

*Historic Detroit Residence - The Bishop Mansion*  
**SEALED BID AUCTION**



**INFORMATION BOOK**



*Sealed Bids Due: Monday, June 10 • 5pm EDT*

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**Seller:** 104 Investments, LLC



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### TERMS & CONDITIONS:

**PROCEDURE:** The property will be offered via a Sealed Bid Auction w/ bidding procedures more specifically outlined in the Sealed Bid Packet. The final bids are subject to the Seller's acceptance or rejection.

**PURCHASE CONTRACT:** w/ the submission of a Bid(s), each Buyer is required to sign the purchase contract documents in the forms provided in the Sealed Bid Packet. All statements & information in the marketing materials are subject to the terms & conditions of the purchase contract documents. Seller shall not be bound by any statement, promise or inducement that is not contained in the purchase contract documents.

**BUYER'S PREMIUM:** The purchase price will be the bid amount plus a 5% buyer's premium.

**DOWN PAYMENT:** 10% of the total contract purchase price will be due as a down payment on the day of auction, w/ the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, & ARE CAPABLE OF PAYING CASH AT CLOSING.**

**EVIDENCE OF TITLE:** Seller shall provide an owners title insurance policy in the amount of the purchase price.

**DEED:** Property to be conveyed by the appropriate deeds.

**POSSESSION:** Possession shall be at closing.

**CLOSING:** The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

**REAL ESTATE TAXES:** 2024 taxes will be prorated to the date of closing.

**PROPERTY INSPECTION:** Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Further, Seller disclaims any & all responsibility for Bidders safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

**TRACT MAPS, ACRES, DIMENSIONS:** Tract maps, advertised acres & improvement dimensions are approximations based on existing tax parcel data, legal descriptions, architectural plans and/or aerial mapping data & are not provided as survey products.

**SURVEY:** A new survey will be obtained only in necessary to record the conveyance or if otherwise deemed appropriate in the Seller's sole discretion. If a new survey is obtained, the survey cost will be shared equally by Seller & Buyer.

**CONDUCT OF AUCTION:** The conduct of the Sealed Bid Auction will be at the

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**AUCTION MANAGER:** Luke N. Schrader #6501439932  
Schrader Real Estate and Auction Company, Inc.  
800.451.2709 • MI Real Estate Broker Lic. #6505397356

# BOOKLET INDEX

- **LOCATION & TRACT MAPS** PAGE 5
- **COUNTY TAX INFORMATION** PAGE 9
- **HOA BY-LAWS** PAGE 13
- **SQUARE FOOTAGE MAPS** PAGE 33
- **PRELIMINARY TITLE** PAGE 39
- **PHOTOS** PAGE 51



