nuisance lawsuit is usually used to clean up a crime area "house of prostitution" or numerous complaints of "dog barking", excessive noise, smells such as "pigs and horse manure". We were never issued a citation asking us to stop what nuisance we were causing. The lawsuit never stated the specific nuisance to correct so we do not know what nuisance my family caused! We are not prostitutes, have no animals and are quiet people who usually use the property less than 30 days a year! We pay taxes on a Single Family Ranch Class D-10 home.

SETTLEMENT AGREEMENT, MARCH 14, 2019

THE PARTIES AGREE TO SETTLE THIS MATTER PURSUANT TO THE FOLLOWING TERMS:

1. Defendants shall list the property for sale within 30 days of the date of this agreement.
5. Defendants may dwell on the property for no more than 18 nights per year starting the Friday of Memorial Day and ending on the October 31. Steve Palmore will be notified 3 days prior to any nights' stay.
9. Defendant shall withdraw and dismiss any investigation into alleged discrimination by plaintiffs within 30 days of the date of this agreement. Defendants will agree not to file any new claims or seek any new investigations for anything occurring prior to the date of this settlement. Defendants will sign an acknowledgment that the issues of discrimination have been resolved by the parties and requesting that any investigations or actions be closed within 30 days of the date of this agreement.
13. Defendants agree to no short-term rentals on the property.

Settlement agreement signed by Township in closed meeting. Minutes of meeting: "SCRIPPS EXPLAINED THE AMOUNT SPENT ON THE WIZINSKY CASE SEEMED FAIR AS IT COULD HAVE BEEN A LONG BATTLE IF TAKEN TO COURT AND IN THE END BOTH THE TOWNSHIP AND HOMEOWNER'S ASSOCIATION HAVE BOTH GOTTEN THE OUTCOME THEY HAD HOPED FOR."

ASK DOUG SCRIPTS AND THE TOWNSHIP BOARD: HOW DOES IT BENEFIT THE TOWNSHIP TO LITIGATE THE WIZINSKY'S TO SELL THEIR PROPERTY?

WHAT DOES REQUIRING THE WIZINSKY'S TO SELL THEIR PROPERTY HAVE TO DO WITH ORDINANCE COMPLIANCE? WHAT NUISANCE DID THE WIZINSKY'S COMMIT? IS SLEEPING IN YOUR HOME A NUISANCE? TELL THEM YOU DO NOT APPROVE OF PUBLIC FUNDS BEING USED TO FORCE A HOMEOWNER WHO PAYS TAXES TO SELL HIS HOME BECAUSE THE SHORES DOES NOT WANT THEIR FAMILY AS NEIGHBORS ANY LONGER AND THE SHORES CANNOT AFFORD TO SUE THEM, SO THE TOWNSHIP FOOTS THE BILL!

TELL THEM THIS IS IMMORAL, UNETHICAL, UN-AMERICAN AND DOES NOT REFLECT NORTHPORT'S VALUES!

Please, TELL THEM TO RESTORE OUR PROPERTY RIGHTS!

The following link has the documents that support what has occurred to my family:

<https://drive.google.com/drive/folders/1EY17ZuWgverHqTMHrw9AplQy1F1zkZoNd?usp=sharing>

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LEELANAU

THE SHORES HOMEOWNERS ASSOCIATION and
LEELANAU TOWNSHIP,

Plaintiffs,

Case No. 18-10192-CZ

Hon. Kevin Eisenheimer

WILLIAM G. WIZINSKY and ANN M. WIZINSKY,

Defendants.

Ernie A. Zeitz (P60559)
Frederic L. Jocks (67848)
JONDEE, RACINE & DOREN, PLC
Attorneys for Plaintiff The Shores
Home Owners Association
10 W. Front, Suite 300
Evanston City, MI 49824
(313)947-0400

Eric Stempien (P58703)
STEMPIEN LAW FIRM, PLLC
Attorneys for Defendants
29829 Greenfield Road, #102
Southfield, MI 48078
(248) 569-9270

Woodore Seth Koches (P71781)
LUCKHAM, SPARKS, THALL, SEEBER,
KAUFMAN, PC
Attorneys for Leelanau Township
18 W South Street
Hamazoo, MI 49007
(59)982-4500

SETTLEMENT AGREEMENT, MARCH 14, 2019

The parties agree to settle this matter pursuant to the following terms:

1. Defendants shall list the property for sale within 30 days of the date of this agreement.
2. The parties agree not to pursue an alleged violation of the Homeowners Association Rules or the Township Ordinances for any condition or activity existing or occurring on the property as of the date of this settlement.
3. If the property is not sold by September 30, 2021, then the pocket judgment may be entered and the structure will be removed and the property returned to its natural state by October 30, 2021. Any non-natural objects, i.e. lawn chairs,

