

Testimony of actions that occurred at the Tonnadoonah annual meeting held July 2, 2022

I had to endure an ~ 20 minute discussion about my property and what various neighbor's concerns were regarding the manner that it has been developed, which has always included the use of a small RV travel trailer. This discussion occurred on at the annual neighborhood meeting on July 2, 2022.

It was stated (in a note prior to the meeting) that I “wasn’t living up to Tonnadoonah standards”.

It seems that some of my neighbors were dissatisfied with the trailer that my family has always maintained on our property that we bought in 1967. Apparently, someone had suggested that they attempt to enforce a long list of circa 1960 deed restrictions (that I was totally unaware of) which indicated that no trailers could be used in the neighborhood, but that had never been enforced.

When informed of this situation I hired a lawyer to research the claim, and he definitively stated that such restrictions have a 10 year statute of limitations, which would have expired either in 1971 (10 years after the person we bought our property from had originally purchased his property) or in 1977, 10 years after my parents had purchased the property. Either way, it was effectively ancient history at this point, and I pointed this out to the Board President in a note prior to the meeting thinking that the information I provided would eliminate any need for public discussion, but the topic was left on the meeting agenda.

This subject was discussed at some length, and it was stated that contrary to what the lawyer I had hired to research the subject determined, a lawyer they hired felt there was a legitimate legal case against me, but that it would be rather costly to pursue, and it was stated that the Board likely would not do so. (\$25,000 was mentioned.) There was also an acknowledgement regarding others on the lane that also used trailers on their property on occasion, which also flew afoul of the aforementioned deed restriction.

It seemed that I was singled out since the others who did so also had a primary cottage, whereas the trailer on my property was effectively the bedroom portion of our primary cottage, which was a unique entitlement we possessed based on our “grandfathered rights” having always maintained a trailer on our property. There was an acknowledgement from the Board President that this distinction was not delineated in the archaic deed restrictions, and that if legal action was pursued against me, it would need to also include the others. That seemed to effectively quell further interest in pursuing that matter.

But as soon as that topic discussion ended it was brought up that a Health Department Cease & Desist in place that the Board became aware of by some means, either by work the lawyer they hired had done, or by public notice from the Health Department, or possibly both. I hadn't been prepared to discuss this issue, but I stated that I thought the Cease & Desist had been rescinded. (I believed it had been, since it had been issued prior to any inspection occurring, and after an onsite inspection of the system took place, follow-up communication was ambiguous regarding that issue, but did what was clearly stated was that the well permit I had applied for would not be granted until an up-to-code septic system was approved.)

As the discussion proceeded, I stepped in again and stated that we did have a fully functional septic system in place on my property, and always had. **At that point person 1 piped up and stated “No you don’t” and that we had either no septic drain field or no septic entirely,** I didn't hear exactly. **Soon after that, person 2 blurted out that “raw sewage might be going into the lake!”** I piped up and stated that had never happened, at which point **the person 2 added, “Well I’ll believe the Health Department before I believe Hal Wolff!”** The group had clearly been swayed by the Health Dept. letters which stated that I might not have any septic system in place. I found this portion of the discussion to be particularly discouraging, since the information the Health Department had distributed had been inaccurate, and highly inflammatory in the manner that they mentioned the likelihood of needing the

support of a number of other agencies to evaluate and enforce all of the violations they obviously felt were occurring on my property (of which there were actually none, less the unregistered septic system).

There was then more discussion of initiating a lawsuit against me at which time **person 3 pointed out that they could all gang up on me and split up their legal costs between them**, whereas I would be stuck having to pay my entire bill by myself. **A friend of mine (person 4) on the lane finally jumped in at that point and loudly indicated that he wanted nothing to do with any lawsuit, and that I wasn't doing anything wrong.** Soon after that, another friend and neighbor (**person 5**), who is a lawyer by profession, spoke up and suggested that **"it would be best for Tonnadoonah people to step back and let the Health Department and the Township and the County Building Department do their jobs and if there are issues that need to be sorted out, to let them do it."** That more or less became the final word and the discussion ended.

At that point, the floor was finally turned over to me. I stated that "I would rather have friends than adversaries" but I was not inclined to remain a member of the Association of it meant compromising my values. I also mentioned the long-term pattern of harassment that my family had endured over the decades starting with the original developer and also including the Township. I also held up a 5 gallon paint bucket I had brought along and described how little I ever used the trash dumpsters that the Association provided, and that I had stopped using the dumpsters and intended to refrain from using them permanently. (I was transporting my trash home in the white bucket.) I then stated that it was my intention to withdraw from the neighborhood association entirely and in so doing give up my voting rights which a lawyer I had hired to look into the matter indicated I could legally do, since the membership was not bound by a deed or by any signed contract, and was effectively a service contract. I stated that I wanted to be treated fairly, and to treat the neighborhood fairly, and that I intended to pay the appropriate amount for use of the road, and any associated insurance and organizational fees, but no longer intended to pay for services that I didn't use, such as trash and snow removal. I stated that it was my hope that the Board would create a proposal that I could evaluate at some point prior to the next annual meeting. That was pretty much all I had to say.

In further developments after the meeting, someone came onto my property and notified me that I needed to contact the zoning agent, which I did. She then asked "how many buildings I had on the property" which I described. It was obvious that she herself had not set foot on my property. Another person trespassed on my property badgering the contractor that I hired to install water monitoring wells so I could get the evidence I needed to prove that my septic system was working properly. I have that data now, but damage has been done, and the Health Department caused it. For this, they need to reconcile things. I definitely think they need to be reprimanded in a manner that gives them a clear message that there are limits to what they can do in their role as a public health watchdog, and trying to stir up trouble based on totally unfounded allegations is something that they should refrain from doing. I believe, and strongly so, that a monetary fine is an appropriate measure to force them to address their inappropriate actions, and to help compensate me for the harassment I have been forced to endure.

Hal Wolff; March 8, 2023