

EXHIBIT 31

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LEELANAU

THE SHORES HOME OWNERS ASSOCIATION
and LEELANAU TOWNSHIP,

Case No. 18-10192-CZ
Hon. Kevin Elsenheimer

Plaintiffs,

v.

WILLIAM G. WIZINSKY and ANN M. WIZINSKY,

Defendants.

KARRIE A. ZEITS (P60559)
JEFFERY L. JOCKS (P67648)
SONDEE, RACINE & DOREN, PLC
Attorneys for The Shores
310 W. Front Street, Suite 300
Traverse City, MI 49648
(231)947-0400

THEODORE SETH KOCHES (P71761)
BAUCKHAM, SPARKS, THALL, SEEBER
& KAUFMAN, PC
Attorneys for Leelanau Township
458 W. South Street
Kalamazoo, MI 49007
(269)382-4500

WILLIAM G. WIZINSKY
ANN M. WIZINSKY
In Pro Per
250 Pleasant Cove Dr.
Novi, MI 48377

DEFENDANT'S JANUARY 6TH, 2020 LEGAL ARGUMENT
TO BE TRANSCRIBED INTO THE COURT RECORD

(Legal Argument to be transcribed into the Court Record)

Good Morning your Honor,

William G. Wizinsky representing Defendants.

The motions before the Court, the principal law is derived from the US Constitution the Fifth Amendment and the State Constitution 1:17. Both are principled on the concept that the government has to give "Due Process" prior the taking of life, liberty or property. The issue before the Court is not about a parking ticket; it is about being forced to sell my property of 29 years and the destruction of my home without proper legal due process required under the law. This is a big deal! I have done additional research and found "not presented in the filings," legal avenues and case law for this Court to find in our favor.

I believe this Court understands there was no zoning violation in the first place. How could one exist? The 1992 approval process and inspection by the building department approving the foundation and footings, the framing and structural. The 2018 building permit could not have been issued if we were in violation of zoning. Steve Patmore, the zoning official, participated in the building permit process and denied any exterior stairs and we had to keep the footprint in a 12'x 20' footprint. This is written on the approved submitted plans. The house was inspected, and I was asked to make some minor changes in 2018. It was re-inspected and approved. Our structure received a Certificate of Occupancy which confirms compliance with zoning. We were asked by the building department to have another inspection of the fireplace; that was inspected and approved. The building department is the department that verifies compliance under zoning based on the approved plans which zoning had input and was signed off by zoning. I built to the exact specifications of zoning, it was approved and issued a Certificate of Occupancy from that

approval. There never was a zoning violation ever! It was fictitious! It was fraudulent claim. We were then directly sued without ever being issued a citation, a fine or a notice of a violation. All of these are required to be done prior to litigation being filed. All Plaintiffs knew this as a requirement of the Michigan Zoning Enabling act as well as their attorneys. It is common sense and the requirements under the permit process and what building and zoning do every day in their practice.

No zoning violation means the money was embezzled for the litigation! It is that simple!

Even if there was a zoning violation, Plaintiffs violated the Michigan Zoning Enabling Act in its totality.

The issues before this court today are not in dispute and are only about procedural issues that were violated against Defendants.

The first, did the attorneys advice upon Plaintiffs, to sue us without due process violate the Michigan Enabling Act? The answer is yes. Plaintiff violating the Act, Defendants were denied their protective rights and due process required under the act prior to the filing of the litigation thereby the litigation was filed "without legislative authority."

The second issue did Seth Kotch and Karrie Zeits file a Motion and deny me a defense by not serving me, thus violate the Court rules? Yes.

The remedy of both these issues are in our favor through case law which will be presented today. These are easy to understand violation of procedural issues where there is no defense and can and should be reversed by this Court.

I have provided the Court with a proposed order I am going to read sections of it into the record and followed by the supporting evidence, law and case law.

"Plaintiff Leelanau Township "lacked legislative authority" under Michigan Zoning Enabling Act MCL 125.3407 and Leelanau Township Zoning Ordinance 10.6 for filing litigation against Defendants by not fulfilling the fiduciary duties required under the statute and ordinance. They deprived Defendant's the protective rights granted them under the law and the "due process" requirements under the law. They also violated Defendants rights under the Michigan Zoning Enabling Act under MCL 125.3604, Sec. 604 by failing in their fiduciary requirements of the Act denying Defendant's the ability to appeal the decision to a Zoning Board of Appeals and violation of Sec. 605 the ability for Defendant's to appeal to a Circuit Court under the statute."