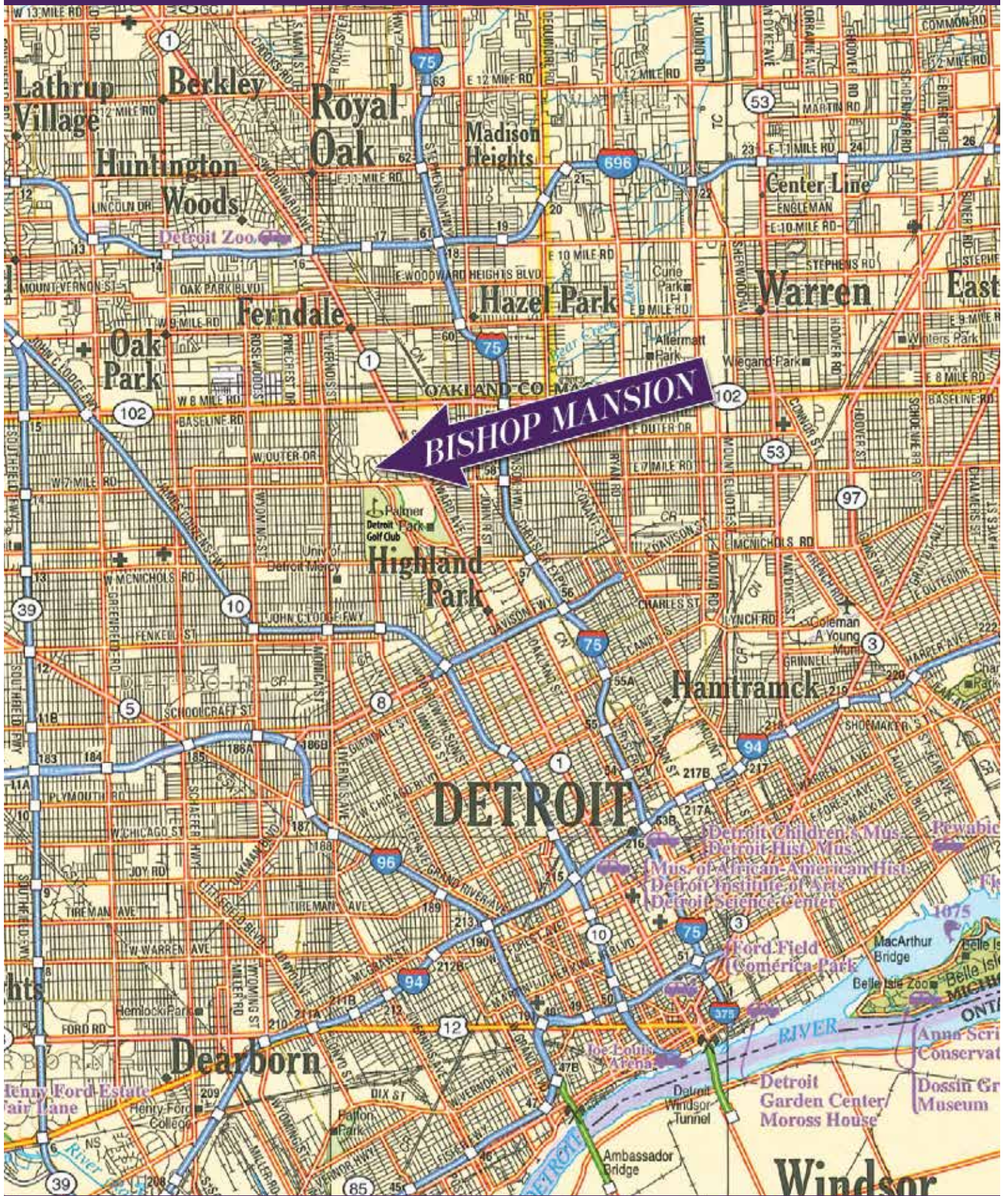




# LOCATION & TRACT MAPS



# LOCATION & TRACT MAPS

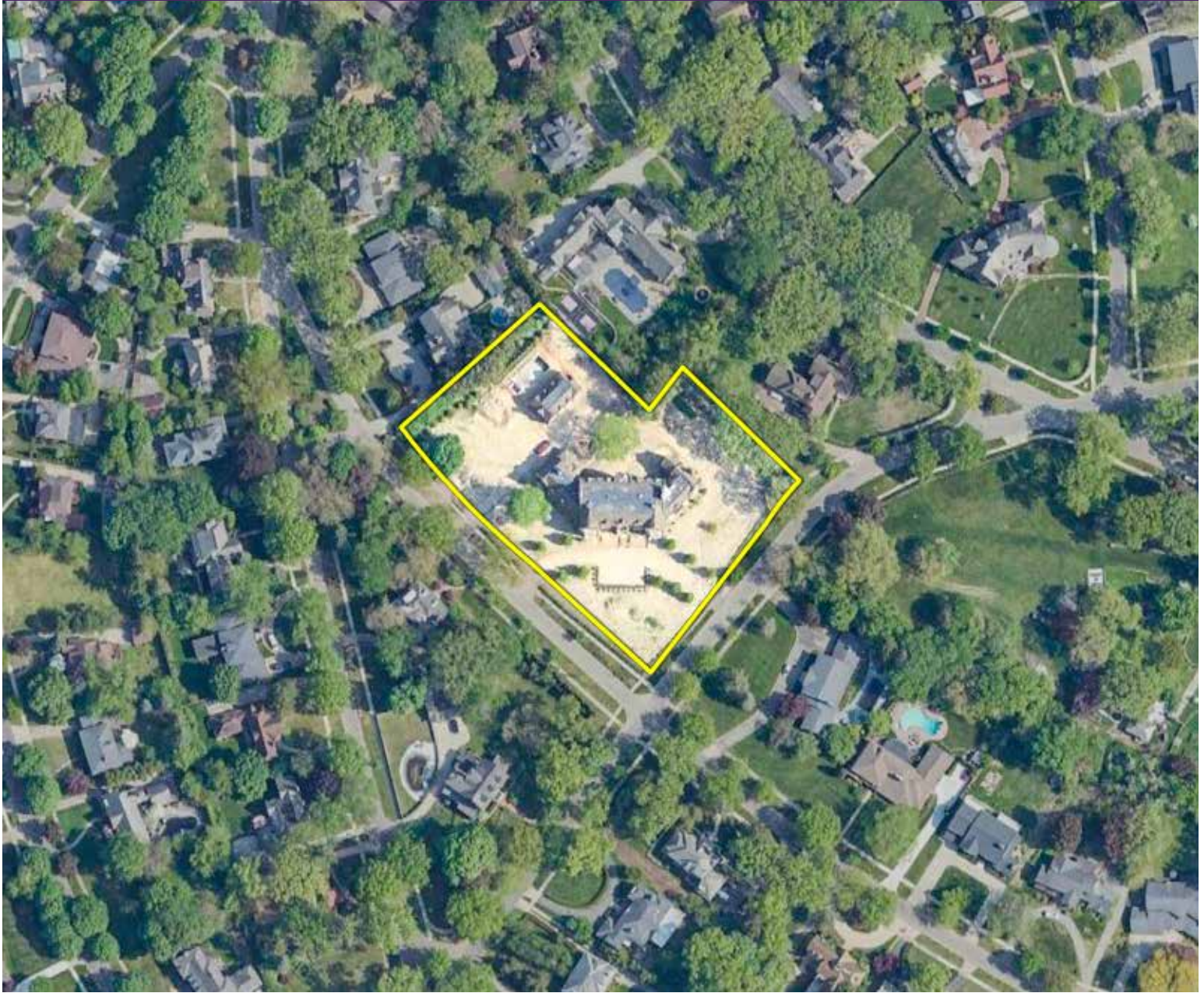


**BISHOP MANSION**

**DETROIT**



# LOCATION & TRACT MAPS



**General Property Description:** The Bishop Mansion is a three story, iconic, historical building located in the picturesque Palmer Woods Neighborhood. Sitting on 2.06 acres, just nine miles north of downtown Detroit, it was originally built in 1920 for the Bishop's family of the Catholic Church. This enduring estate under renovation is being offered to the public with much of the substantial construction already complete! The building contains new windows, new tile roof, and new copper gutters. The exterior brick and stone have been thoroughly cleaned and polished. Substantial investments have been put into the exterior underground utility services in order to upgrade the capacity. ***The detached guest house has been completely renovated to be move-in ready, boasting a heated four-car garage, and provides a glimpse to what can be done to the main home.*** Strategic demo through the main home has already been done to pave the way for a new HVAC system, plumbing, and electrical. ***The home comes with all architectural and engineering plans. Don't miss this once in a lifetime opportunity to place your bid on a historic landmark!***

The Palmer Woods neighborhood has some of the best examples of residential design in the city. The development of the subdivision occurred during Detroit's auto and retail industries boom. Palmer Woods has a security service and an active neighborhood association.

**Property History:** For decades, the mansion served as the official home of the Catholic Bishop of Detroit. Bishop Michael J. Gallagher was the first to live in the residence, followed by Cardinals Edward Mooney and John Francis Dearden. Following Dearden, the home was sold to John Salley of the Detroit Pistons who then sold it to Bishop Wayne T. Jackson of Great Faith Ministries International. The current owners bought the property from Great Faith Ministries in 2017. The original home construction was conducted by the Fisher Brothers in the 1920s. The home contains a large collection of Pewabic glazed tile, rich with Michigan history as well as several European touches and materials. This landmark property is largest home in the Detroit!





# COUNTY TAX INFORMATION

# COUNTY TAX INFORMATION

19366 LUCERNE 48203 (Property Address)

Parcel Number: 02004871

Map It | Print



Item 1 of 47 46 Images / 1 Sketch

**Property Owner:** 104 INVESTMENTS LLC

**Summary Information**

> Residential Building Summary

- Year Built: 1920
- Bedrooms: 0
- Full Baths: 12
- Half Baths: 2
- Sq. Feet: 22,030
- Acres: 2.099

- > Assessed Value: \$1,894,015 | Taxable Value: \$1,185,397
- > Property Tax information found

Property Information (2023) | Tax Information (2023)

Jump To: Owner and Taxpayer Information | General Information for Tax Year 2023 | Land Information | Legal Description | Sale History | Building Information - 19973 sq ft SINGLE FAMILY (Residential) | Building Information - 2027 sq ft SINGLE FAMILY (Residential)

Click here to add this parcel to your favorite records for easy access on your next visit.

Flag: PALMER WOODS (H019)

Owner and Taxpayer Information

Back To Top

Owner	104 INVESTMENTS LLC	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2023

Back To Top

Property Class	401 RESIDENTIAL-IMPROVED	Unit	01 CITY OF DETROIT
School District	DETROIT CITY SCHOOL DISTRICT	Assessed Value	\$1,894,015
WARD#	02	Taxable Value	\$1,185,397
COUNCIL#	2	State Equalized Value	\$1,894,015
PP CODE#	Not Available	Date of Last Name Change	09/21/2022
RELATED #	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
HOPE#	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date	No Data to Display		
Principal Residence Exemption	June 1st	Final	
2023	0.0000 %	0.0000 %	

Land Information

Back To Top

Zoning Code	R1	Total Acres	2.099
Land Value	\$194,600	Land Improvements	\$1,799
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	Not Available	Mortgage Code	No Data to Display
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	390.00 ft	230.00 ft
<b>Total Frontage: 390.00 ft</b>		<b>Average Depth: 230.00 ft</b>

Legal Description

Back To Top

N LUCERNE DRIVE LOTS 246-249 W 60 FT 235 PALMER WOODS SUB L32 P16 PLATS, W C R 2140 390 IRREG

Sale History

Back To Top

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
01/09/2018	\$1.00	QC	104 DETROIT LLC	104 INVESTMENTS LLC	21-NOT USED/OTHER	2018033051



# COUNTY TAX INFORMATION

## Building Information - 19973 sq ft SINGLE FAMILY (Residential)

[Back To Top](#)

### General

Floor Area	19,973 sq ft
Garage Area	1,790 sq ft
Foundation Size	8,498 sq ft
Year Built	1920
Occupancy	Single Family
Effective Age	48 yrs
Percent Complete	100%
AC w/Separate Ducts	Yes
Basement Rooms	0
1st Floor Rooms	0
2nd Floor Rooms	0
Bedrooms	0

Estimated TCV	Not Available
Basement Area	8,445 sq ft
Year Remodeled	No Data to Display
Class	A
Tri-Level	No
Heat	Forced Hot Water
Wood Stove Add-on	No
Water	Not Available
Sewer	Not Available
Style	SINGLE FAMILY

### Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
2 Story	Basement	Brick	1,305 sq ft	2 Story
2 Story	Basement	Brick	33 sq ft	2 Story
2 Story	Basement	Brick	33 sq ft	2 Story
2 Story	Basement	Brick	1,130 sq ft	2 Story
2.5 Story	Basement	Brick	597 sq ft	2.5 Story
1 Story	Slab	Brick	51 sq ft	1 Story
2.5 Story	Basement	Brick	5,347 sq ft	2.5 Story

### Area Detail - Overhangs

Area	Story Height	Exterior	Included in Size for Rates
60 sq ft	1 Story	Siding	Yes

### Basement Finish

Recreation	0 sq ft
Living Area	0 sq ft
Walk Out Doors	0

Recreation % Good	93%
Living Area % Good	93%
No Concrete Floor Area	0 sq ft

### Plumbing Information

3 Fixture Bath	11
Extra Sink	4
Ceramic Tile Wainscoat	10

2 Fixture Bath	2
Ceramic Tile Floor	10
Ceramic Tub Alcove	11

### Built-In Information

Cook Top	1
Garbage Disposal	2
Oven	2

Dishwasher	2
Vented Hood	2

### Fireplace Information

Interior 2 Story	4
Fireplace Adjustment	10

Two Sided	2
-----------	---

### Garage Information

Area	1,511 sq ft
Foundation	42 inch
Year Built	No Data to Display
Auto Doors	4
Area	279 sq ft
Foundation	18 inch
Year Built	No Data to Display
Auto Doors	0

Exterior	Siding
Common Wall	Detached
Finished	Yes
Mech Doors	0
Exterior	Siding
Common Wall	Detached
Finished	No
Mech Doors	0

### Porch Information

CCP (1 Story)	56 sq ft
CCP (1 Story)	271 sq ft
CPP	23 sq ft
CSEP (1 Story)	101 sq ft

Foundation	Standard
Foundation	Standard
Foundation	Standard
Foundation	Standard

## Building Information - 2057 sq ft SINGLE FAMILY (Residential)

[Back To Top](#)

### General

Floor Area	2,057 sq ft
Garage Area	0 sq ft
Foundation Size	1,784 sq ft
Year Built	No Data to Display
Occupancy	Single Family
Effective Age	48 yrs
Percent Complete	100%
AC w/Separate Ducts	Yes
Basement Rooms	0
1st Floor Rooms	0
2nd Floor Rooms	0
Bedrooms	0

Estimated TCV	Not Available
Basement Area	0 sq ft
Year Remodeled	No Data to Display
Class	A
Tri-Level	No
Heat	Forced Hot Water
Wood Stove Add-on	No
Water	Not Available
Sewer	Not Available
Style	SINGLE FAMILY

### Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1 Story	Blt-In Gar.	Siding	1,511 sq ft	1 Story
2 Story	Crawl Space	Brick	279 sq ft	2 Story

### Basement Finish

Recreation	0 sq ft
Living Area	0 sq ft
Walk Out Doors	0

Recreation % Good	0%
Living Area % Good	0%
No Concrete Floor Area	0 sq ft

### Plumbing Information

3 Fixture Bath	1
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# HOA BY-LAWS



# HOA BY-LAWS

# PALMER WOODS ASSOCIATION

P.O. Box 21086, Detroit, Michigan 48221  
[www.palmerwoods.org](http://www.palmerwoods.org)