- bricks, cinder blocks, umbrellas, will be removed.
4. The Homeowner may not do anything with the property in any way with the Defendants.
5. Defendants may be notified 3 days prior to the removal of the structure.
6. Removal of the structure shall be completed no later than the purchase agreement of the property.
7. There will be no pocket judgment entered against the Homeowners Association except for cosmetic items and that the hole in the ground and counter may be filled.
8. There will be no pocket judgment entered against the Homeowners Association.
9. Defendant shall not file any new claims with the court prior to the date of the settlement agreement.
10. The terms of this settlement agreement entered by the parties may also be entered by the court.
11. If the defendants do not settle this matter, the structure shall be removed.
12. Defendants shall comply with all ordinances. If all of the alleged violations of this agreement are removed, the structure shall remain.
13. Defendants agree to pay the costs of the structure.
14. If the structure is not removed, the Homeowners Association shall file a pocket judgment against the property for the cost of the structure.
15. The parties agree to pay the costs of the structure.
16. The Leelanau Township Ordinance shall be enforced back to the Township, then the structure shall be removed.
17. Upon approval by the court, the pocket judgment shall be entered for the costs save for the

Construction materials water bottles, beach chairs,
removed from the property.
The Board or members will not intentionally interfere in

on the property for no more than 18 nights per year starting
Day and ending on the October 31. Steve Patmore will be
any nights' stay.

It must be a condition of the purchase agreement if not
occur within 30 days of closing. If removal is a condition of
it, Defendants will give the Homeowners Association a
lease agreement.

Construction or expansion of any structure on the property
prior improvements (such as painting and cabinet repair)
needed by the tarps may be repaired and the tarps removed
installed.

Removal of any trees without prior approval of the Shores
Board.


Plaintiff and dismiss any investigation into alleged discrimination
occurring prior to the date of this agreement. Defendants will agree
not to seek any new investigations for anything occurring
prior to settlement. Defendants will sign an acknowledgment that
all issues have been resolved by the parties and requesting that
all actions be closed within 30 days of the date of this


Settlement shall be set forth in a pocket judgment that may be
entered if defendant breaches any provision of this agreement. It
shall be entered on or before September 30, 2021, if the property is not sold.
If this agreement and the pocket judgment gets entered as
a judgment, it must be removed within 90 days of entry of the pocket

If a defendant is in violation of the Homeowner Association rules or Township
rules, defendants shall be given written notice
and 60 days to cure before it shall be deemed to be a
violation.

Prohibition of short term rentals on the property.
If removed in compliance with an order of the court, the
Township or Township may enter the property and remove the
rental, the removing entity will be entitled to put a lien on the
property for removal.


Plaintiff in a mutual release.
If the Board representative agrees to take this settlement offer
and seek the board approval. If not approved by the
settlement is null and void.
The Township Board, and the parties agreement on the terms of
the parties will dismiss the case with prejudice and without
admission of liability of the filing of the pocket judgment.



Karle A. Zeits (P60559)
Attorney for Plaintiff/The Shores HOA

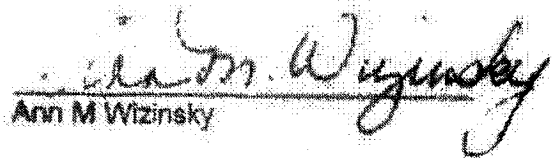

Todd Hoegland, President of The Shores HOA


Theodore Seth Koches (P71781)
Attorney for Leelanau Township


Galen Leighton
Leelanau Township


Eric Stempien (P58703)
Attorney for Defendants William G.
Wizinsky and Ann M. Wizinsky


William G. Wizinsky


Ann M. Wizinsky

Taxed as house which was paid on time every year! Used for 23 years without single complaint on two wooded acres and cannot even be seen. House designed as guest house for future main home to be built. Only 240 square feet. I am a licensed architect and builder for 35 years and had worked for state government, and know what was done to us is not normal government processes and function. When my house was broken into and vandalized, I believe by my neighbors, the Prosecuting Attorney called it a civil matter. (Home visible in winter from only one neighbor's house.)

We adopted our African American daughter and then lost all our property rights after her introduction to The Shores.

County refused to process building repair permit for 3 years after 2015 storm. Exposure significantly increased damage. State of Michigan Civil Rights Division required county to issue building repair permit after racism complaint filed.

Building Permit can only be issued after approval from zoning and health department. Building Permits issued in 1992 and 2018 with all approvals. Approved by the Shores HOA in 1992 and repairs in 2015 (with me hiring a lawyer in 2015).

Had to hire an attorney to be allowed to cut down dead/damaged trees laying on our home! Neighbors threatened every contractor with litigation if they worked for us! Had to hire people from Traverse City for trees; they came in an unmarked vehicle. On the day they showed up to work, their home office was told they would be sued! They were there and did the job! The rest of work had to hire down state for repairs, since everyone locally were threatened.

Issued Certificate of Occupancy in 2018 which means in compliance with all codes, ordinances and laws.