125.3407 Certain violations as nuisance per se.

The legislative body shall in the zoning ordinance enacted under this act designate the proper official or officials who shall administer and enforce the zoning ordinance and do 1 of the following for each violation of the zoning ordinance:

- (a) Impose a penalty for the violation.**
- (b) Designate the violation as a municipal civil infraction and impose a civil fine for the violation.**
- (c) Designate the violation as a blight violation and impose a civil fine or other sanction authorized by law.**

Plaintiffs did none of this. This would be difficult to do when there actually is no zoning violation. Whether there is a zoning violation or not is a secondary issue to the main issue, Plaintiffs and their Attorney did violate this statute by not protecting our "due process" rights. This is a mandatory requirement under the law to protect the rights of the public from arbitrary and capricious actions by a zoning department.

Every municipality has similar administrative procedures directly derived from the Michigan Zoning Enabling act. Not to adhere to the legislative requirements that empowers the agency result that power being nullified usually under a lack of "due process". This is a matter of law.

Every zoning department in Michigan complies to this and this is the due process used: They send a letter stating the violation, usually certified. They give the person an amount of time to correct the problem. They give the person the process of an appeal of the findings to a zoning board of appeals. If the zoning board of appeals decision is disputed it can be challenged in circuit court. Then and only then if the resolution of the problem is not taken care of, do they proceed with litigation. The reason all zoning departments use this is because the administrative processes are directly derived by this act. We were denied this due process prior to litigation that every other citizen in the state is given!

The Plaintiff violated the MICHIGAN ZONING ENABLING ACT

MCL 125.3604 (1) An appeal to the zoning board of appeals may be taken by a person aggrieved or by an officer, department, board, or bureau of this state or the local unit of government.

125.3605 The decision of the zoning board of appeals shall be final (1) Any party aggrieved by a decision of the zoning board of appeals may appeal to the circuit court for the county in which the property is located.

Since we were never given this opportunity. We are appealing this now through our motions! The Township violated all the requirements under this section, not just one!

The circuit court shall review the record and decision to ensure that the decision meets all of the following requirements:

(a) Complies with the constitution and laws of the state.

Plaintiff Township violated numerous state laws as well as the federal and state constitution

(b) Is based upon proper procedure.

No procedure occurred at all, we were directly sued

(c) Is supported by competent, material, and substantial evidence on the record.

The record shows complete compliance with zoning as per the 1992 building inspection approval and the 2018 building inspection approval and the issuance of a certificate of occupancy.

(d) Represents the reasonable exercise of discretion granted by law to the zoning board of appeals.

We were denied the opportunity to take the case to the zoning board of appeals because of due process denied

The Michigan zoning enabling act section 125. 3605 gives the Court the authority by the legislature to overturn the Townships actions right now, and write an order the Township "lacked legislative authority" under the law because of no due process. It is that simple.

Thereby the litigation filed lacked legislative authority and thereby should be dismissed.

Thereby the entire Settlement Agreement based on the litigation that lacked legislative authority was unlawful should be set aside and all decisions resulting from those actions be nullified

Whether the Court considers this a mistake, accident or fraud under the law the Settlement has to be set aside for no due process under MCL 125. 3605.(b) Is based upon proper procedure. None existed.

Lawrey v. University of Texas Medical Branch
837 S.W.2d 171 (Tex. App. 1992) Cited 15 times

Holding that a "cause of action for rescission accrues when the plaintiff discovered or should have reasonably discovered the fraud, mistake, or other ground" for rescission

Billy Barnes v. Williams
982 So. 2d 494 (Ala. 2007)

However, [redacted] may be reopened for reasons of fraud, accident, or mistake. *Nero v. Chastang*, 358 So.2d 740 (Ala.Civ.App. 1978); see also *Taylor v. Darough*, 547 So.2d 536, 540 (Ala. 1989) ("A release obtained by fraud is void."); *Lowery v. Mutual Loan Soc'y Inc.*, 202 Ala. 51, 53, 79 So. 389, 391 (1918) ("It is elementary law that one who has been induced to enter into a contract by the material misrepresentations of the other party may, if he acts with reasonable promptness upon the discovery of the fraud, rescind the contract in toto. . ."); *Burks v. Parker*, 192 Ala. 250, 68 So. 271 (1915) (noting that when a settlement is obtained by fraud, the [redacted] may be set aside in its entirety); and *Business Credit Leasing, Inc. v. Money's Ford, Inc.*, 582 So.2d 555, 557 (Ala.Civ.App. 1991) ("Moreover, a person induced to enter into a contract by reason of false representations has a right to rescind the contract because of fraud.").

