

A publication of Michigan Realtors®

# MICHIGANREALTOR®

*a new **ripple**  
that might become  
a **wave***



PLUS

Internet Data & Leads

Short-Term Rental Rights

President's Report



Drafting Purchase Agreements

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JANUARY 2020

Volume 19 | Number 1



MICHIGAN REALTORS®

# ACHIEVE

Ypsilanti • January 30–31, 2020

*Engaging Realtors® • Building Leaders*

MICHIGAN REALTORS®

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Vision**

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{ JANUARY | TWO THOUSAND & TWENTY | VOLUME NINETEEN | NUMBER ONE }



## Getting ready to Achieve

Every new year brings with it a renewed passion, energy, and commitment. 2019 was incredible, with the housing market finishing strong and leaving us with so much optimism for the months to come. The year 2020, however, is extra special. This is the year that we take advantage of 20/20 vision and really look deeply at where we are as professionals, as an industry and as people. This is the year for innovation and growth as we look towards the future of real estate.

It is my great honor to serve you as your 2020 President. I hope that you will join me in looking toward the coming year with the goal of refining your processes, tools, resources, network and teams. This year will be a journey for us all as we become more informed, confident and prepared. As you grow, you become an invaluable asset to your clients and strengthen the Realtor® brand as a result.

As you consider your goals and aspirations for the coming year, start the year off strong by registering now for Achieve. Why should you attend? This is the Michigan Realtors® premier leadership event and it's the

2020. Achieve is an incredible opportunity to network with some of the biggest influencers, while taking in the new trends in our industry, legislative developments and leadership. Open your mind to meeting colleagues, building relationships and laying the foundation for success.

### ACHIEVE

#### ENGAGING REALTORS® - BUILDING LEADERS

January 30-31, 2020

*Ann Arbor Marriott Ypsilanti at Eagle Crest*

I look forward to seeing you there! And, while you are at Achieve, be sure to participate in two very special events when we will honor some very important members of our organization.

#### RPAC Recognition Lunch

*Join in the celebration of the 2019 Local Association RPAC Achievement Award winners and all Michigan RPAC investors.*

#### President's Reception

*Be my guest and attend the installation of your 2020 President-Elect, Treasurer and newly-elected Directors.*

Be sure to watch for other Michigan Realtors® special events and announcements throughout the year on our website, in this publication and on social media. Also, follow us on Facebook and YouTube so you don't miss a thing!

Of course, I cannot possibly do this alone and I thank my leadership team and the countless volunteers who will give their time to help me help you in this coming year. Please consider joining us in any capacity - big or small. There is a task for everyone here at Michigan Realtors®, and the more arms and elbows working together, the lighter the work becomes. I can guarantee that you will meet some exceptional people with brilliant ideas! And, you will probably have some fun doing it, too!

Welcome to 2020 - the year we all put our greatest energy, commitment and resolve into bringing the highest quality service to our clients and industry - because That's Who We R!

May your vision in 2020 be nothing less than 20/20! ●

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## January 30-31, 2020

Achieve

Ann Arbor Marriott Ypsilanti at Eagle Crest, Ann Arbor

As the premiere leadership event of the Michigan Realtors®, Achieve provides leaders of every level with the tools needed to be the change they want to see in their local associations, offices, and communities. The two-day conference gathers over 200 highly involved Association leaders and public policy advocates.

## April 29, 2020

Broker Summit

The Inn at St. John's, Plymouth

Are you a Broker, an aspiring Broker or a manager looking to gain a competitive edge on the issues that impact your brokerage? the Michigan Realtors® Broker Summit brings together elite brokers and Realtors® from around the state to address current real estate and market trends that impact their bottom-line.

## October 7-9, 2020

The Convention

Amway Grand Plaza Hotel & DeVos Place, Grand Rapids

For Michigan Realtors®, The Convention is the largest gathering of real estate professionals, with over 1,200 in attendance. Over 80 companies participate in the industry tradeshow which showcases many products and services involved in the day-to-day business of real estate.

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## The Ballad of Short-Term Rental Rights and Homeowner Accountability

This is a song you've heard before. As part of our mission statement, a fundamental guiding principle of the association is to be an engaged advocate for private property rights. To that end, the protection of vacation rentals is an issue that Michigan Realtors® has engaged in for decades. The association believes the freedom to maximize the value of residential property really is a fundamental property right. Not only is it a right that is built into the fabric of our state's recreation traditions – it is also a right, that if removed or unduly compromised, impacts the ability of many to own a second home.