Although all parties are aware, we are taxed as home, public officials knowingly falsify official public documents which is a crime and call it a utility structure, and put in documents CAN NOT SLEEP IN STRUCTURE, after us spending over \$35,000 in repairs. SOUGHT ATTORNEY(S) ADVICE, WAS TOLD NO LEGAL GROUNDS FOR DENIAL OF RIGHTS. SLEEP IN YOUR HOME. "THERE ARE NO SLEEP POLICE." "IF IT IS TAXED AS A HOME, IT IS A HOME." "THEY ARE NOT GOING TO SUE YOU FOR SLEEPING IN YOUR HOME!" I believe this was a created "NUISANCE" for grounds for litigation, which provided the township the excuse to use public funds since The Shores has no just cause and could not afford it.

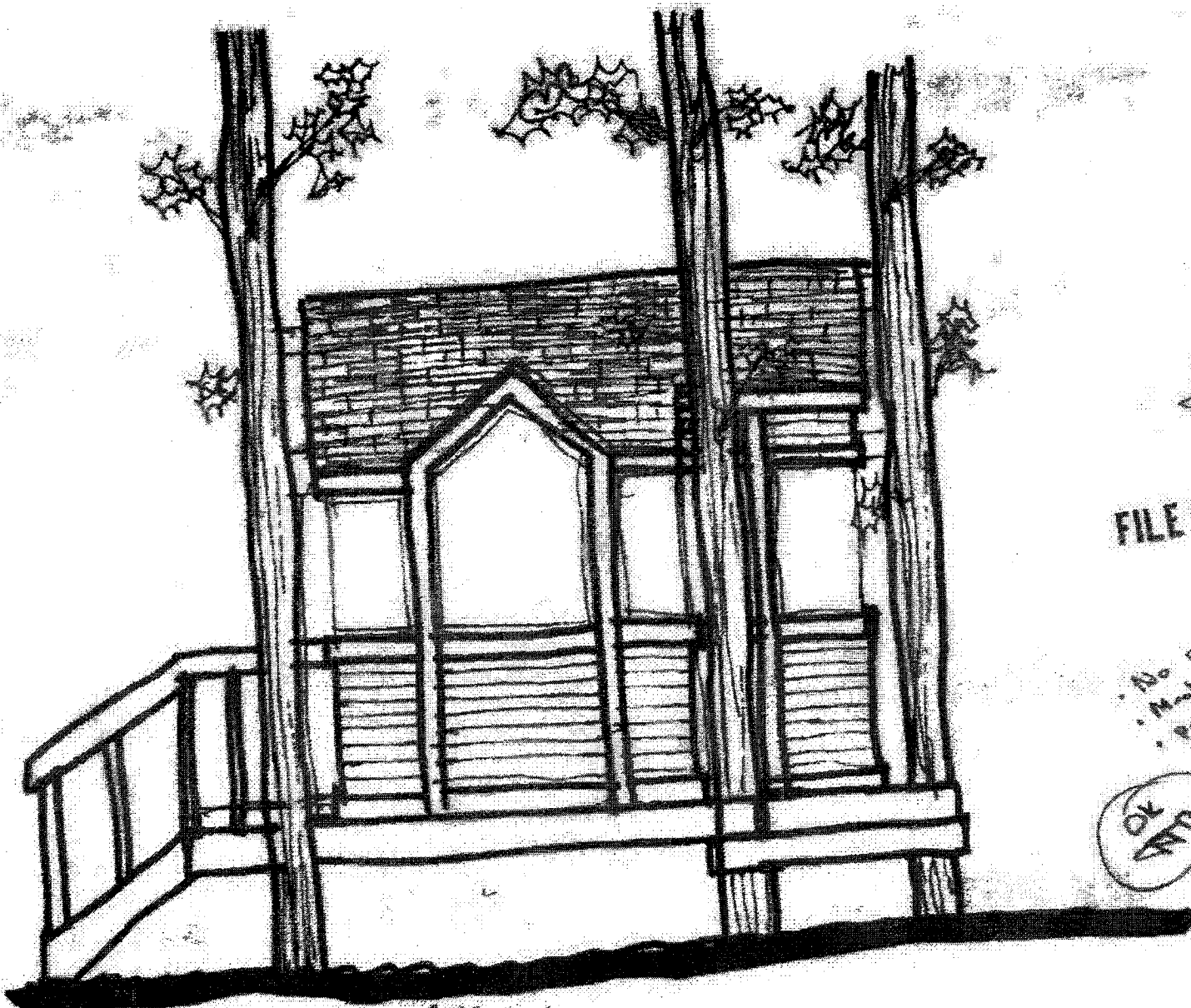
They hired a private detective to see if we were sleeping in our home or car, who took pictures of us from our neighbors for an exhibit in the lawsuit! It was legal for us to sleep in our car but not in our home of 28 years. The picture showed mostly trees with peek-a-boo holes. The Building Inspector lured us up stating he wanted to inspect our fireplace again!