McMahan v. Greenwood

108 S.W.3d 467 (Tex. App. 2003)

Finding that knowledge of the alleged fraud defeated a claim that a settlement [redacted] was procured through fraud

There was no violation of zoning and there was no due process.

What the Township and Shored did was not an accident it was fraud on the Court, on us and on the citizens of the township. Therefore, our settlement agreement needs to be set aside.

I believe the entire case should be dismissed with prejudice based on the fraud, absolute abuse of power and denied due process.

From the proposed order:

"Plaintiff Leelanau Township treated Defendants with "disparate treatment." Defendants were not treated equally under the law as all other property owners. Plaintiff Township by not applying the standard zoning administrative process used by the Leelanau Township Zoning with all other citizens of the Township and as all other Zoning Officials use in the same standards in the State of Michigan which were developed from the Act, such as Defendants were denied:

Send the alleged zoning violator a Certified Letter describing in detail the alleged violation, what needs to be done to correct it, a time line to remedy the violation and an appeals process if there is a disagreement in the violation.

Allow the violator the opportunity to correct the violation on their own.

Allow the violator to appeal the decision to the Zoning Board of Appeals.

Allow the violator to appeal the Zoning Board of Appeals decision to the Circuit Court.

Only then if the violation is not resolved does legal action occur.

The Court does not see these actions as an act of omission or mistake. The Court sees these actions were done with intent for intimidation, harassment and for deceit to defraud.”

Your Honor,

What was done to my family has serious consequences beyond today. When Seth Kotches advised the Township to sue us on a non-existent zoning violation. He advised this client to commit fraud. From that fraud came the embezzlement of public funds, that money then went into his pocket as a lawyer for filing a frivolous lawsuit without merit without legislative authority. He then advised his client to violate the Michigan zoning enabling act in its entirety. This sets a very dangerous precedent if the Court allows this to happen. If this Court does not take corrective actions, this Court will embolden and empower Leelanau Townships Zoning officials and township Board that they are above the law and give them immunity from doing this again. Zoning department historically were used to discriminate against minorities. This Court cannot give this zoning department a free pass to do this again!

From the order:

Attorneys Karrie Zeits and Seth Kotches filed a Motion of Enforcement of the Settlement Agreement and violated MCR 2.107(B)(1)(c) by never serving Defendants any documents for them to file a defense. There is no dispute on this issue.

The Court does not see these actions as an act of omission or mistake. The Court sees this as deceit to defraud the Court and Defendants. The Court sees this was a desperate act for the

protection of discovery of their previous discretions in filing of the litigation" without legal authority."

Your Honor,

They did this several times to me, never served me in pro per ever in this Court!

(e) If an attorney files a notice of limited appearance under MCR 2.117 on behalf of a self-represented party, service of every document later filed in the action must continue to be made on the party, and must also be made on the limited scope attorney for the duration of the limited appearance. At the request of the limited scope attorney, and if circumstances warrant, the court may order service to be made only on the party.

My previous attorney was not properly served and no longer worked for me. They knew I was in Pro per, if it was an accident or mistake: They would have informed the court and we would set aside the order and redo the motion. They used the order in the federal court as an exhibit. They sent me a bill of taxation and required me to file these motions. They act as if they did nothing wrong and without remorse. There is no defense for not serving a Defendant.

About Defendants other motions concerning the Attorneys not properly serving us, I believe becomes moot if the settlement agreement is set aside, but Defendants also are entitled to compensation if the settlement agreement is not set aside. The signed order needs to be set aside, for the motion not served as a matter of law

Petrucelli v. Bohringer and Ratzinger
46 F.3d 1298 (3d Cir. 1995)

Holding that it would have been error as a matter of law if default judgment was entered against defendant who was not served with summons and complaint within 120 days of complaint's filing

Crowley v. Bannister

734 F.3d 967 (9th Cir. 2013)

Holding claims against defendants not served within time set forth in Rule 4(m) are subject to dismissal in absence of showing by plaintiff of "good cause or excusable neglect"

Peralta v. Heights Medical Center, Inc.
485 U.S. 80 (1988)

Holding defendant who was not properly served was not required to establish a meritorious defense

Furthermore, Plaintiff asked for sanctions in his pleading and exemplary damages for the outrageous behavior of Plaintiffs and their attorneys.