Acknowledging that there are private property rights on both sides of the short-term rental debate, Michigan Realtors® recognizes the charge of local governments to protect the use and quiet enjoyment of its property owners, both residing full-time and part-time, through uniformly and consistently applied ordinances and police powers. In that spirit, Michigan Realtors® supports balancing private property rights with a local government's service to its property owners and tax base, irrespective of whether they occupy the property year-round or on a part-time basis.

Over the last two decades, issues surrounding short-term rentals and Michigan's vacation rental tradition have both emerged and evolved, making short-term rental rights an area that has become exasperatingly complex. Case in point, you could ask the same person a series of questions and come up with a head-scratcher of a conclusion:

1. *Do you support private property rights?*

YES!

2. *Do you like the short-term rentals as an option for your vacation needs?*

YES!

3. *Would you want a short-term rental next door to your own home?*

Hmm...

When it comes to this debate, these three questions and answers are inescapable. However, I don't believe they are as "at-odds" as one might think. The issue of accountability, i.e. a property owner having a firm stance against discourteous renters, is a meaningful contrapuntal line that weaves its way throughout this debate. And depending on your perspective, the issue of local control and enforcement can either be the angelic voice

of reason or the dissonant cacophony of governmental overreach – which leads to a fourth question; one that I think could lead to a potentially more agreeable Q&A:

4. *If a short-term rental property owner were held accountable for exercising their property rights, would you be ok with a short-term rental next door to your home?*

Yes. While I might not love it, I recognize and appreciate the right and the lengths that my neighbor is willing to go to exercise that right.

Did we just solve this debate in four questions? No, we've just been called a "smart aleck" by a cross-section of local government and Michigan property owners around the state. Unfortunately, there will always be people that disagree with the position that vacation rentals (or rental rights period) are a fundamental property right. However, the Michigan Realtors® Public Policy Committee believes that opposing short-term rental rights is shortsighted.

As we explore legislative solutions to protect our vacation rental traditions, there has never been that "four questions and an 'ah-ha' moment." There seems to be general agreement that the demand for vacation rentals in Michigan is not going anywhere. However, there continues to be intense debate about exactly where they should be allowed to go. To go that route, we are left with the unenviable task of picking the winners and the losers of the short-term rental lottery instead of allowing the marketplace and local regulatory structure to determine the so-called saturation point for when it makes sense to host a property as a vacation rental.

For better or worse, our legislative process is a very deliberative one. It rarely moves quickly and there is rarely a conclusion that leaves everybody feeling satisfied. That doesn't mean that we leave the discussion. It does mean, however, that we also look around for other venues to make the arguments and seek the necessary and aforementioned balance of property rights and accountability. And as many a lawmaker has said during this process, "I wonder what the courts will have to say about this."

### PUBLIC POLICY AND LEGAL ACTION IN HARMONY

As if in time and slightly off-key, there have been a series of decisions in the trial courts and Court of Appeals in Michigan that have substantially restricted the rights

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of Michigan property owners to use their property for short-term vacation rentals. In many cases, local governments have reinterpreted their existing zoning ordinances (which had long been read as permitting short-term rentals) to outlaw them. This reinterpretation of existing language in the ordinance deprives owners of the right to a continued legal nonconforming use of their property as a short-term rental. The Michigan Realtors® Legal Action Committee has recently authorized involvement in one case in particular.

### **REAUME V SPRING LAKE TOWNSHIP**

Susan Reaume consulted the zoning ordinance and Township officials before investing \$12,000 in her home to make it attractive as a short-term vacation rental. When the Township later passed ordinances severely restricting short-term rentals and requiring a license, she applied based on her prior nonconforming use. The Township denied her application and said her prior use as a vacation rental was illegal.

Before the amendment, the Spring Lake ordinance authorized use of the property as a "Dwelling, Single-Family," a term ubiquitous in Michigan zoning regulations. Using terms similar to many other ordinances, "dwelling" was defined to include a building occupied as a "sleeping place, either permanently or temporarily by one (1) or more families, but excluding a Motel or tourist room." That language would seem to allow short-term rental to a family. The Court of Appeals agreed with the Township, however, and said short-term rental of Reaume's home to a single family did not qualify for two reasons: First, this use allows one family only, and "family" expressly excludes "transitory or seasonal" relationships. Second, the court held that the transient nature of the occupancy alone made the use equivalent to a "Motel," excluding it from the definition of "dwelling," even though the definition of a "Motel" also requires more than one "Dwelling Unit." In her application to the Supreme Court, Ms. Reaume asserts that the Court of Appeals decision confused the definition of a "family," which is a permanent relationship, with the definition of the use as a single-family home that need not be permanent. In other words, a permanent family may occupy a single-family home temporarily.