In 2018 Tax Assessor came out to our home, photographs it, and still taxed it as home. This was done a few months before filing litigation. The Township and The Shores sue us for sleeping in our home and for alleged violations of the nuisance ordinance and restrictions, despite just receiving our Certificate of Occupancy and all previous approvals. The Court/Judge is in same building as the public officials who falsified documents! Jurisdiction motion was not even heard after 5 months! We had little confidence in a fair trial since all these people work together. I was informed by the Building Inspector that the Prosecuting Attorney was directly involved in preparing (falsifying) the documents. We were framed by the Prosecuting Attorney for a civil matter, if we did not sell, what next? We felt it was unsafe, here!

Always taxed as home, becomes not a home through false documentation in 2018. Becomes a home again in 2019 after we sign settlement agreement to sell property. Still taxed as a home, but our family not allowed to use it freely. Can rent it to others in a long-term lease.

In settlement:(1) We must list property for sale within 30 days of agreement. (5) Our family can sleep in home 18 days a year until 2021, only after giving zoning official 3-day notice that we are coming. (9) Must drop complaints and investigations for racial discrimination. (13) Can rent home as long term rental but no short-term rental, no requirement to contact zoning for rental. We never rented our home, ever!

EXHIBIT 5



WEST ELEVATION 1/2" = 1'-0"

Leland County
Inspection Dept.
Responsible For Code Compliance
[Signature]
PDR-0651