In addition, anything else the Court feels as equitable and fair. Therefore, Defendant prays finds in

favor of Defendant's Motions:

Since this cost Defendant significant time and expenses, and it was not done by accident but for the purpose to defraud Defendant and both Courts, Defendant is seeking sanctions and whatever the court deems fair.

We are seeking sanctions and exemplary damages. Punitive damages are not allowed.

BECHTOLD v. MORRIS
443 Mich. 105 (1993) 503 N.W.2d 654

Under MCR 2.114, the circuit court imposed sanctions on a lawyer representing the plaintiff. Despite the attorney's argument that sanctions can be ordered only against a person who files a "pleading" as defined in MCR 2.110(A), the Court of Appeals affirmed. We likewise affirm, because the rules on the signing of pleadings apply to all motions, affidavits, and other papers provided for by the court rules, MCR 2.113(A).

It is not sufficient that the tort be committed intentionally; an award of exemplary damages is justified only when the defendant's conduct is malicious or so willful and wanton that it demonstrates a reckless disregard for the plaintiff's rights.

Smith v Ely, 470 Mich 893, 683 NW2d 145 (2004) (breach of fiduciary duty and silent fraud resulting in unjust enrichment); *Bailey v Graves*, 411 Mich 510, 309 NW2d 11; *Law Offices of Lawrence J Stockler, PC v Rose*, 174 Mich App 14, 436 NW2d 70 (1989) (legal malpractice).

To recover exemplary damages, sufficient evidence must be presented to support a finding of malicious action or outrageous conduct. *Will v Department of Civil Serv.* 145 Mich App 214, 377

When malice is established, exemplary damages are recoverable for tortious interference with potentially advantageous economic relations (*Joba Constr Co v Burns & Roe, Inc.*, 121 Mich App

The Township and Shores caused extreme emotional distress on our family. After signing the settlement agreement, we went through a period of mourning for the loss of the use of our property. It was like a good friend died.

The fact that we were driven off our property because the color of my daughters' skin, made me feel like a failure as a parent. How can I protect her from this hate when it took two years to even understand and realize this hate was from racism?

I went into a depression and was put on antidepressants and sought counseling. It affected my blood pressure. I could not get my anger resolved and I had to be put on numerous additional medications for blood pressure and related stomach issues.

It affected my cancer related treatments, and was denied treatments until my blood pressure was under control. The absolute abuse of power and threat of escalating violence against my family was intolerable. This would affect anybody the same way!

We deserve exemplary damages for the mental stress and anguish caused by Plaintiffs and their attorneys.

Being sued by Government is extremely intimidating specifically as an architect knowing I am in complete compliance of everything. The County established in 2015 and written in a document in 2017 "*Leelanau County is Mandating the structure to be removed.*" Every public action was directed at fulfilling that mandate that was based on prejudice. No inspection of the home had occurred since 1992 and in that inspection the gazebo was approved as built! So, no evidence of noncompliance ever existed. This was a significant issue of duress in signing the settlement agreement.

Had we been sued only by the Shores, they did not intimidate us at all! We would have fought them and no settlement agreement would exist. Any fraud in the process voids the entire settlement agreement. **Burkes v, Parker**

I want to read to you a few paragraphs from an article Mary Ann Heidemann, Michigan State University wrote concerning due process and zoning.

The concept of **Due Process** in the United States flows from the Bill of Rights, as expressed by Amendment V to the U.S. Constitution: "...no person shall be... deprived of life, liberty or property without due process of law..." (emphasis added). This right is re-stated in many state constitutions as well.

The "due process clause" has been vigorously enforced in a long series of court decisions and legislative actions at the state and federal levels which collectively work to limit and set standards for any government actions that may affect personal liberties and private property rights.

Procedural Due Process requires a minimum standard of fairness during the process of making public decisions that impact private rights. Relevant standards include proper public notice; a fair hearing presenting of all sides of an issue; reasonable and impartial standards for decision-making; accurate and accessible public records, and assurance that public decision-makers act without bias or conflict of interest including avoidance of ex parte contact.

Violation of procedural due process is the most common way that planning and zoning decisions have been successfully challenged.