## Palmer Woods Association By-laws

**Adopted on November 12, 1996  
Amended April 2004; July 2012; October 2013;  
December 2019; June 2022**

# HOA BY-LAWS

## TABLE OF CONTENTS

<b>ARTICLE 1: NAME AND BOUNDARIES .....</b>	<b>1</b>
<b>ARTICLE 2: PURPOSE OF BY-LAWS .....</b>	<b>1</b>
<b>ARTICLE 3: PURPOSES AND GOALS OF PALMER WOODS ASSOCIATION .....</b>	<b>1</b>
<b>ARTICLE 4: ASSOCIATION MEMBERS .....</b>	<b>3</b>
Section 1 – Membership Requirements.....	3
Section 2 – Dues .....	4
<b>ARTICLE 5: BOARD OF DIRECTORS .....</b>	<b>4</b>
Section 1 – Description and Director Qualifications.....	4
Section 2 – Elections .....	4
Section 3 – Term .....	4
Section 4 – Director Responsibilities .....	4
Section 5 – Officers .....	6
Section 6 – Duties of Officers .....	6
Section 7 – Meetings and Quorum .....	10
Section 8 – Notices of Meetings .....	10
Section 9 – Absences.....	11
Section 10 – Resignations.....	11
Section 11 – Dismissals.....	11
Section 12 – Interim Director Vacancies.....	11
Section 13 – Interim Officer Vacancies.....	12
Section 14 – Directors Emeriti .....	12
<b>ARTICLE 6: ASSOCIATION COMMITTEES.....</b>	<b>12</b>
Section 1 – Committee Creation and Formation.....	12
Section 2 – Executive Committee.....	12
Section 3 – Nominating Committee .....	13
Section 4 – Other Standing Committees.....	14
<b>ARTICLE 7: ASSOCIATION MEMBERSHIP MEETINGS.....</b>	<b>15</b>
Section 1 – Scheduling of Membership Meetings.....	15
Section 2 – Notice of Membership Meetings .....	15
Section 3 – Order of Business at Membership Meetings.....	15
<b>ARTICLE 8: CONTRACTS AND LEGAL REVIEW .....</b>	<b>15</b>
<b>ARTICLE 9: AMENDMENT OF BY-LAWS.....</b>	<b>16</b>
<b>ARTICLE 10: INDEMNIFICATION.....</b>	<b>16</b>
<b>ARTICLE 11: INSURANCE .....</b>	<b>17</b>
<b>ARTICLE 12: APPROVAL.....</b>	<b>17</b>

# HOA BY-LAWS

## **ARTICLE 1: NAME AND BOUNDARIES**

The name of this organization is the Palmer Woods Association (“PWA” or “Association”). Its boundaries are the same as the Palmer Woods subdivision - part of the Southwest one-quarter of Section 2 and part of the Southeast one-quarter of Section 3, T.I., S.R. II.E., lying west of Woodward Avenue, Detroit, Wayne County, Michigan. The neighborhood consists of 311 lots or parcels.

## **ARTICLE 2: PURPOSE OF BY-LAWS**

These By-laws serve to satisfy regulatory requirement and govern the activities, procedures and operations of the Board of Directors and its committees.

These By-laws shall incorporate by reference other Palmer Woods documents, including the Financial Policy, Code of Conduct, Volunteerism Policy, and Mission Statement, provided that none of these documents or their provisions may contradict or supersede the provisions of these By-laws. Collectively, these documents shall apply to the Board of Directors, its officers, members of its committees, volunteers, employees/contractors, and suppliers of goods and services to PWA, who will be expected to abide by their terms while acting within the scope of PWA representation.

## **ARTICLE 3: PURPOSES AND GOALS OF PALMER WOODS ASSOCIATION**

The purposes and goals of PWA are as follows:

- 1  
Maintaining and supporting the historic integrity of Palmer Woods
- 2  
Promoting active partnership and membership within Palmer Woods
- 3  
Coordinating cultural and family events for Palmer Woods
- 4  
Encouraging compliance with ordinances related to the use of property and neighborhood common elements
- 5  
Monitoring public improvement works within Palmer Woods



# HOA BY-LAWS

6

Facilitating regular communication between residents and municipal, state and other individuals and entities relating to topics and issues of mutual concern

7

Carrying out its obligations regarding the Special Assessment District (“SAD”) wherein monies are collected from residents as part of a special levy (tax) on real property to pay for local services managed by PWA such as security, snow plowing and maintenance of neighborhood common areas

8

All persons who participate in the organization of activities, initiatives and projects of PWA serve as volunteers unless such activity is approved for compensation subject to the terms of the Volunteerism Policy

9

Other purposes considered by PWA to be for the general benefit of Palmer Woods’ residents

10

Any and all purposes of the Association shall at all times be consistent with one or more exempt purposes within the meaning of Section 501(c)(4) of the *Internal Revenue Code of 1986*, as amended, or the corresponding section of any successor legislative equivalent

## **The Association is restricted from engaging in the following activities:**

1

Providing monetary or in-kind donations toward the support of political candidates

2

Intervening or participating in political campaigns, except that education on non-partisan issues, sharing information with residents from elected officials, advocating with local, state or federal government officials and agencies/departments in relation to issues and legislation that are beneficial to residents, or desirable from a need-to-know perspective, shall be permitted

3

Acting in the interest of any individual, firm, corporation, partnership or association seeking to derive profit or gain whether monetary or otherwise, except with an affirmative vote of the majority of the Board of Directors, the Association may promote certain offers or discounts offered for the benefit of Palmer Woods residents.

# HOA BY-LAWS

## **Special Note on SAD Requirements**

1  
PWA's participation as a Special Assessment District (SAD) was approved through majority (51%+) petition vote by Members and approval by City of Detroit officials.

2  
SAD renewal may occur every seven years by majority vote of the Board and/or Members present at an Annual or Special Meeting.

3  
A discontinuance of SAD designation must be enacted via petition with at least 51% of Members signatures which are to be submitted to the City Clerk by any Member or PWA.

4  
The levy amount may be adjusted (increased or decreased) upon recommendation of the Board and by majority vote of Members present at an Annual or Special Meeting and with guidelines established by the City of Detroit for Special Assessment Districts.

5  
The assessment can be increased from the original amount by up to 15% without requirement of notice or public hearing. If an increase by more than 15% is requested, a reassessment is required which includes notice, public hearing and confirmation of special assessment rolls. No petition is required for reassessment.

## **ARTICLE 4: ASSOCIATION MEMBERS**

### **Section 1 – Membership Requirements**

All owners of real property (homes or vacant parcels) in Palmer Woods are members of PWA, subject to there being 1 voting membership (“Member”) per property address, provided that no additional voting rights are permitted where the owner of a particular property owns multiple parcels of real property in Palmer Woods, or where at a particular address there may be more than 1 owner of real property, and regardless of the number of parcels of real property held by that Member or their household.

Members must hold an ownership interest in any real property parcel located in Palmer Woods. Individuals (persons and entities) who are registered owners of real property, or beneficial owners (e.g. through a trust or corporation) or property owners deriving their rights by way of statute, regulatory or judicial order are eligible to be Members, provided they meet the requirements of Membership outlined above.

# HOA BY-LAWS

## **Section 2 – Dues**

Dues are collected from each household in PWA through a SAD assessment, provided that where an owner of real property owns more than one parcel of real property in Palmer Woods, they will be assessed on only one of said properties.

## **ARTICLE 5: BOARD OF DIRECTORS**

### **Section 1 – Description and Director Qualifications**

PWA maintains a Board of Directors (“Board of Directors”) consisting of 15 directors (“Directors”) elected by the Members. Only Members can be elected to the Board of Directors, provided they are (1) residents that have been domiciled in Palmer Woods for one year or more and (2) an individual as opposed to an entity.

### **Section 2 – Elections**

Directors are elected/reelected at PWA’s annual Membership meeting (“Annual Meeting”) or special Membership meeting (“Special Meeting”) called for that purpose. Within 15 days of receiving a notice of annual meeting of Members being delivered or mailed, any Member who wishes to run for election as a Director must notify the Secretary in writing of their intent to do so and provide their resume and/or other documentation as required by the Nomination Committee See Article 6, Section 3, “Nominating Committee.” The Secretary shall then forward the names of such individuals to the Chair(s) of the Nominating Committee.

The Nominations Committee is charged with planning and implementation of the election process, with the oversight and approval of the Executive Committee. Elections shall be conducted by secret ballot. Where more candidates are running than the number of open positions, only the individuals receiving the most votes may be elected.

### **Section 3 – Term**

Directors serve a three-year term or until a successor has been appointed. There shall be no limit to the number of three-year terms served by a Director other than as provided under these By-laws.

### **Section 4 – Director Responsibilities**

Directors have the overall responsibility for conducting, managing and controlling the business, affairs, and property of PWA, including establishing and enforcing policy (such as the Financial Policy and Procedures and Code of Conduct), subject to any order of regulatory authorities, or in compliance with applicable law.



# HOA BY-LAWS

Directors are not paid any compensation for their normal duties. Under special circumstances, Directors may receive nominal and reasonable compensation for Board of Directors duties if the Board of Directors authorizes such compensation. Directors are also entitled to reimbursement of any actual and appropriate costs incurred, subject to PWA Financial Policies and Procedures.