FILE COPY

No Payment
Must be made
before
construction

RECEIVED

FEB 21 2007

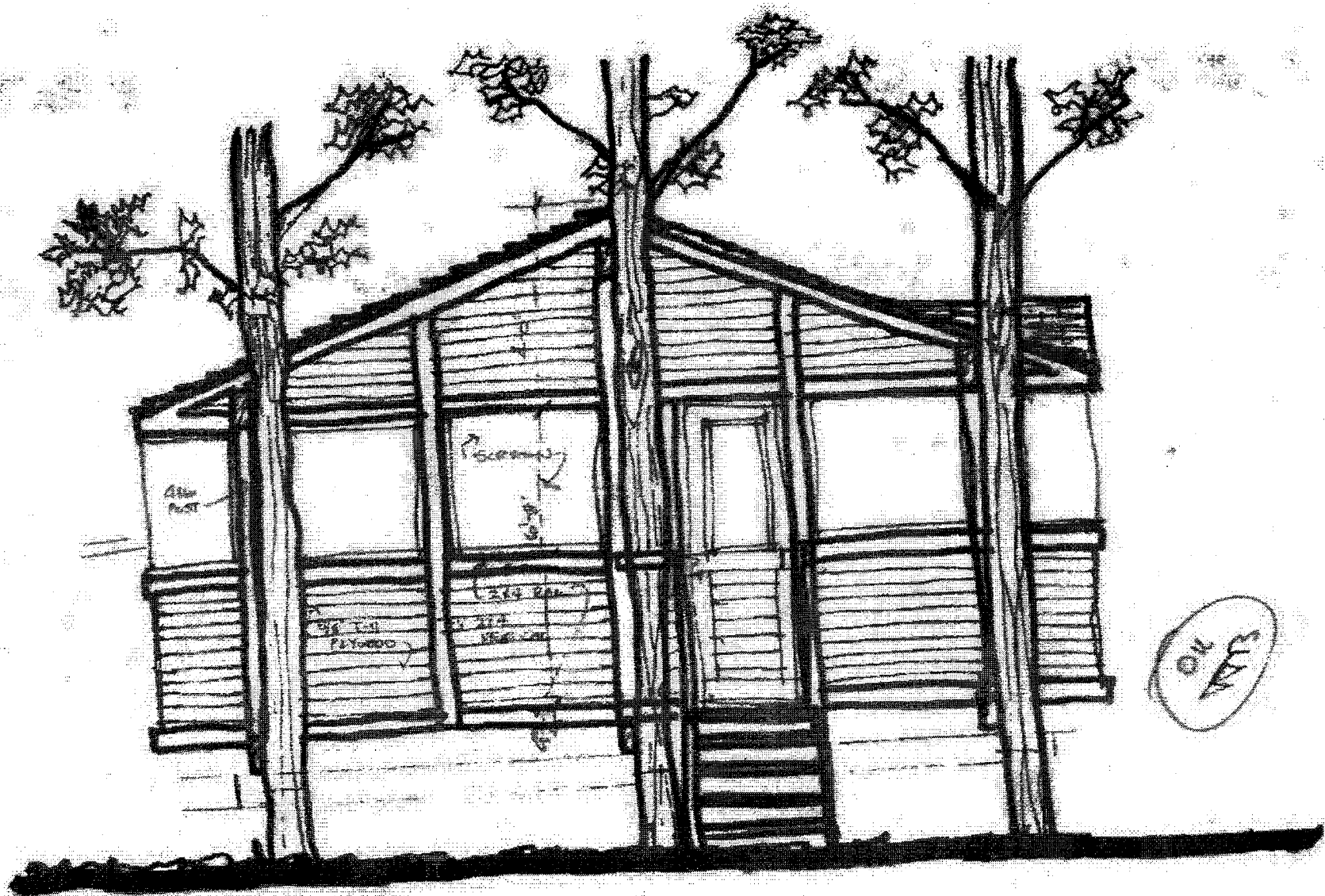
LELAND COUNTY
CONSTRUCTION CODE

OK
ATB

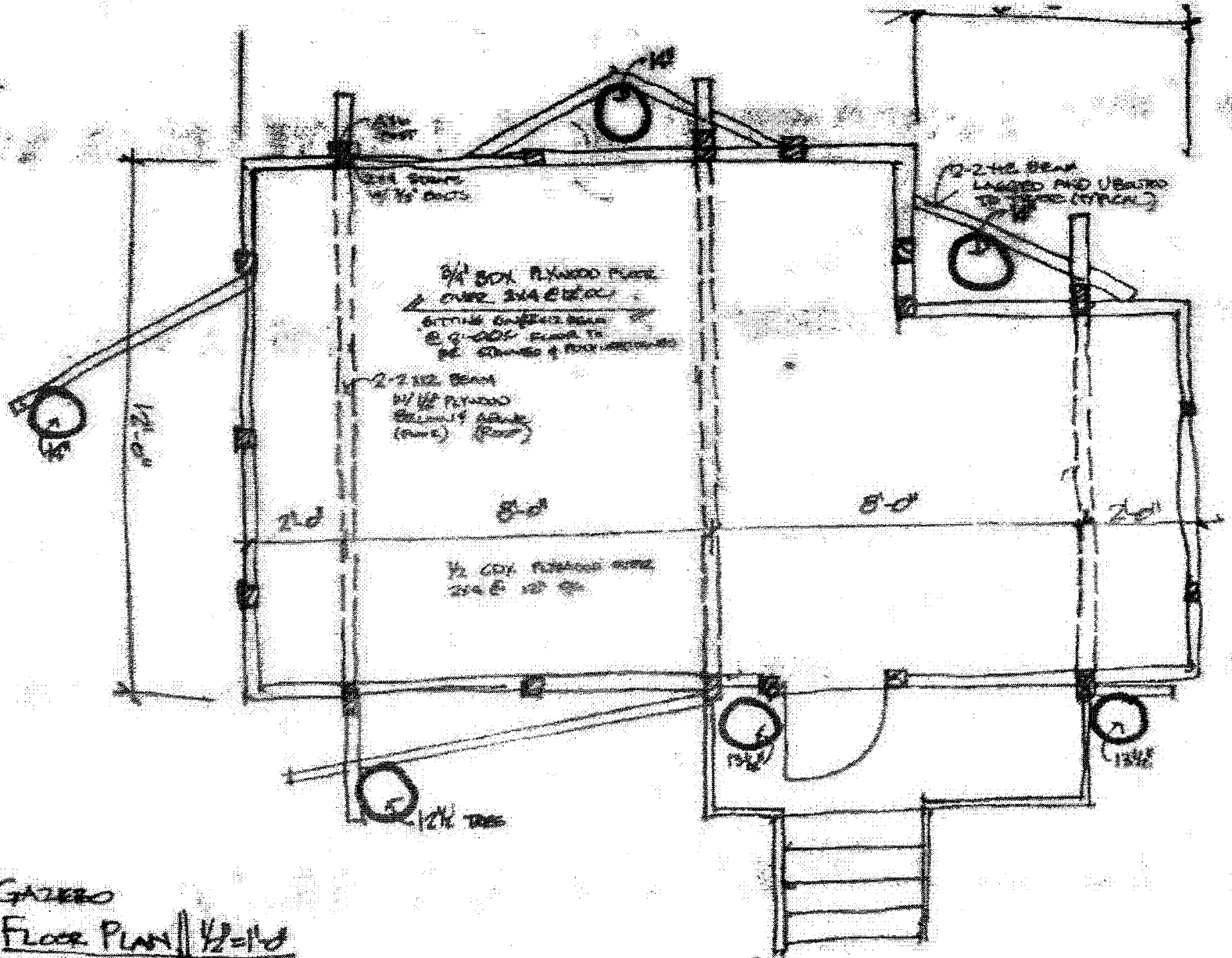
RECEIVED

AUG 10 2007