Because the terms "single-family dwelling" and "family" are so widely used in Michigan zoning, the decision could change the meaning of hundreds of zoning ordinances across the state. The case does not address the terms used in other short-term rental decisions that hold that the rental of any dwelling is not residential but commercial because money changes hands. Nonetheless, it may afford the Supreme Court an opportunity to consider the holdings in other states that have not allowed local governments to engage in this form of reinterpretation.

The Supreme Court has scheduled the application for oral argument and ordered supplemental briefs on the specific terms at issue. While we continue to work on a legislative solution, Michigan Realtors® is hopeful to have its voice heard by the Michigan Supreme Court in supporting private property rights, shifting the discussion back to reasonable regulation and accountability.

Please follow along for breaking news through our social media and E-news publications. Additionally, be the first to receive legislative Call for Action alerts on your mobile phone by texting the word "REALTOR" to 30644. ●





## Gather and Leverage the Right Data

Thanks to online property searches, you can gather and use a lot of valuable information about prospective buyers – if you know where to look.

BY KATHLEEN KUHN

Most prospective homebuyers do at least some Internet research when looking for properties. In fact, according to the National Association of Realtors, a full 50 percent of buyers found the home they ultimately purchased through an online search.

This trend toward online home research doesn't just result in savvy, educated buyers. It also generates trackable web searches that provide valuable demographic and behavioral data about potential buyers.

As a real estate professional, you can leverage this data to create potential customer profiles and generate leads. However, it only works if you're getting the right numbers, through the right channels and using them effectively.

### BIG DATA MEANS BIG BUSINESS FOR REAL ESTATE

In any business, reaching the right client at the right time is essential for landing a sale. This is especially true in real estate, where catching buyers and sellers at the exact moment they need an agent is a key to generating business.

There are countless companies out there that collect real estate data and

offer helpful analytics on those data points. With demographic data from the people who search websites like Realtor.com, Trulia and Zillow, you can predict which of those consumers are most likely to turn into future home buyers.

These predictions can then inform lead outreach strategies, website features and marketing campaigns that target potential buyers.

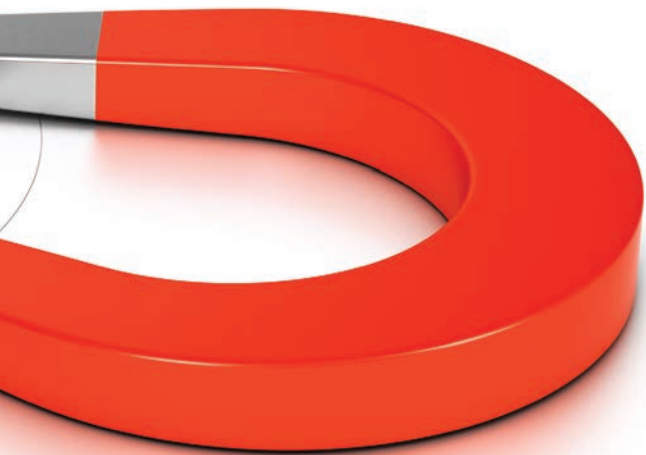
### DISTILLING THE DATA FOR LEAD GENERATION

Let's say you obtain data from a real estate listing website. How do you begin to make sense of this massive amount of information?

You could spend hours (or more likely, days) sifting through each line of data to figure out which consumers have the most relevant activity to suggest they're likely to buy or sell soon. Or, you could take advantage of tools that use big data to help real estate agents target leads.

Predictive marketing platforms like Buyside and SmartZip are designed to harness the vast amounts of consumer data and analyze it to predict which homeowners are likely to sell soon.





While these tools are compelling, they do come with a price tag. Fortunately, with a little bit of know-how, you can access data analytics from free online resources.

U.S. Census Bureau data and City Data can help you create profiles of towns and city neighborhoods, and gather demo-graphic statistics of people who live there. Additionally, public property records can tell you how long an owner has currently lived in a home. Knowing this may help you understand when someone is most likely to sell, based on average homeownership tenures in your area.