Additional responsibilities include, but are not limited to, the following:

- 1  
Reporting PWA information to Members at the Annual Meeting, any Special Meeting, or as reasonably requested by the Members of PWA
- 2  
Serving on at least 1 PWA Committee or participating during a calendar year in a project approved by the Board of Directors
- 3  
Ensuring compliance with the Code of Conduct, Financial Policy and Procedures and all other policies adopted by PWA
- 4  
Periodically reviewing and confirming PWA's compliance with its SAD obligations
- 5  
Reviewing as appropriate the special levy upon real property permitted under SAD and consulting with Members and the City of Detroit on its recommendations as to the appropriateness of the actual levy amount
- 6  
Designating a financial institution(s) in which PWA funds are deposited and designating the manner in which such account(s) are managed
- 7  
Engaging and enforcing contractual terms, and determining the compensation of all employees and contractors
- 8  
Creating and delegating its activities and initiatives to a committee(s) constituted by the Board of Directors. The Board of Directors may in its discretion act on the recommendations of a committee
- 9  
Approving an annual budget no later than December 31 (January being the first month of the fiscal year of PWA, with yearend being December 31) as presented by the Treasurer,

# HOA BY-LAWS

and reviewing and, if necessary, approving any changes to the budget throughout the fiscal year

10

Overseeing and approving all logotype for the Association

11

Performing any other duties as may be required by applicable law and regulation or as ordered by Members at a duly constituted meeting

## Section 5 – Officers

PWA officers include the President, Vice President, Secretary, Treasurer, Compliance Officer and Financial Secretary. They are Directors elected by the Board of Directors to serve as officers at the first meeting of the Board of Directors following the Annual Meeting. Each holds office for one year or until their successor is elected by the Board of Directors. Officers may be elected for successive terms for the same office or another office.

## Section 6 – Duties of Officers

**The President** is the Chief Executive Officer of PWA. The President is responsible for the following:

1

Presiding at all Membership meetings and of the Board of Directors and carrying out the duties normally associated with the title of Chief Executive Officer

2

Serving as Chair of the Executive Committee

3

Consulting with other Officers and committee chairs of PWA regarding their activities and fulfillment of their mandate, and serving as *ex-officio* member of all committees

4

Appointing any Director(s), Committee(s), or individual(s) to address a specific issue, concern or project

5

Appointing chair(s) of standing and ad hoc committee(s) as deemed necessary

6

Serving as an *ex-officio* member of all committees of the Board of Directors

# HOA BY-LAWS

7

Authorizing spending in accordance with the Financial Policies and Procedures as adopted by the Board of Directors

8

Performing any other duties as may be required by applicable law, these By-laws, or as directed by the Board of Directors.

**The Vice President** is responsible for the following:

1

Performing the duties of the President in their absence or incapacity. In the event the Vice President cannot perform any or all of these duties, the Board of Directors may appoint on a permanent or temporary basis any other officer to do so

2

Serving as a member of the Executive Committee

3

Serving as an *ex-officio* member of all committees of the Board of Directors

4

Performing any other duties as may be required by applicable law, these By-laws or as directed by the Board of Directors

**The Secretary** is responsible for the following:

1

Maintaining minutes of all meetings of Members, Board of Directors, and Executive Committee. If there are committee minutes, the Secretary shall keep such minutes with the records of PWA

2

Serving as a member of the Executive Committee

3

Issuing notice of meeting agenda for Members, Board of Directors, and Executive Committee to be attached to the notice calling the meeting. For regularly scheduled meetings of the Board of Directors draft minutes of the last meeting must be provided to Directors 5 days in advance of the meeting, maintaining confidentiality as appropriate

4

In conjunction with the Financial Secretary, maintaining a current list of all Members and their mailing addresses



# HOA BY-LAWS

5  
Responsible for all correspondence related to meeting discussions and content of the Board of Directors

6  
Assuring that motions and votes in meetings of Board of Directors and Executive Committee are accurately represented and recorded in the minutes

7  
Maintaining a list of Directors, their terms of office, and reelection dates

8  
Performing any other duties as may be required by these By-laws, applicable law, and the Board of Directors

**The Treasurer** is responsible for the following:

1  
Maintaining a full and accurate record of all receipts and disbursements of PWA

2  
Serving as a member of the Executive Committee

3  
Creating and maintaining accounting systems to maintain financial controls and reporting mechanisms to support PWA's financial policy. Such controls and mechanisms are to be in accordance with generally accepted accounting principles as may be supplemented from time to time by regulatory authorities, the requirements of SAD, and the direction of the Board of Directors

4  
Preparing an annual budget to be presented and voted upon by the Board of Directors at its December meeting, as well as providing the Board of Directors with periodic updates to the budget, in the form of a report on variances and updates to the budget as the fiscal year proceeds

5  
Arranging for the deposit of all monies to the credit of PWA, with a financial institution(s) approved by the Board of Directors

6  
Providing a financial report at the Annual Meeting of Members and such interim financial statements and reports as requested by the Board of Directors

# HOA BY-LAWS

7

Assuring the financial records of PWA are verified annually as part of annual tax preparation as well as periodic financial audits by an independent Certified Public Accountant to be appointed by the Board of Directors. The Board of Directors may order more frequent verifications if appropriate

8

Assuring that all money owed to PWA is duly collected and that all gifts of money or property to PWA are duly received

9

Performing any other duties as may be required by these By-laws, applicable law, and the Board of Directors

**The Compliance Officer** is responsible for the following:

1

Investigating and resolving all reported complaints and allegations concerning violations of these By-laws, applicable law, and policies and resolutions approved by the Members and/or Board of Directors

2

Reporting such violations or issues to the Executive Committee, who may call a special meeting of the Executive Committee if deemed appropriate for the purpose of discussing such issues

3

The Compliance Officer should be a licensed attorney, if possible, and if not possible, the Board of Directors shall seek appropriate legal representation as needed

4

Performing any other duties as may be required by these By-laws, applicable law and the Board of Directors

**The Financial Secretary** must be consulted and engaged at the Executive or Board of Directors level when fiscal matters require a decision or resolution.

The Financial Secretary shall assist the Treasurer in:

1

Maintaining and monitoring accounting systems related to financial controls and reporting mechanisms and to support PWA's financial policy. Such controls and mechanisms are to be in accordance with generally accepted accounting principles as may be supplemented from time to time by regulatory authorities, the requirements of SAD and the direction of the Board of Directors

# HOA BY-LAWS

2

Preparing an annual budget to be presented and approved by the Board of Directors at its December meeting, as well as providing the Board of Directors with periodic updates to the budget, in the form of a report on variances and updates to the budget as the fiscal year proceeds

3

Managing the collection, deposit and recording of revenues and expenses

4

In the absence of the Treasurer, executing payments and receiving monies, subject to the direction of the President

5

In conjunction with the Secretary, maintaining a current list of all Members and their mailing addresses

6

Performing any other duties as may be required by these By-laws, applicable law and the Board of Directors

## **Section 7 – Meetings and Quorum**

Meetings of the Board of Directors shall be held monthly at a regular day and time to be determined by the Board of Directors. If the Board of Directors so elects, meetings of the Board of Directors may be suspended during certain months of the calendar year.

The decisions concerning meeting location(s) and the manner of the meeting (in person or virtual) are to be made by the President, with input from the Secretary.

A quorum consists of a majority of Directors in office.

## **Section 8 – Notices of Meetings**

Where an in-person meeting is proposed, the Secretary shall circulate a notice 5 days prior to the meeting, indicating the business to be conducted and the place and time of the meeting. No such notice is required where the meeting is a regularly scheduled meeting. Notice of a meeting may be waived by a majority of Directors attending the meeting.

No advance notice is required where a meeting takes place virtually or where a unanimous resolution is circulated for approval. In such instances a reasonable date must be provided by which each Director is required to reply.



# HOA BY-LAWS

Notices of Directors meetings or other matters may be given by hard copy or electronically. Notices may also be given during the course of a telephone conversation provided the Secretary records the substance of the notice and inserts same in the meeting records of the Board of Directors.

## **Section 9 – Absences**

Barring extenuating circumstances, Directors shall not be absent for more than three Board of Directors meetings in a calendar year. More than three unexcused absences of a Director from the Board of Directors meetings in a term year may in the discretion of the President constitute grounds for that Director's dismissal, taking into consideration the circumstances and contributions of that Director.

Notice of an intended absence should be submitted to the President and Secretary in writing (email or text) no less than 24 hours in advance of the next meeting. Failure to do so may constitute an unexcused absence. Where an absent Director is responsible for a particular agenda item, that Director shall consult with the President and Secretary accordingly to arrange for the agenda item to be covered by another Director and/or provide a written summary to the Board of Directors in advance of the next meeting.

## **Section 10 – Resignations**

A Director may resign at any time by giving written notice to the Secretary or the President of PWA. Such resignation shall promptly be made known to the Chair(s) of the Nominating Committee. See Article 6, Section 3, "Nominating Committee." Directors shall be notified of the resignation prior to the next meeting of the Board of Directors, but not later than 30 days from the date of the resignation.