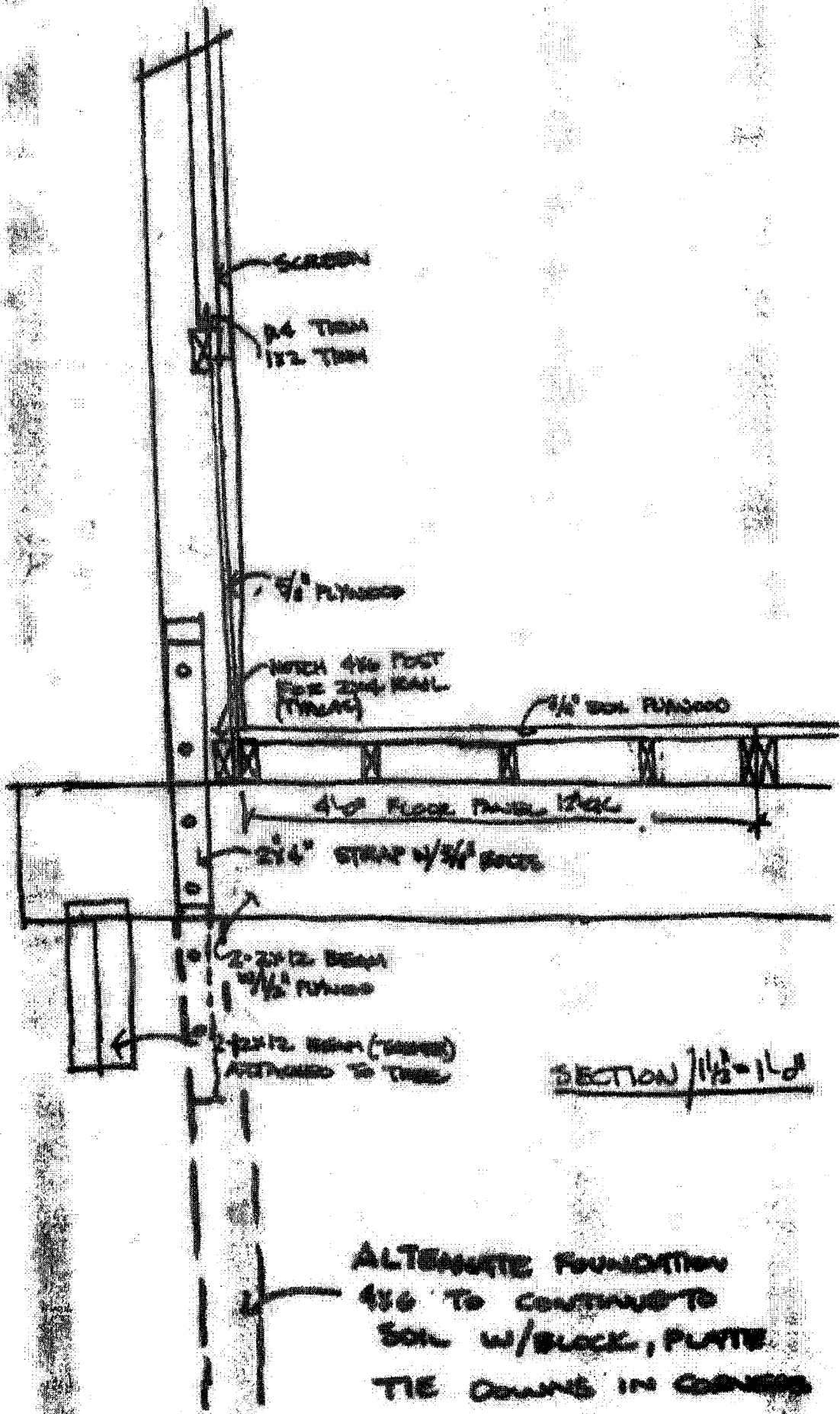
LELAND COUNTY
INSPECTION DEPARTMENT



NORTH ELEVATION 1/2" = 1'-0"



GAZEBO
 Floor Plan 12'-0"



SCREEN

2x4 TRIM
1x2 TRIM

3/4" FINISHED

NOTCH 4x6 POST
FOR 2x4 RAIL
(THROUGH)