As I said in the beginning this case is as about as black and white as it gets. The issues are not in dispute. Plaintiffs went directly to suing us without issuing a citation, violation or fine. This is in violation of the Act which empowered them by the legislature. They filed a motion and chose not to serve us, violating the court rules. None of this was an accident or omission.

The issue before the Court is very simple did the zoning department operate legally and fulfill the statutes requirements under the State of Michigan Zoning Enabling Act? The answer is no, The Township absolutely violated our due process and protective rights built into this Act. The plaintiffs do not dispute this, they simply ignored this issue.

This Court cannot ignore this issue.

But if this Court does not stand up and state that the Township violated the Michigan Zoning Enabling Act, This Court just has empowered the Zoning department to do this again to anybody for any reason.

The zoning department for a nonexistent alleged zoning violation made me put my property up for sale and wants my home destroyed after approving it and stating it meets all codes zoning and health. Really! I do not believe you can get a worse case then this that "shocks the conscience" of the public as ours, County of Sacramento v. Lewis, United Artists v. Township of Warrington, Moran v. Clarke

All that happened to my family will be made public eventually. My original federal counts 1 and 2 have survived summary disposition, violations of the US Constitution Fifth and 14th Amendments. They will be heard in federal court. The Attorney General Civil Rights Division and HUD under the Fair Housing Act are presently reviewing Complaints against the County.

The Attorney Grievance Commission will be deciding the same procedural violations against the attorneys that this Court is deciding today. Part of a settlement agreement by the attorneys with commission may be returning the embezzled money to the coffers of the Township. This court needs to order this first to send a message, this can never happen again to anyone for any reason.

I believe this Court has no choice as a matter of law find in our favor. But if the Court does not find in my favor, I am asking the Court put a Stay on moving my home to August, I am disabled and cannot travel. I need to find a property to move my home too. The cost to move the home is \$7,500 or the same cost demolish it! The value of using it as a rental may help recoup our financial losses if all else fails. Hopefully I can travel by summer so I can move my home just

once versus twice. Having it sit there for additional time hurts nobody. We have all ready taking our belongings out of it, my family will never come to the County again. It would be difficult for me to restock it to spend the night because of my disabilities. Thank you for your time.

EXHIBIT 32

RE: Compliance Review for SOM Civil Rights Dept. 1 of 2

From: Joshua Mills <jmills@cofrankfort.net>

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

Date: Fri, Jan 25, 2019 11:18 am

Hi Bill:

I've had an opportunity to check out some of the specifics with your dwelling. I am the City Manager for the City of Frankfort and I provide zoning administration services to Gilmore Township and Blaine Township in Benzie County and Pleasanton Township and Arcadia Township in Manistee County.

The copy of the permit issued in 1992 states the zoning district is R1B. R1B doesn't exist per the zoning ordinance; however, there is an R1 District. The land use permit issued in 1992 doesn't classify this structure as a dwelling; however, the tax assessment refers to the structure as a Single-Family Ranch.

The Zoning Ordinance (that I can see) does not require a minimum size for a dwelling. This is very odd for a Zoning Ordinance. The minimum requirements for a dwelling are as follows:

Section 10.3 D: Minimum Standards for Dwellings - All dwellings in all Districts shall conform with the applicable rules of the Michigan State Construction Code, the State of Michigan Mobile Home Commission, the Department of Housing and Urban Development, and the Department of Public Health.

The ordinance defines a Dwelling as:

DWELLING - Any building or part thereof, if occupied or rented as the home, residence or sleeping place of one or more persons either permanently or transiently. Single family dwellings: A building containing not more than one dwelling unit designed for residential use. Two-family dwellings: A building containing not more than two separate dwelling units designed for residential use. Multiple-family dwellings: A building containing three or more dwelling units designed for residential use and complying with the General Provision of Article 3, and the specific requirements of Article 5 – Residential. This definition includes cooperatives, condominiums and any type of fractional ownership. (revised 6-03) (revised 10-03)

It appears that you meet the setback requirements for the R1 District and that is supported with the issuance of the land use permit. An issue you may experience may be associated with the fact that you don't have a well, sanitary sewer system, or electric and that may constitute an issue meeting the requirements established in Section 10.3 D. I would review Section 10.5 Non-Conforming Uses because that allows you to make improvements to non-conforming structures, if indeed your structure is considered non-conforming. If there is an issue associated with meeting Section 10.3 D then I would refer to the land use permit and assessment classification, thus supporting the creation of a Non-Conforming Structure.