#### **BALANCING DATA ANALYTICS WITH RELATIONSHIP-BUILDING**

While the right data may increase your pool of leads, closing deals is still all about building relationships. You still need to develop your reputation as a trusted local agent and provide excellent client service if you want to keep earning new business.

By striking the right balance between data analytics and relationship-building, you'll be well on your way to finding great leads, generating repeat business and getting referrals from satisfied clients. ●



*Kathleen Kuhn is President and CEO of HouseMaster, the original home inspection franchise. She oversees an organization with more than 320 franchise locations across the U.S. and Canada.*

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# the state of the **iBUYER FOOTPRINT**

BY BRIAN BAIR

The landscape of real estate today looks increasingly diversified as new, tech-driven companies are entering the market and offering additional services to home sellers and buyers. Now, there are multiple real estate tech players, some similar, some distinctive, offering something that generally hadn't been available in real estate before: a direct sale and simplified purchase. These PropTech companies, referred to as iBuyers due to their specialties in near on-demand, tech-enabled home buying, are known for leveraging modern tech and connectivity to buy and sell homes. These companies have launched with significant public awareness over the past five years; as they grow in volume and their footprint in the industry widens, their offerings continue to mature beyond the novelty they introduced consumers to direct home buying for ease and convenience.

A testament to their success, even industry-leading organizations like Keller Williams, are joining the movement. Consumers, investors, like-minded companies, and others are taking notice and starting to get involved to leverage the real estate tech impact that is taking shape nationwide.

## ***operating in limited markets***

Though this tends to be a big news topic to industry professionals and active home sellers and buyers, the reality is that iBuying companies are currently operating within a limited number of markets around the country and now command a relatively small portion of market share within those areas. Last year, iBuyers accounted for less than 1% of home transactions in the United States. The reason such a relatively small-impacting movement is getting so much attention, however, is because the real estate industry has never experienced this kind of shift before the technological upgrade many industries have already received. Many anticipate that this express version of home selling will continue to increase significantly in popularity and value to consumers over the coming years.

Most consumers are buying or selling where iBuying capabilities are not yet available. But maybe the topic is gaining disproportionate traction beyond the number of consumers they currently serve because it has the potential to scale and secure a more significant share of the national market. The demand for the iBuyer solution is proliferating. It's already changing the way homes are sold and purchased, even among traditional organizations.

## ***phoenix is ibuyer hotspot***

All the major players in this niche currently share the same 20 metro areas in the United States, where the iBuyer option is available today.

Of those markets, Phoenix has become known as the iBuyer hot spot. It is where iBuying began five years ago, and where consumers are most aware of this option. More than 5% of home transactions in 2018 were conducted by iBuyer companies there. Phoenix's housing market could also be contributing to the greater iBuyer market share in the metro, as well as the type of buyer in the area, and many other factors. If time alone is the crucial element, we can expect other iBuyer markets to reach this level of popularity within the next few years.

Consumers may wonder why these companies are all competing in the same markets, while the majority of home sellers and buyers nationwide do not yet have them as an option. As the iBuyer niche is still being refined, these organizations tend to find that specific markets are best for their services and optimized capabilities.

### **advances in ibuying**

The iBuyer solution provides value to consumers when they can make competitive home offers quickly and efficiently. Algorithms, numerous data points, as well as real estate expertise, determine a competitive offer. These homebuyers issue competitive offers in as fast as 24 hours. When this technology was first developed, it was helpful that homes were in homogenous markets with little variety. Now that abilities in iBuying have expanded, the most successful businesses (now using local professional expertise to make home offers) can serve neighborhoods where homes are more diverse.

Still, we see that the iBuyer offering is most heavily available in the southern parts of the country. Generally, where companies offer the instant cash offer, places where homes are bought and sold frequently, there is a substantial volume of newer home inventory. These home-buying companies tend to operate on small margins, so allocating resources in markets where they are likely to have high volume is imperative. A critical factor in the property purchase price for these companies is the data surrounding recent real estate activity in the area.

It accounts for similar homes in the same neighborhood, as that information can be used in making competitive offers.

Currently, most companies offering the iBuyer solution purchase single-family homes built after 1960 with common sizes and features that are on lots no larger than an acre.

