

EXHIBIT 21

Making Whole Work Sheet

From: wwizinsky <wwizinsky@aol.com>

To: macdonalda <macdonalda@michigan.gov>

Date: Wed, Jan 10, 2018 9:40 pm

Attachments [Make Whole Worksheet.. \(10 KB\)](#)

Hi Amy,

Here it is. I have some other documents for the shores which will help with your negotiations.
Give em a call to discuss it.

Thanks,

Bill

EXHIBIT 22

Subject:Wizinsky v. The Shores

From: MacDonald, Amy (MDCR) <MacDonaldA@michigan.gov>

To: wwizinsky@aol.com <wwizinsky@aol.com>; Karrie Zeits
<kzeits@sondeeracine.com>

Date: Thu, May 3, 2018 3:17 pm

Good afternoon,

Thank you for both speaking with me today. I wanted to send a brief email to let Mr. Wizinsky know that the Association has declined the last settlement offer. And, as discussed earlier, our office is closing the file. Mr. Wizinsky had asked that I inform you Ms. Zeits that he is planning to work on his property soon since the building permit has been obtained. You had asked when this may occur. Mr. Wizinsky did not have a definitive date when he and talked.

Best of luck to you all,

Amy MacDonald
Civil Rights Investigator
Michigan Department of Civil Rights
Cadillac Place
Suite 3-600
3054 West Grand Boulevard
Detroit, MI 48202
Phone: (313) 456-6873
Fax: (313) 456-3773

EXHIBIT 23

Subject: Your voicemail message

From: MacDonald, Amy (MDGR) <MacDonaldA@michigan.gov>

To: wwizinsky@aol.com <wwizinsky@aol.com>

Date: Mon, Jun 18, 2018 3:45 pm

Good afternoon,

If you have new issues that come up with any of the Respondents, you can file new complaints. The only response needed on the dispo would be if you wanted to appeal the decisions on the cases. Hope that helps!

Take care,

Amy MacDonald
Civil Rights Investigator
Michigan Department of Civil Rights
Cadillac Place
Suite 3-600
3054 West Grand Boulevard
Detroit, MI 48202
Cell: 989-751-6879
Phone: (313) 456-6873
Fax: (313) 456-3773

EXHIBIT 24

Certificate of Occupancy

008-900-011-00

Applicants name and address:

WIZINSKY WILLIAM G & ANN M
250 PLEASANT COVE DR
NOVI MI 48377

Owners name and address:

WIZINSKY WILLIAM G & ANN M
12063 N FOXVIEW DR
NORTHPORT, MI 49670

This is to certify that this building or structure has been inspected and constructed in accordance with the building permit and found to be in compliance with the permit, the code, and other applicable laws and ordinances.

Issued for:	Res. Utility Structure
Site address:	12063 N FOXVIEW DR
Building code in effect:	2015 MI RESIDENTIAL
Building permit number:	PB18-0051
Construction Type:	VS
Use and occupancy classification:	R-3
Occupant Load:	0
Automatic sprinkler system:	N
Special stipulations and conditions:	

STRUCTURE MAY NOT BE USED AS A DWELLING PER LEELANAU TOWNSHIP ZONING ADMINISTRATOR CORRESPONDENCE DATED DEC 12, 2017 AND BENZIE LEELANAU HEALTH DEPARTMENT CERTIFIED LETTER DATED AUG. 13, 2015



Paul Hunter
Building Official

07/11/2018

Date

Certificate Number: OC18-0219

EXHIBIT 25

30. Remedies for Violation-Invalidations. For a violation or a breach of any of these reservations and restrictions by any person claiming by, through or under the reversionary owner or by virtue of any judicial proceedings, the reversionary owner, Leelanau Township (including without limitation, through the withholding of land use permits) and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the reversionary owner shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violations of these reservations and restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of any one or more of the reservations and restrictions by any court of competent jurisdiction in no way shall affect any of the other reservations and restrictions, but they shall remain in full force and effect.

Should any owner fail, neglect or refuse to satisfy and discharge any assessment or lien arising hereunder within thirty (30) days, the reversionary owner, its successors and assigns, shall have the right to interest on such liens at the maximum legal rate per annum, and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in such premises, regardless of how he acquired title, unless otherwise waived or modified in accordance herewith.

A breach of any of the covenants, conditions, reservations or restrictions hereby established shall give the reversionary owner (at the option of reversionary owner exercised by written notice to lot owner in violation) the right of immediate reentry upon and reconveyance of such lot in the event of any such breach, and as to each lot owner in such premises these covenants, conditions, reservations and restrictions shall be covenants running with the land and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the reversionary owner or by the owner of another lot in the subdivision but by no other person.

Provided, further, that should the reversionary owner employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, or reentry, by reason of such breach, all costs incurred in such enforcement,

including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the reversionary owner shall have a lien upon such lot or lots to secure payment of all such accounts.

Provided, further, that the breach of any of the foregoing covenants, conditions, reservations or restrictions, or any remedy by reason of such breach, shall not defeat or render invalid the lien of any institutional mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any such mortgages or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

Provided further, that no delay or omission on the part of the reversionary owner or the owners of other lots in such premises in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the reversionary owner for or on account of his failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the reversionary owner.

31. Amendment. These Protective Restrictions may be amended by recorded instrument at any time only upon written consent of the owners of two-thirds (2/3) of the lots in the subdivision; provided, however, that any provision hereof regarding or affecting the Common Areas or setbacks may not be amended without the express written consent of Leelanau Township. For purposes of this paragraph, the reversionary owner shall be and the same hereby is empowered to consent on behalf of all unsold lots.

32. Severability. In the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.