## **Section 11 – Dismissals**

The Board of Directors may dismiss a Director whenever, in its judgment, the best interests of PWA are served, or the Director is incapacitated (or otherwise prevented from acting) and cannot for whatever reason carry out their duties in a timely and efficient manner as determined by the Board of Directors. The dismissal requires an affirmative vote of 66 and 2/3 percent of Directors who are present at a duly constituted meeting.

## **Section 12 – Interim Director Vacancies**

Interim vacancies of the Board of Directors are filled by a majority vote of the remaining Directors, following consideration of a report from the Nominating Committee. See Article 6, Section 3, "Nominating Committee." A person elected to fill a Director vacancy serves the remainder of the term of the vacating Director.

# HOA BY-LAWS

## **Section 13 – Interim Officer Vacancies**

If an Officer position becomes vacant, it may be filled by another Director by the affirmative vote of a majority of the remaining Directors. The newly elected officer serves the unexpired portion of the term of the officer who has vacated or until their successor is elected.

## **Section 14 – Directors Emeriti**

The Board of Directors may at any time appoint a retiring or former Director with the status of “Director Emeritus” or “Director Emerita.” Such Directors are charged with continued leadership or participation in one or more active PWA Committees. Directors Emeriti shall not have voting status and shall serve until their resignation or removal by the Board of Directors pursuant to these By-laws.

## **ARTICLE 6: ASSOCIATION COMMITTEES**

### **Section 1 – Committee Creation and Formation**

The President may, in consultation with the Board of Directors, create committees that in its judgment are required to efficiently carry on the business of PWA.

Committees shall consist of Directors and/or residents of PWA. Standing committees should be chaired by a Director(s) as appointed by the President, who will be responsible for reporting to the Board of Directors on committee activities. All ad hoc committees must have at least one Director acting as chair or co-chair. The President shall call upon such individual(s) to provide a report as appropriate.

### **Section 2 – Executive Committee**

Standing members of the Executive Committee consist of the President, Vice President, Secretary, and Treasurer. The President may invite the Financial Secretary, Compliance Officer, or any another other Director or other person as needed based on subject matter to Executive Committee Meetings. Each standing member of the Executive Committee has 1 vote. A quorum consists of a majority of the standing members of the Executive Committee. In the event of a tie vote, the matter shall be referred to the Board of Directors.

1

The Executive Committee meets as needed at times and places it determines. If the meeting is to be in-person, Executive Committee members are notified of meetings by the Secretary. The notice is delivered to each Committee member at least 5 days prior to the meeting, unless a special meeting is required under urgent circumstances.

# HOA BY-LAWS

No notice is required where the meeting is called electronically, or a resolution is circulated for approval. In such circumstances, if approval is required for an issue by the Executive Committee, reasonable notice must be provided for a response.

2

The President or the Vice President may call a special meeting, without the requirement of a 5-day notice.

3

The Executive Committee has the authority to approve spending in accordance with the Financial Policies and Procedures as adopted by the Board of Directors.

4

The Executive Committee is empowered to take action without full Board of Director approval in urgent or confidential matters or situations, or in limited circumstances when full Board approval is not practicable. The Executive Committee must keep full and accurate records and accounts of its proceedings and transactions. Any actions taken by the Executive Committee must be reported to the Board of Directors, for final approval when necessary, within 30 days or as soon as practicable. No reporting to the full Board is required where the matter being considered is confidential or may result in harm to an individual Member, a Director, or the PWA.

## **Section 3 – Nominating Committee**

The Nominating Committee nominates directors and is charged with the planning and implementation of the election process, with the oversight and approval of the Executive Committee. The Nominating Committee is responsible for identifying individuals whose qualifications and experience would enhance the Board of Directors' pool of talent. The Committee works in tandem with the Board of Directors in identifying skill sets on the Board of Directors which may be deficient or desirable.

The Nominating Committee consists of up to 5 Directors appointed by the President following the election of Officers or anytime thereafter, if there is a vacancy. Members of the Nominating Committee serve a one-year term and may be reappointed.

In the event of a contested election for the Board of Directors, the Nominating Committee shall meet within 30 days of the Annual Meeting for the purpose of confirming eligibility requirements for individuals who have notified the Secretary of their intent to run for election as a Director. See Article 5, Section 1, "Description and Director Qualifications" and Section 2, "Elections." The Nominating Committee shall report to the Board of Directors on its findings in a timely fashion in order for there to be sufficient time to print ballots as well as to make all necessary arrangements for a vote.

In the event of an interim Director vacancy, the President may request recommendations from the Nominating Committee with respect to a vacant Director position. Following an

# HOA BY-LAWS

interim vacancy, the Nominating Committee shall notify the Membership of the vacancy in hard copy and/or electronically within 30 days of the next meeting of the Board of Directors and shall provide opportunity for interested Members to submit their names and qualifications for consideration. The Nominating Committee shall then meet as necessary for the purpose of making recommendations and confirming the eligibility of any potential Directors.

## **Section 4 – Other Standing Committees**

### **Children and Families Committee**

Oversees internal neighborhood events and initiatives for PW residents only, including family and children’s events and gatherings.

### **Communications Committee**

Manages internal and external communications across all Palmer Woods platforms, including the PW Post, eNews, website, branding, block captains, new neighbor welcoming, and social media.

### **Events Committee**

Coordinates all external/public facing activities and neighborhood events for fundraising and promotion, including concert events, home/garden tours, and holiday events.

### **General Services Committee**

Manages general aesthetic and functional matters, including city services, lighting, internet, traffic and signage, snow removal and other general projects throughout the neighborhood.

### **Landscape Committee**

Oversees all aspects of landscaping and maintenance of the publicly-owned islands and neighborhood markers, including mosquito abatement initiatives.

### **Preservation Committee**

Manages neighborhood standards and vacant properties monitoring, working with Palmer Woods residents to maintain a safe, healthy, and aesthetically pleasing environment.

### **Security Committee**

Coordinates with Palmer Woods residents, private security detail, and/or local law enforcement to maintain the safety and security of the neighborhood.



# HOA BY-LAWS

## **ARTICLE 7: ASSOCIATION MEMBERSHIP MEETINGS**

### **Section 1 – Scheduling of Membership Meetings**

A meeting of the Members of PWA is held annually on or before May 15 on a day and time decided by the Board of Directors. The meeting is held in Detroit, Michigan, at a venue decided by the Board of Directors.

A meeting of Members may conduct business provided any resolutions or motions must be approved by a majority of Members present, unless otherwise stipulated in these By-laws.

Special Meetings of Members may be called at any time by the President, by resolution of the Board of Directors or upon petition signed by not less than 33 and 1/3 percent of Members. The petition must be filed with the Secretary.

If the Annual Meeting is not held as described above, a Special Meeting may be called.

### **Section 2 – Notice of Membership Meetings**

Members must be notified of the Annual Meeting in writing by the Secretary. The notice must be delivered to each Member in hard copy or electronically at least 45 days prior to the meeting. Notice may be satisfied if placed in publications of general circulation for Palmer Woods, such as by the eNews or the Palmer Woods Post.

The written notice of the Annual Meeting must state the substance of the proposed business to be transacted at the meeting. No other business will be transacted at the meeting other than that stated in the notice, except where the nature of the item was not reasonably foreseeable at the time the notice of meeting was prepared.

### **Section 3 – Order of Business at Membership Meetings**

The order of business at meetings of Members shall be determined by the Board of Directors. For Annual Meetings, the agenda must include a review by the President, election of Directors, Treasurer's financial report, and Committee reports.

The Compliance Officer shall be responsible for tabulation and recording of all votes by Members and the Secretary shall report on the voting results and record in the minutes the results.

## **ARTICLE 8: CONTRACTS AND LEGAL REVIEW**

The Board of Directors approves all deeds, leases, or other contracts by a majority vote. Additionally, the President or the Executive Committee may, where permitted by these

# HOA BY-LAWS

Bylaws and the Financial Policies and Procedures, approve such deeds, leases, or other contracts. All contracts, payments, and other actions shall undergo legal and financial review as appropriate prior to approval by the Board of Directors, the President, or the Executive Committee.

All contracts must be executed on behalf of PWA by the President or Vice President, which will subsequently be presented to the Treasurer and Financial Secretary for recording and implementation.

## **ARTICLE 9: AMENDMENT OF BY-LAWS**

These By-laws may be amended by Members or the Board of Directors.

Members may amend these By-laws by a vote at an Annual Meeting or Special Meeting. Sixty percent of Members in attendance must approve the amendment(s). Members must be notified of the vote on the proposed amendments to be included at least 45 days prior to the meeting and be provided with sufficient information in the notice of meeting concerning the business to be transacted.

The Board of Directors may amend these By-laws by a vote in favor cast by 60 percent of Directors in attendance, where a quorum is present. The Board of Directors may not amend these By-laws where doing so would present a conflict of interest. The Board of Directors may not amend these By-laws to change the powers, qualifications, classifications, or terms of office for Directors without the consent of the Membership as described above.

## **ARTICLE 10: INDEMNIFICATION**

PWA shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an Officer, Director, volunteer or employee of PWA against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of PWA; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of Directors who are not at that time parties to the proceeding.