While the parameters may seem narrow, houses with these qualities represent the majority of homes people are buying and selling today. At least for now, the iBuyer solution is focused on the most common properties becoming available to as many people as possible in their markets. As this model, and the capabilities of these companies, have become more sophisticated, some are beginning to expand their product offerings to provide more for the general population of real estate consumers.

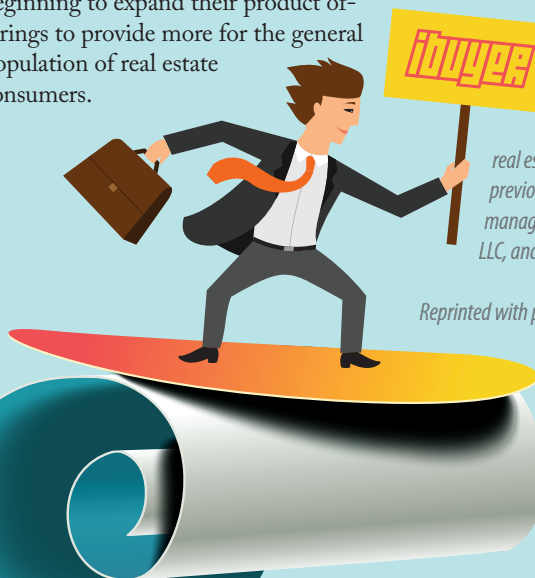
### **ibuyer option expanding**

With the iBuyer option developing, and participating companies continue to adapt and offer more of what consumers want, their footprints around the country will continue to grow. It's only a matter of time before all home sellers and buyers have the option to use the innovative solutions from these real estate tech innovators, wherever they are, to enjoy more streamlined home sales and purchases that promise certainty and control. ●



**Brian Bair**, Offerpad founder and chief executive officer is one of the most successful residential real estate agents in the United States. In 2017, Brian was awarded the Most Innovative Real Estate Agent of the Year by Inman, and REAL Trends + Tom Ferry The Thousand, as advertised in The Wall Street Journal named him the second highest-performing real estate agent in 2014 and 2017. Brian previously served as co-founder and managing partner of Lexington Financial, LLC, and Bridgeport Financial Services LLC.

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# Drafting Purchase Agreements with More Precision

BY GAIL A. ANDERSON, ESQ.

Michigan courts have long said that the “main goal in the interpretation of contracts is to honor the intent of the parties.” At one time, courts would try and determine “intent” by looking at the language of the entire contract, the practice in the industry and the parties’ course of dealing. Michigan courts are now more likely to focus on the exact words that are used in the contract rather than try to discern the parties’ intent from the context in which the words are used. What this means for all of us is that we need to use more precise language in our contracts rather than relying on what everyone in the real estate industry knows about how a transaction works. This article will discuss several clauses found in real estate purchase agreement forms that may need some fine tuning – or at least be better understood.

## FINANCING AND OTHER CONTINGENCY CLAUSES

Purchase agreements typically spell out in detail what happens if the buyer or seller defaults. Can the seller seek damages above and beyond the amount of the earnest money deposit? Can the buyer sue for specific performance and require the seller to sell?

What we don’t always describe in detail is what happens if a contingency is not met. For example, what happens to the earnest money deposit if the buyer cannot get financing? Presumably most real estate professionals would say that “everyone knows” how a financing contingency works. If the buyer cannot get a mortgage, the purchase agreement terminates and the earnest money deposit is returned to the buyer.

Unfortunately, we are aware of at least a couple of instances in which the

seller has taken the position that unless the purchase agreement expressly says so, a buyer who cannot get a mortgage is not entitled to his/her earnest money deposit back. And on at least one occasion, a court has agreed. While this seems to be a ridiculous result, what this means for all of us is that we need to double check our purchase agreement forms. Does every contingency paragraph provide that in the event that particular contingency is not satisfied (or waived), the buyer gets his/her earnest money deposit back? Rather than repeating this language in each and every contingency clause, you may want to use one catchall provision like the following one from the MR purchase agreement form:

*If this offer is not accepted or title is not marketable, or insurable, or if the terms of the purchase are contingent upon the ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, the Agreement shall terminate, the earnest money deposit shall be refunded to Buyer and neither party shall have any further rights or obligations hereunder.*

## TITLE INSURANCE

Consider the following clause:

*Title Insurance. The Seller shall furnish an owner’s policy of title insurance, if available, in the amount of purchase price. It is recommended that Buyer retain an attorney to render an opinion on marketability of title. The Seller shall deliver the title insurance commitment to Buyer within ten (10) business days of the Effective Date of this Agreement.*

The purchase agreement then goes on to provide that the seller will convey property subject “to easements and restrictions of record.” Such a purchase agreement could be read to mean that the buyer is required to accept all matters of records. That is, for example, if the title commitment shows a 20-foot wide easement running through the center of the property, the buyer would be required to close even if the size and location of such easement prevents the buyer from using the property as intended.