1/4" SOIL FINISHED

4x8 FLOOR JOIST 1x8s

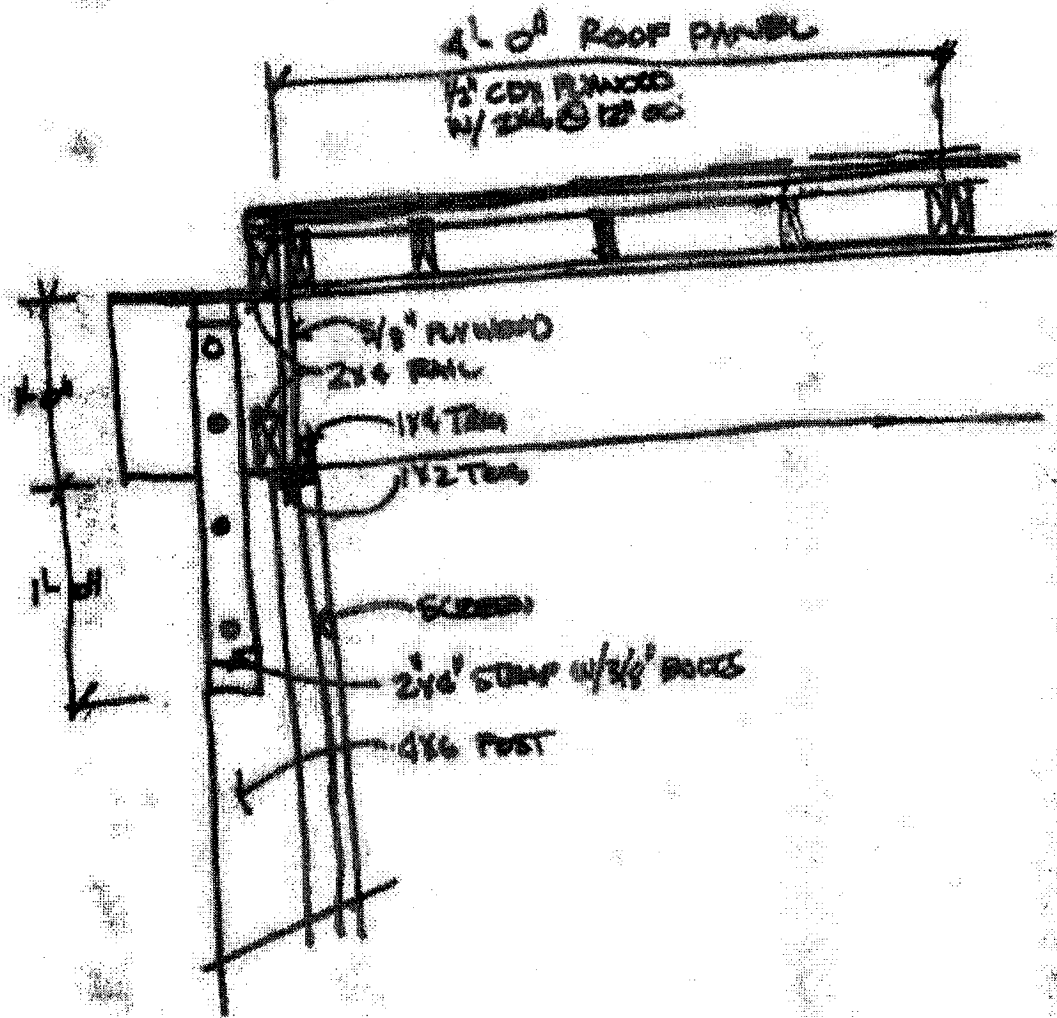
2x4 STRAP 1/4" BOLTS

2x12 BEAM
3/4" FINISHED

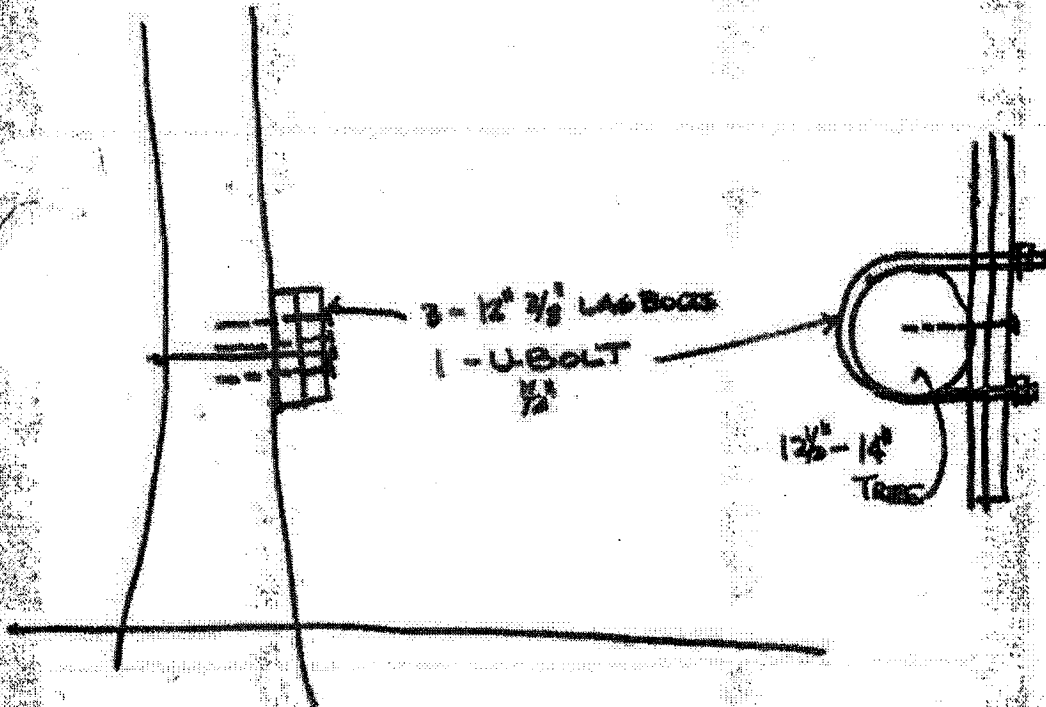
2x12 BEAM (SILL)
ATTACHED TO TREE

SECTION 1/12-11/12

ALTERNATE FOUNDATION