The indemnification provided shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification. The right of indemnification under

# HOA BY-LAWS

this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

This Article constitutes a contract between PWA and the indemnified officers, directors, and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer, director, or employee under this Article shall apply to such officer, director, or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

## **ARTICLE 11: INSURANCE**

PWA shall purchase and maintain insurance, at its expense, to protect itself, its property and any person who is or was a Director, Officer, employee, non-Director volunteer or agent of PWA against any liability asserted against such persons or incurred by such persons acting in their PWA capacity, whether or not PWA would have the power to indemnify such person against such expense, liability or loss under applicable law.

## **ARTICLE 12: APPROVAL**

**APPROVED by the Board of Directors on June 14, 2022**

Per \_\_\_\_\_  
President

Per \_\_\_\_\_  
Secretary

# SQUARE FOOTAGE MAPS



# SQUARE FOOTAGE MAPS (D-50)

**DESIGN ID: 10000000**

Design Firm  
300 E. Park St.  
Huntington, WI 54949

**D/DOM**

Construction Management Firm  
300 E. Park St.  
Huntington, WI 54949

**Project Manager**  
Brent J. Brunsbach  
bbrunsbach@didom.com  
920.782.0000

**Client**  
A. David B. Norwood  
1600 W. Jackson St.  
Burlington, WI 53111  
920.782.0000

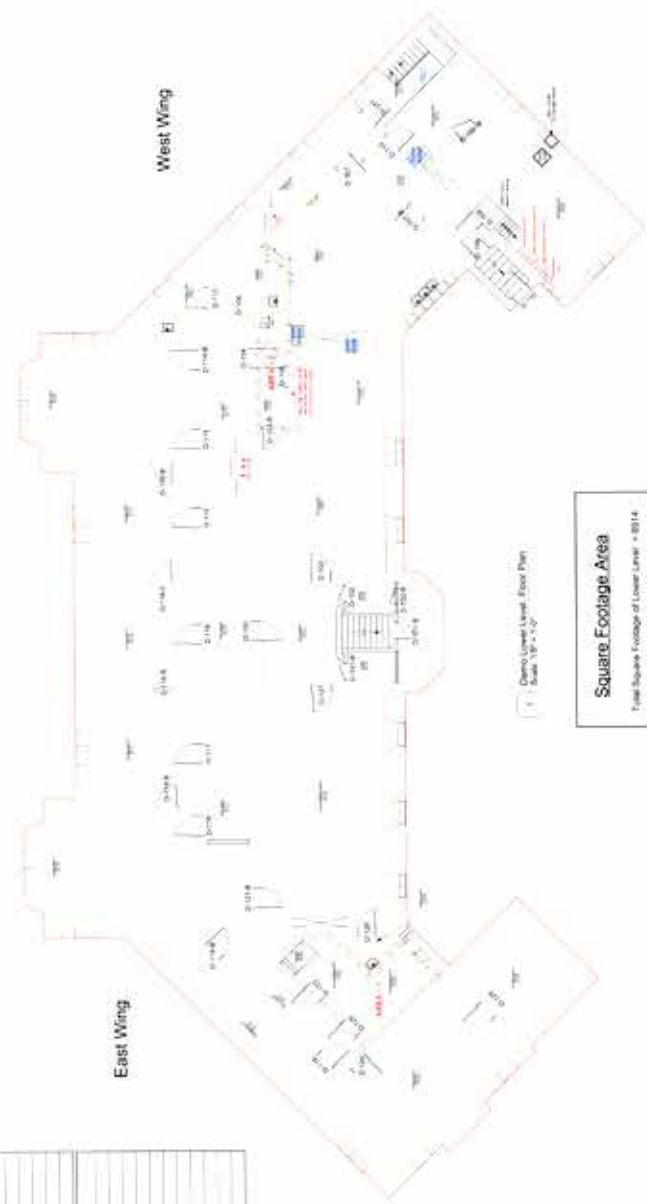
**Project No.**  
10000000

**Date**  
07/12/2017

**PROJECT TITLE**  
Bloomington  
Bloomington  
1600 W. Jackson St.  
Bloomington, WI 54806

**PROJECT TITLE**  
Lower Level Demo Plan

**REVISION NUMBER**  
**D-50**



**Square Footage Area**

Total Square Footage of Lower Level = 8914  
 Square Footage of Area 1 Demo = 492  
 Square Footage of Area 2 Demo = 77  
 Total Square Footage of Demo Area = 569

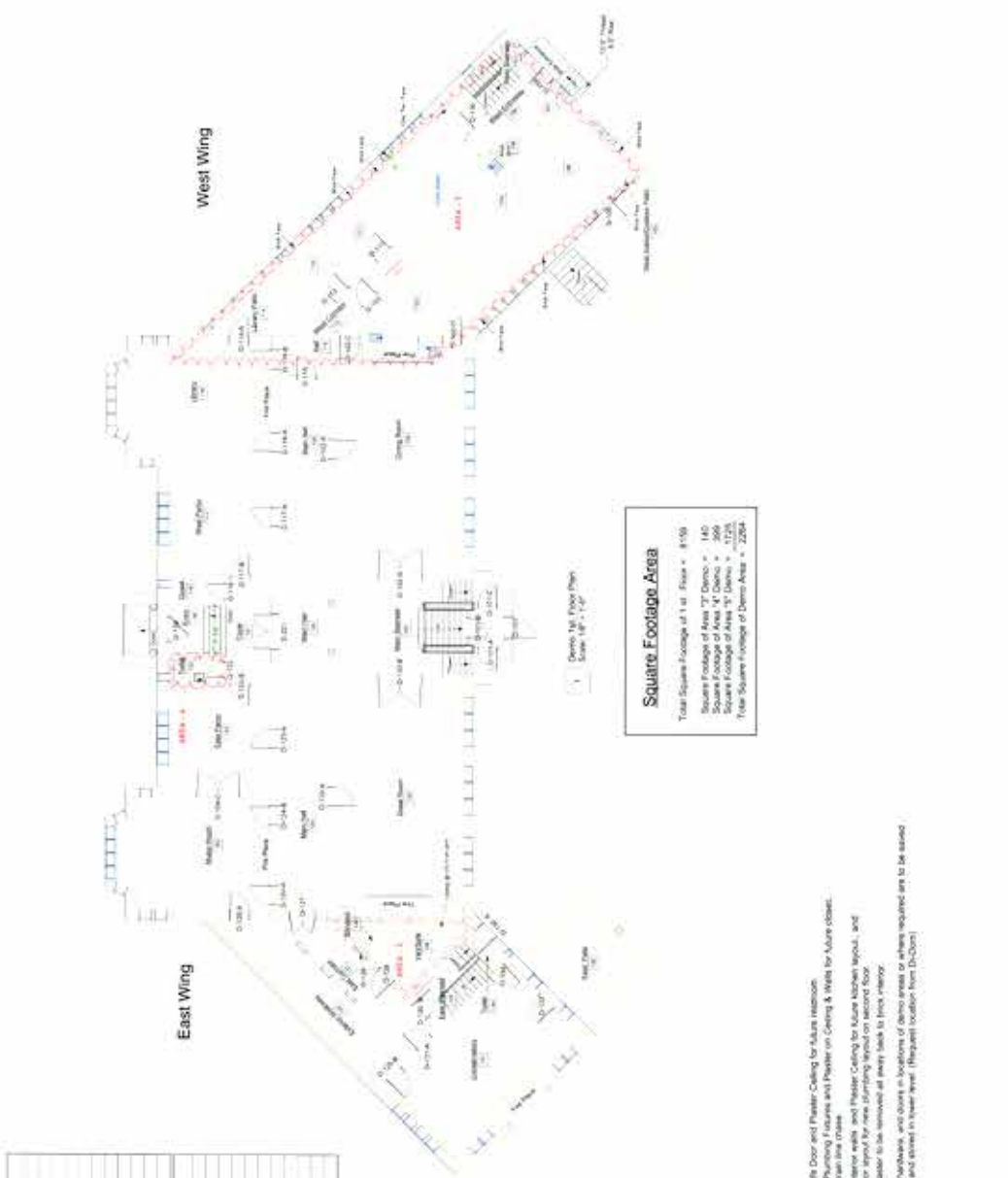
Rev.	Date	Revised	By	Checked
1		Original Design Project Set		

**SHEET NOTES:**

- 1) Area #1 - Remove existing electrical riser and remove doors for new fire-rated wall-cladding and locking entrance doors
- 2) Area #2 - Remove existing walls and ceiling grid and walls and ceiling grid for new entrance doors and walls for doors of new walls
- 3) All dimensions to be taken and shown in lower level. (Request location from D/Dom)

# SQUARE FOOTAGE MAPS (D-100)

 <b>DESIGN IDEOLOGY</b> <small>ARCHITECTURAL DESIGN</small>		<b>DI/DOM</b>	 <small>Professional Engineer</small> <small>State of Maryland</small> <small>Registration No. 01593</small> <small>Expiration Date: 12/31/2015</small>
Daniel F. Pines Principal 1000 North Green Springfield, MA 01105	200 E. Frank St. Birmingham, AL 35203	International Management Group 200 E. Frank St. Birmingham, AL 35203	Robert L. McLaughlin Architectural Designer 1000 North Green Springfield, MA 01105 Phone: 413-788-1111
1000 North Green Springfield, MA 01105	1000 North Green Springfield, MA 01105	1000 North Green Springfield, MA 01105	1000 North Green Springfield, MA 01105
1000 North Green Springfield, MA 01105	1000 North Green Springfield, MA 01105	1000 North Green Springfield, MA 01105	1000 North Green Springfield, MA 01105