I hope this helps.

Sincerely,

Joshua Mills
City Superintendent
City of Frankfort

EXHIBIT 33

Subject:RE: Thank You and Need Local Discrimination Attorney to Write letter to Community.

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

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

Date: Tue, May 8, 2018 1:10 pm

Hello,

I am sorry, I have been swamped. Our office cannot refer you to an attorney, but a good contact in the Detroit area would be the Fair Housing Center of Metro Detroit. They may be able to give you some advice and/or a referral.

Fair Housing Center of Metropolitan Detroit - 220 Bagley, Suite 1020, Detroit, MI 48226 - Office number: 313-963-1274

Sincerely,

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 34

Joe Hubbell

From: Bill Crawford <WCrawford@bidhd.org>
Sent: Monday, September 19, 2016 8:37 AM
To: Joe Hubbell
Subject: FW: Scanned image from MX-M364N
Attachments: scan@bidhd.org_20160919_082108.pdf

Mr. Hubbell,

Attached is the response to my letter to Mr. Wizinsky. I find it an acceptable response and will be closing the HD complaint file on the matter. Let me know if you have any questions.

Bill Crawford
231 256-0214

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

From: scan@bidhd.org (mailto:scan@bidhd.org) On Behalf Of scan@
Sent: Monday, September 19, 2016 8:21 AM
To: Bill Crawford
Subject: Scanned image from MX-M364N

Reply to: scan@bidhd.org <scan@bidhd.org> Device Name: Not Set Device Model: MX-M364N
Location: Not Set

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
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<http://www.adobe.com/>

Joe Hubbell

From: Joe Hubbell
Sent: Monday, September 19, 2016 9:22 AM
To: 'Bill Crawford'
Subject: RE: Scanned image from MX-M364N

What about the lack of a water system?

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

From: Bill Crawford (mailto:WCrawford@blhd.org)
Sent: Monday, September 19, 2016 8:37 AM
To: Joe Hubbell
Subject: FW: Scanned image from MX-M364N

Mr. Hubbell,

Attached is the response to my letter to Mr. Wizinsky. I find it an acceptable response and will be closing the HD complaint file on the matter. Let me know if you have any questions.

Bill Crawford
231 256-0214

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<http://www.adobe.com/>

Joe Hubbell

From: Bill Crawford <WCrawford@bidhd.org>
Sent: Monday, September 19, 2016 10:03 AM
To: Joe Hubbell
Subject: RE: Scanned image from MX-M364N

If there is no plumbing in the structure, which there isn't from my understanding, drinking water can be transported in and out as needed. This is similar to our requirements for owners tenting on property.

This issue goes back to ~~the~~ the association has, as a part of their deed restrictions, the requirement that there must be a residential construction on the lots. This structure was not built as a residential structure and the matter should have been addressed at the time of its construction by the Association. For whatever reason it was not. Let me know if you have any follow-up questions.

Bill Crawford
256-0214

-----Original Message-----
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231 256-0214

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To: Bill Crawford
Subject: Scanned image from MX-M364N

Reply to: scan@bidhd.org <scan@bidhd.org> Device Name: Not Set Device Model: MX-M364N
Location: Not Set

Eric Stempien

From: Eric Stempien
Sent: Thursday, January 17, 2019 3:26 PM
To: Eric Stempien
Subject: FW: Wzinsky Chemical Toilet

From: Bill Crawford <WCrawford@blidhd.org>
To: wzinsky@yol.com
Sent: Tue, Aug 7, 2018 1:45 pm
Subject: RE: Wzinsky Chemical Toilet

Mr. Wzinsky,

Sorry for the delay in getting back with you. I have reviewed the info on the toilet and am OKing the installation. Based on this review the complaint from 2016 is closed.