4x6 TO CONNECT TO
SOIL W/BLOCK, PLATE
TIE DOWN IN CORNER

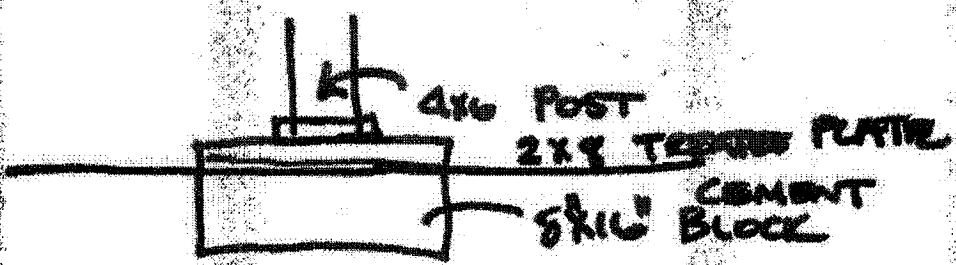


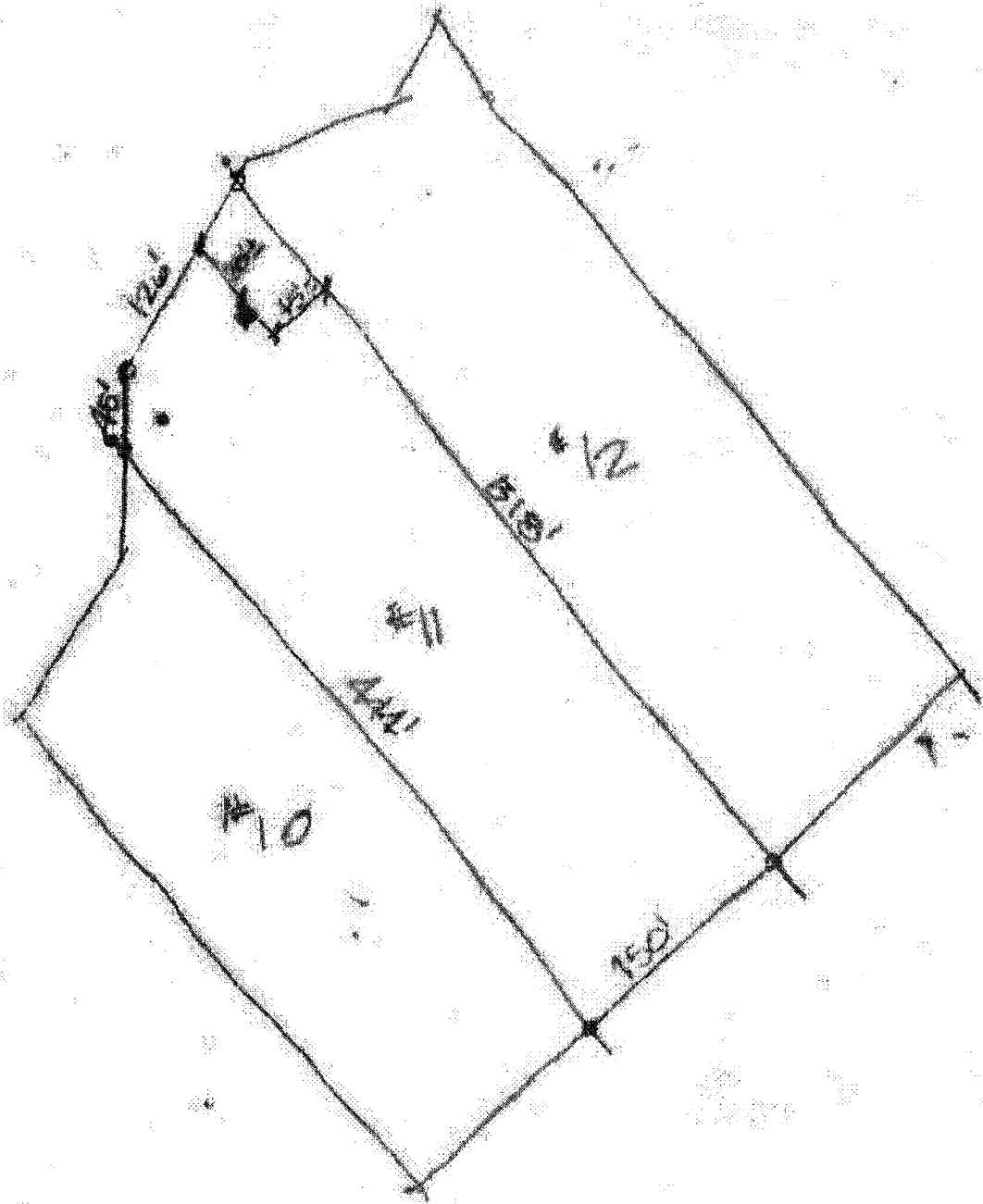
SECTION 1/2" = 1/4" 11



TREE CONNECTION - NO SCALE

ALTERNATE FOUNDATION NO SCALE





SITE PLAN

1" = 100'-0"