Issue Sheet	
No.	
Date	
Description	
By	
Checked	
Revisions	
No.	
Date	
By	
Checked	

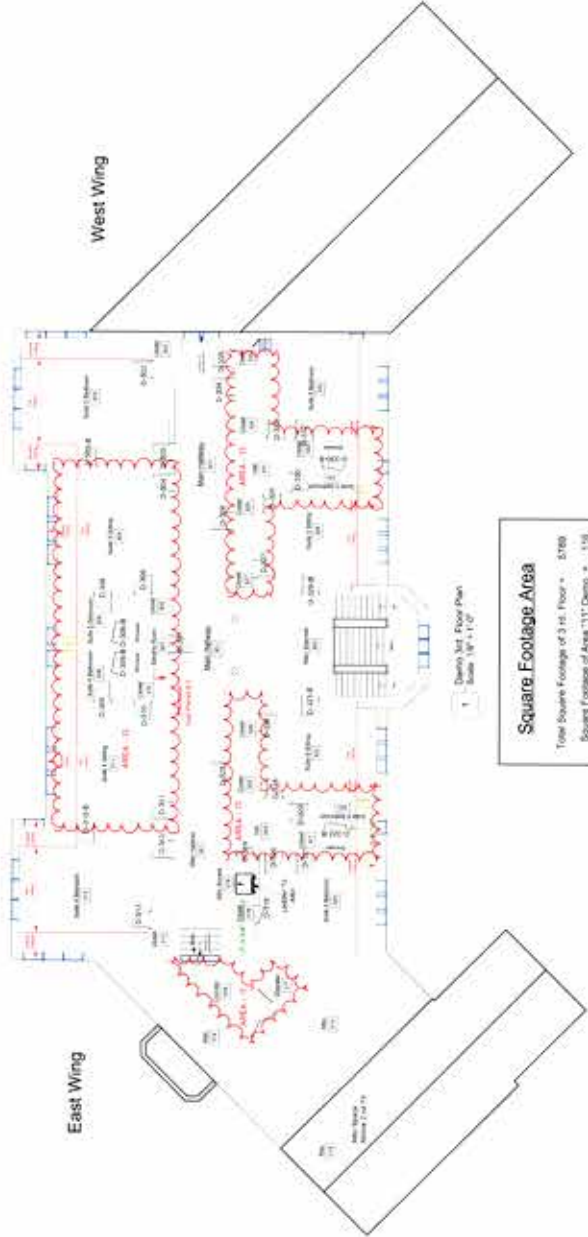
### SHEET NOTES:

- 1.1) Area 1 - Remove Visual Safety Door and Plaster Ceiling for Future restrooms.
- 2.1) Area 4 - Remove existing Plumbing Fixtures and Plaster on Ceiling & Walls for Future offices, with new plumbing added to run the routes.
- 3.1) Area 5 - Remove existing Plaster Ceiling for Future kitchen layout, and remove structural support floor area for new starting ramp for new street door.
- 4.1) All areas of indoor walls, plaster to be removed all away back to brick masonry.
- 5.1) All base castings about pitch corrugated, and shall be the height of above finish, or when required are to be raised. These items are to be labeled and shown in lower level. (Request layout from DI/DOM)



# SQUARE FOOTAGE MAPS (D-300)

 <b>DESIGN IDEOLOGY</b> <small>ARCHITECTURE INTERIORS</small>	Design Firm 200 E. Franklin St. Birmingham, AL 35202	 <b>DIDOM</b> <small>DESIGN IDEOLOGY DESIGN OPERATIONS MANAGEMENT</small>	224 E. Park St. Birmingham, AL 35202	 Project Manager Samuel J. Swisher II #10141-0022 sjs@didom.com	 Designer A. Scott & Associates 10000 Lakeshore Dr. Auburn, AL 36811 Raymond L. Scott, P.E. #22113-00173
	PROJECT TITLE 1400 McJannet Dr. Birmingham, AL 35202		DRAWING TITLE 3rd Floor Demo Plan		



Square Footage Area	
Total Square Footage of 3rd Floor	8760
Square Footage of Area #11 Demo	115
Square Footage of Area #12 Demo	360
Square Footage of Area #13 Demo	420
Square Footage of Area #14 Demo	420
<b>Total Square Footage of Demo Area</b>	<b>1315</b>

Rev.	Date	Issued Name	Scale
1		AMW/MS/Thomas Perrett/See	

Rev.	Date	Revised Name	Scale

**SHEET NOTES:**

- 1) Area # 11 - Remove existing interior wall. Plaster on walls and ceilings at Abc 314, and Corridor 314
- 2) Area # 12 - Remove existing interior walls. Plaster on walls and ceiling. Remove existing light weight cement down to structural floor cement. Remove Plumbing Fixtures and Cabinets. Demo existing electrical outlets, switches, and ceiling light junction boxes.
- 3) Area # 13 - Remove existing interior walls. Plaster on walls and ceiling. Remove existing light weight cement down to structural floor cement. Remove Plumbing Fixtures, existing Plumbing items and ceiling. Demo existing ceiling light junction boxes.
- 4) Area # 14, Remove existing interior walls, Plaster on walls and ceiling. Remove existing light weight cement down to structural floor cement. Remove Plumbing Fixtures, existing Plumbing, electrical, existing electrical controls, switches, and ceiling light junction boxes. Complete the Demo.
- 5) All areas at exterior walls, ceiling to be removed at every level to track interior.
- 6) All items outside, such as, partitions, and doors, in locations of demo areas where required are to be saved. These items are to be saved and stored in back yard. (Prepared for use on job D-300)



# SQUARE FOOTAGE MAPS (G-1)



## BISHOP MANSION RENOVATION



See drawings for other notes. See also the project manual for a complete list of specifications. See also the project manual for a complete list of specifications. See also the project manual for a complete list of specifications.

### Legal Description

Property Description:  
Lots 24&25, 24&26, 24&27 and the West 65 feet of Lot 23, Palmer Woods Subdivision,  
as recorded in Liber 32, Page 13, Wayne County Records.

### LOCATION MAP



### CODE COMPLIANCE

All construction to comply with the latest adopted Michigan Rehabilitation Code for Existing Buildings & incorporating the latest International Building Code, Plumbing, Mechanical and Electrical codes, ordinances, and requirements as well as State of Michigan Energy Code.

### Construction Type

Type I.

### Use Group

Use Group R-2

(A Michigan Registered Historic Site)

### Square Footage

Square Foot Total	21,192
Square Foot Demo Lower Level	314
Square Foot 1st Floor	2,264
Square Foot 2nd Floor	1,833
Square Foot 3rd Floor	1,377
Square Foot of Demo Area	4,208

### INDEX OF DRAWINGS

SHEET NO.	DRAWING NAME
GENERAL	
G-1	Project Information
G-2	General Notes
DEMOLITION PLANS 1/8" Scale	
D - 50	Lower Level Demo Plan
D - 100	1st Floor Demo Plan
D - 200	2nd Floor Demo Plan
D - 300	3rd Floor Demo Plan

No.	Date	Revision Name	Name
1		AW/DBM	Design Permit Set

No.	Date	Sheet Name	Name
1			

# PRELIMINARY TITLE

# PRELIMINARY TITLE



First American Title™

Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)

## ALTA COMMITMENT FOR TITLE INSURANCE

### TABLE OF CONTENTS

	<u>Page</u>
NOTICE	2
COMMITMENT TO ISSUE POLICY	2
COMMITMENT CONDITIONS	3 - 5
SCHEDULES	6

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# PRELIMINARY TITLE



First American Title™

Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)

**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: \_\_\_\_\_  
**Kenneth D. DeGiorgio, President**

By: \_\_\_\_\_  
**Lisa W. Cornehl, Secretary**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# PRELIMINARY TITLE



First American Title™

Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I – Requirements;
- f. Schedule B, Part II – Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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# PRELIMINARY TITLE



First American Title™

Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)

## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I – Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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# PRELIMINARY TITLE



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Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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First American Title™

Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Title Connect LLC  
Issuing Office: 28470 West 13 Mile Road, Suite 325  
Farmington Hills, MI 48334  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: TC01-112887  
Issuing Office File Number: TC01-112887  
Property Address: 19366 Lucerne Drive, Detroit, MI 48203  
Revision Number: 1

**SCHEDULE A**

1. Commitment Date: March 19, 2024 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy  
Proposed Insured: **Proposed Purchaser**  
Proposed Amount of Insurance: **\$**  
The estate or interest to be insured: **fee simple**
  - (b) 2021 ALTA Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: **\$**  
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:  
fee simple
4. The Title is, at the Commitment Date, vested in:  
[104 Investments, LLC, a California Limited Liability Company](#)
5. The Land is described as follows:  
See Exhibit A attached hereto and made a part hereof.

**TITLE CONNECT LLC**

28470 West 13 Mile Road, Suite 325, Farmington  
Hills, MI 48334  
Telephone: (248) 642-3256

Countersigned by:

Walter D. Quillico  
Title Connect LLC, License #0041442

**FIRST AMERICAN TITLE INSURANCE COMPANY**

1 First American Way, Santa Ana, CA 92707

By: \_\_\_\_\_  
Kenneth D. DeGiorgio, President

By: \_\_\_\_\_  
Lisa W. Cornehl, Secretary

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# PRELIMINARY TITLE



First American Title™

Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)

## SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly Authorized and Executed Warranty Deed from Recited Owner to Proposed Insured to be executed and recorded at closing.