Bill Crawford
281 256-0214

From: wzinsky@yol.com <wzinsky@yol.com>
Sent: Friday, July 27, 2018 7:15 PM
To: Bill Crawford <WCrawford@blidhd.org>; wzinsky@yol.com
Subject: Wzinsky Chemical Toilet

Hi,
Here is the shipping label with all the information. It is called a 20 liter toilet. There was no model number on the box or unit. The company name, address, phone, and product ID is on the label.
Thanks,
Bill Wzinsky

Shared via the AOL App

EXHIBIT 35

AFFIDAVIT OF WILLIAM G. WIZINSKY

William G. Wizinsky first duly sworn deposes and states:

1. I am competent to testify to the facts contained within.
2. For the Court to understand the duress I and my wife were under when we signed the settlement agreement, the Court needs to understand the history of our property with all the events leading up to March 14, 2018 Settlement Agreement, my previous history dealing with "corrupt government operations" in the past, my work experience, what was told to us in the mediation conference to establish our frame of mind when we decided to sign away all our property rights.
3. We believed if we did not sign it, because of the four-year history of The Shores people, violent attacks against our property and "The Shores Mob" against my bidding contractors/hired contractors, the corrupt government operations, a county official confirming the reason for this was racism, Amy MacDonald the investigator confirming from Michigan Civil Rights Division "significant circumstantial evidence of racism", but not enough evidence for conviction, the mediator stating they want us to sell the property, that they want us gone, we took this as a threat against our lives. We signed to make sure things would not escalate to physical harm to our family.
4. As an architect and builder working for decades with legitimate and corrupt zoning and building departments, working for State Government knowing the legal responsibilities and lawful process, seeing firsthand what unlawful government does to people such as in Detroit if you do not comply, we knew if we did not sell our property from my own

experience with previous death threats, clients experiences and others, escalation occurs then violence.

5. The four-year history confirms racism as the reason, racists are not rational, and the extremes The Shores, Leelanau County and Leelanau Township to keep us from using our property through illegal, unlawful, and horrifying tactics is scary which formed the basis of our fear for our lives. There was no legal means to prevent us from using our property. The following unlawful acts were committed against us:

2015

- On July 4th we saw the damage to our home from five fallen trees. Talked to Mr. Pope and he said they were shorthanded, make the repairs to save the home from further damage and then apply for the building permit.
- The Shores stated. They were going to block every effort to repair our home, and then they then did implement their to insure the "willful and malicious destruction" of our home of 23 years.
- Had to hire an attorney (\$4000), to be allowed to remove dead trees and make repairs. Despite approving repairs and removal of dead trees, The Shores threatened every contractor who came to the property they would be sued if they worked for us and/or slandered to insure they would not work in the area again.
- One day Todd Hoogland and others were yelling at the bidding contractor from the street, like crazy people.
- There stalking of our property was very affective, it was not until a contractor showed up in an unmarked vehicle, they had no way to threaten him. When he

showed up on September 11, his office was called and threatened with litigation. He was from Traverse City, not local and did the work. There was a hard rain and they had to come back when the land dried out. The Shores threatened a blockade of the road to prevent them from taking down of the trees. The contractor threatened a call to the Sheriff's office and concluded his work on September 15.

- The building department, Steve Haugen red tagged our home to stop repairs on the home until we got a permit. Although I applied numerous times for a permit in many configurations, they were never processed. An illegal condemnation process by the County, since the home was exposed to the elements.
- Numerous fraudulent complaints were filed against us by members of the Shored Board to public officials.

2016

- Fraudulent complaint continued by members of the Shored Board.
- Building Department refused to process repair permit, our house was being destroyed by the elements.

2017

- County Building and Township Zoning met on June 22 in secret meeting, to create a false pretense fraud document to keep up the rouse must have Land Use permit for repair, when none was required.
- In August, my 8-year-old African American adopted daughter was in the dog parade, and she was the only person of color. I wondered after 23 years of the peaceful use of our property, could racism be the reason this was happening. I talked to a County Official, who off the record, that that was the reason. It was

confirmed I was never going to get a repair permit and the house would eventually reach a point it was not repairable. There was no movement by The Shores to have the house torn down for any reason, they were content with us just not being able to use our property.

- We had a plywood board over our door screwed in to the home to protect the glass door. It was ripped off the building, our door broken into, vandalized, and property stolen. This was done by one of our neighbors, because the property stolen were pictures taken to be given to the building department showing "no code reconstruction". The County Prosecuting Attorney stated this was a civil matter.
- I filed a racial discrimination complaint against The Shores, the County and the Township. They found racism, but not enough for prosecution. As settlement of the discrimination the County was required to issue the repair permit.
- I filed a FOIA request to the County and Township. The FOIA documents showed we were in full compliance with the Health Department, Building Department and Zoning. Every one knew this, specifically we have always been taxed as a home.