5. Pay unpaid taxes and assessments unless shown as paid.
6. The full gap coverage set forth in the 2021 ALTA Loan Policy (the "Policy") will be provided to the insured lender provided that the Title Agent closes and disburses the loan secured by the mortgage to be insured and the insured lender has in its possession a closing protection letter which has not been canceled. This gap coverage is specifically referenced in paragraph 14 of the Covered Risks of the Policy and provides "Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records". The Policy will only include exceptions disclosed by this commitment and any amendments to or updates of this commitment provided to you prior to closing.
7. Provide Company with fully executed copy of Purchase Agreement.
8. Provide company with a final meter reading and a receipt indicating all amounts are paid in full prior to closing. If the final meter reading and a paid in full receipt is not provided before closing the following Exception will appear on the final Policy.

NOTE: This Policy does not insure against any delinquent, past due or current water/sewer charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water/sewer bill prior to Closing.

9. Submit a copy of the Operating Agreement of 104 Investments LLC. Further Requirements may be made upon review of the Operating Agreement.

Submit Limited Liability Company's Resolution from 104 Investments LLC, authorizing said Limited Liability Company's to buy/sell/mortgage captioned property and further authorizing a designated member(s) to act on behalf of said company.

Submit evidence that 104 Investments LLC is in good standing. Certificate of Good Standing should not be older than six (6) months.

10. Record Termination of Notice of Commencement recorded June 23, 2021 in [Liber 56824 , Page 217](#) , Wayne County Records.

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First American Title™

Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)

11. Record Discharge of Claim of Lien filed by R. Green Excavating LLC dated January 10, 2023 and recorded January 11, 2023 in [Liber 58035, Page 1166](#), Wayne County Records.
12. Our review of the current vesting deed as shown in the Public Records indicates a substantial increase in the value of the captioned land since the prior vesting deed of record. Attached hereto, please find our Questionnaire Regarding Property Improvements, which you will need to fill out, sign and send back to us before scheduling our closing. After our review thereof, additional documentation/information may be then deemed necessary.
13. Provide evidence of the purchase price or the amount of any mortgage to be insured and identify any proposed insured. Once a proposed insured has been identified, additional requirements and exceptions may be made.

This commitment shall be effective only when the amount of the policy, in amount greater than \$0.00, has been inserted in Schedule A by the Company.

14. Please be advised that our search did not disclose any open mortgage of record. If you should have knowledge of any outstanding obligation, please contact the Company immediately. We reserve the right to make further requirements pertaining to this matter which may include, but is not limited to, an affirmative representation that this property is not encumbered by a mortgage interest.
15. NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
16. PAY THE FOLLOWING TAXES AND ASSESSMENTS AS INDICATED UNLESS SHOWN AS PAID. ALL TAXES INDICATED AS DUE ARE BASE AMOUNTS ONLY. PENALTY AND INTEREST, IF ANY WILL BE ADDED AT TIME OF CLOSING:

Parcel ID Number: 02004871.

Taxes are:

2023 Winter Amount: \$11,167.67 PAID

2023 Summer Amount: \$91,993.26 PAID included \$495.00 for SMS PW

Special Assessments: NONE

Principal Residence Exemption (PRE) 0%

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Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)

## SCHEDULE B, PART II – Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Covenants, conditions and restrictions and other provisions as contained in instrument recorded in [Liber 9281, Page 267](#); [Liber 9114, Page 31](#); [Liber 7757, Page 425](#); [Liber 7451, Page 313](#); [Liber 7475, Page 95](#); [Liber 7205, Page 524](#); [Liber 9281, Page 267](#), Wayne County Records. Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.
8. Subject to the easements, restrictions and reservations contained in the Palmer Woods Plat recorded at Liber 32, Page(s) 16, Wayne County Records.
9. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
10. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned Land.
11. Taxes which are a lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a lien or become due and payable subsequent to the date of the Policy, including all assessments for weed cutting, grass cutting or any other matters for which City services were provided but not assessed against the tax rolls prior to the effective date of the Policy.

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Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)

12. This Policy does not insure against any delinquent, past due or current water/sewer charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water/sewer bill prior to Closing.
13. The lien, if any, of real estate taxes, assessments, blight, civil fines, false alarm fees, sewer and/or water charges, not yet due or payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any principal residence status for the insured premises.
14. This Policy does not insure against any delinquent, past due or current water/sewer charges pertaining to the subject property resulting from any and all tenant water/sewer account(s) between said tenant(s) and the municipality, which are separate and distinct from any water/sewer account(s) between the owner of the property and the municipality.

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Michigan - 2021 v. 01.00 (07-01-2021)

## EXHIBIT "A"

The Land referred to herein below is situated in the County of Wayne, State of Michigan, and is described as follows:

Land situated in the City of Detroit, County of Wayne, State of Michigan Described as follows:

Lots 246, 247, 248, 249 and the West 60 feet of Lot 235, Palmer Woods Subdivison, as recorded in Liber 32, Page 16, Wayne County Records.

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# PHOTOS



# EXTERIOR PHOTOS





# EXTERIOR PHOTOS





# EXTERIOR PHOTOS





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# EXTERIOR PHOTOS



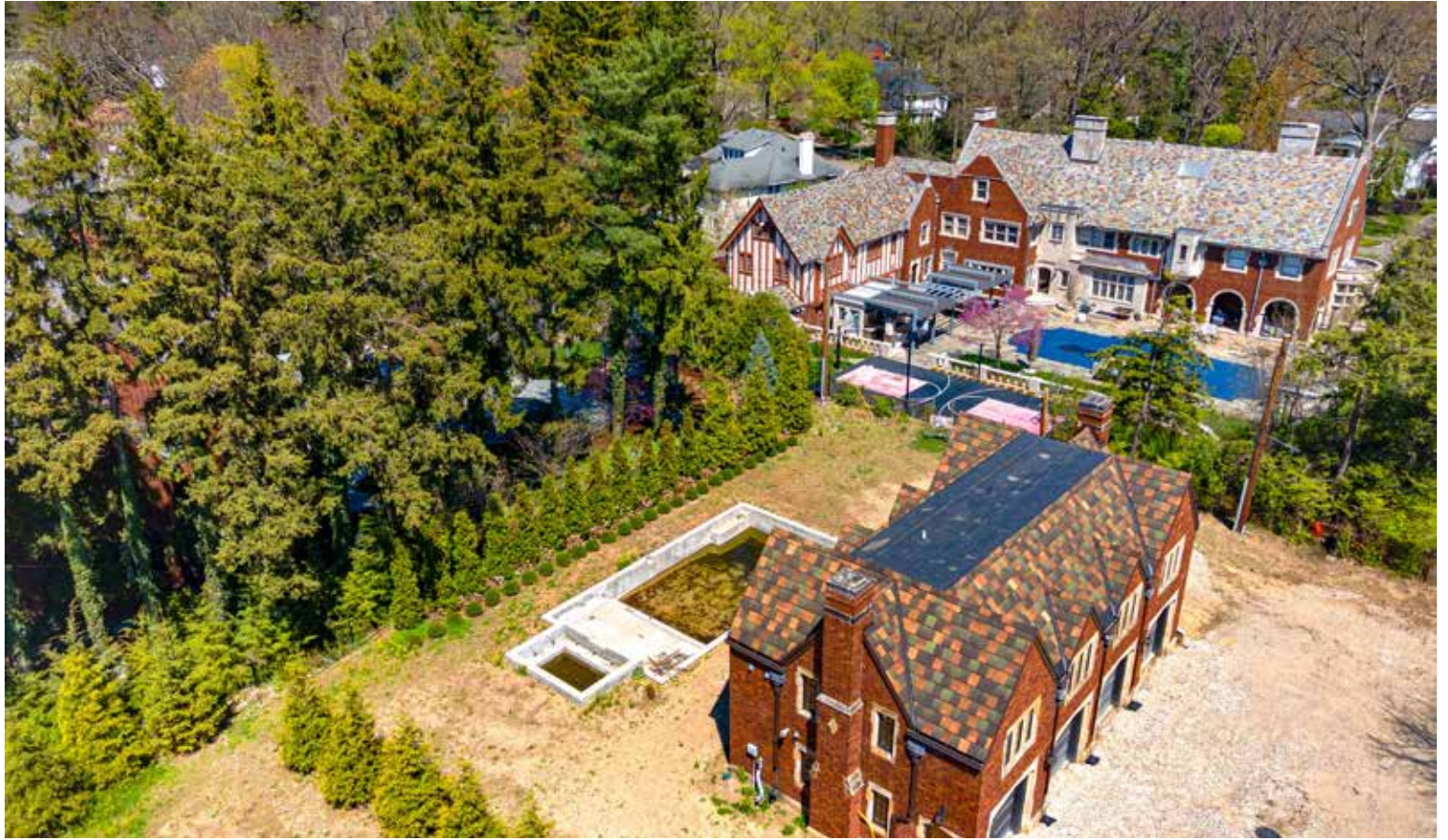


# EXTERIOR PHOTOS





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