2018

- The building permit was issued at the beginning of the year using the existing 1992 Land Use Permit. Steve Patmore would not allow any exterior stairs as per in the original 1992 drawings, he said the stairs had to be in the 12 foot by 20 foot plus home. This is reflected in the 2018 plans which showed the original stairs being replaced. "REMOVE AS ZONING REQUIREMENT". The repairs and reconstruction was built as per the approved plans, inspected and approved by the building department.

- To keep our family from using our property, The Certificate of Occupancy was issued as a "utility structure", outlawing us from sleeping in it. This fraudulent document, denied us the use of the property, since we live five hours away. This does not have the building torn down, but gives credence that the issue is racism and not the home.
- I talked to an attorney, he said use your property. You are taxed as a house it's a house. It is on two heavily wooded acres, how are they going to even know, there is no sleep police. Even if they do something, it is a fine!
- We were lured up North by the Building Official Paul Hunter who wanted to re-inspect our fireplace. The Township/Shores hired a private detective. Who stated in his litigation report, that he flashed a flash light into our car from lot 12 (50' away, at night, in the woods) and did not see anyone sleeping in the car, so we must be sleeping in the home.
- About two months after the issuance of the Certificate of Occupancy, which means the structure, whatever it is, is in compliance with the zoning, specifically since Mr. Patmore specified the requirements for compliance on the plans. On the September 10, Township Board meeting on the agenda in a closed session item "VII. DISCUSS FOXVIEW HOME OWNERS'S ASSOCIATION REQUEST." No where on the agenda was there an item to discuss an alleged zoning violation against us. The Township Board then acted on a non-agenda item, knowing full well we were in full compliance with zoning, committed fraud for the purpose of embezzlement of public funds, to fund a private fraudulent law suit. We were sued for the sole purpose to use us as a conduit for the unlawful transfer of funds. Under the zoning ordinance, litigation could only ask the Court for injunctive

relief. The Court could not grant any injunctive relief because there was none to grant, we built exactly to Mr. Patmore's zoning requirements. From the minutes:

MOTION MADE BY DUNN, SECONDED BY VAN PELT TO JOIN THE SHORES HOMEOWNER'S ASSOCIATION AS CO-PLAINTIFF CONCERNING ZONING ORDINANCE VIOLATIONS, AS RECOMMENDED BY TOWNSHIP ATTORNEY. MOTION PASSED 5-0

This disturbed me the most out of everything done to us. The attorney did not recommend due process for an alleged violation of a zoning violation, he was assisting the Board for embezzlement, where he would be representing the Board, and would be receiving those embezzled dollars. They went to directly to suing to stealing public funds hurting the community to keep us off our property. They acted just like the City of Detroit under the Coleman Young Administration, a dangerous time to defy the will of government. I received death threats and I took them seriously!

When the mediator stating they want us to sell the property, that they wanted us gone, with all the felonies committed against us over the proceeding years, we took that as a direct threat against our lives. We signed out of fear of physical harm or death to us, if we did not sign!

6. At the time of mediation, in a short discussion about the mutual release, the Township and County was unaware that a Federal Case was filed against them because they had not been served yet.
7. The mediator did not tell Todd Hoogland, Steve Patmore or Gaylen Loughton of the Federal Case filed.

8. In our discussion with the mediator and our attorney, our understanding of the signing of the settlement agreement would not adversely affect our right in filing and maintaining a Federal Action.
9. When my wife and I signed the Settlement Agreement, we believed it was final resolution of the State Court Case, only.
10. From my experience, that the mutual release of The Shores HOA and Leelanau Township could be drafted to release the Plaintiffs in this case, but hold liable the individuals for fraud, unlawful acts and other criminal behavior since this fell out of their authority invested to them by legislation, ordinances and governing doctrine.
11. When my wife and I signed the Settlement Agreement, we believed with the mutual release drafted that reflecting our understanding in mediation, we could proceed with a Federal Action holding individuals liable for their actions.
12. My wife and I would not have signed a settlement agreement whereas we give up all our property rights, (since it was made clear in mediation, we would never be allowed to use our property in peace) without holding the individuals who did this to our family accountable.
13. Further affiant sayeth not.



William G. Wizinsky

KEVIN CLEARY
NOTARY PUBLIC - MICHIGAN
WAYNE COUNTY
MY COMMISSION EXPIRES 04/13/2024
ACTING IN OAKLAND COUNTY