It is certainly true that in the ordinary course of a real estate transaction, the buyer has an opportunity to object to the condition of title, and then the seller has an opportunity to cure. If the seller does not or cannot cure a defect, then the purchase agreement can be terminated and the earnest money deposit is returned to the buyer. However, the language cited above does not explicitly state that the sale is contingent upon buyer’s acceptance of the condition of title as described in the title commitment. Under the literal language of this purchase agreement, while the buyer can retain an attorney to render an opinion on the marketability of title, the buyer would have no right to terminate the contract if such a determination was made. In the event of a lawsuit, today’s courts are likely to enforce the contract exactly as written and not as it was intended. To avoid this result, purchase agreement forms should contain specific language giving the buyer the right to object to the condition of title. For example:

*Title Insurance. Seller shall provide, at its expense, a policy of title insurance in the amount of the Purchase Price. Upon the execution of this*



*Agreement, Seller shall order a commitment for an owner's policy of title insurance. Upon receipt of said commitment, Purchaser shall notify Seller of any objections to the condition of the title, and thereafter, Seller shall have thirty (30) days to cure same. If the Purchaser's objections to the condition of the title are not cured, Purchaser may either: (a) terminate this Purchase Agreement, in which case the earnest money deposit shall be returned to Purchaser; or (b) waive the objections and close the transaction.*

### FAILED TRANSACTIONS AND EARNEST MONEY DEPOSITS

Under the Michigan Occupational Code and related rules, in the event of a failed transaction, the broker holding the earnest money deposit can release the earnest money deposit as directed under the purchase agreement, unless there is a dispute. If both the buyer and the seller make a claim to the earnest money deposit, the broker cannot release it until there is a written release signed by both parties. This is true even if one party's claim to the deposit is clearly wrong.

Some purchase agreement forms provide that the broker will not release the earnest money deposit without a mutual release of the buy and sell agreement signed by both the buyer and seller. While this is certainly permissible, it is not required under the law. The law does not require a written release in all instances, but simply says that once there is a dispute, the broker holding the deposit cannot release it to either party without the written agreement of both parties or a court order. Moreover, under the law, the buyer and seller do not need to sign a global release of all claims that they may have against one another; they simply need to agree in writing as to the disbursement of the earnest money deposit.

Brokers can certainly use a purchase agreement form that requires a mutual release in all instances before the earnest money deposit is released. But if they do so, they need to do so knowingly and to make sure their agents understand that there is a contractual requirement that is above

and beyond what is required under the law. The statutory requirements for releasing earnest money deposits are frequently explained to Realtors® in articles, at seminars and on the MR Hotline. Realtors® who are unaware that their purchase agreement form imposes obligations above and beyond what is required under the law will release earnest money deposits in situations in which they should not.

### SPECIAL ASSESSMENTS PAYABLE IN INSTALLMENTS

Some purchase agreement forms condition the responsibility for payment of a special assessment on whether or not it is a lien. For example:

*Special assessments which are a lien on the property before the date of Closing will be paid by Seller.*

When this proration language is used, the seller's responsibility for any future installments of a particular special assessment will depend on the type of special assessment in question. There are 20 or so statutes authorizing local units of government to impose a special assessment. The problem with this benchmark is that if a special assessment is payable in installments, it is not always clear whether the entire assessment or just this year's installment is a lien on the property.

In order to avoid confusion, Realtors® are encouraged to use purchase agreements that do not condition responsibility for future installments of a special assessment on whether or not those installments are currently a lien on the property. A purchase agreement form can simply refer to responsibility for "all future installments of any special assessment" without reference to whether or not these installments are "a lien." By avoiding the lien discussion, parties can avoid having to figure out whether all future installments of a particular assessment currently are or are not a lien on the property.

The Michigan Realtors® purchase agreement form, for example, provides:

*SPECIAL ASSESSMENTS: All special assessments for municipal improvements which have become a lien on the property shall be paid by the Seller, provided, however, that*

*in the event a special assessment is payable in installments, current and future installments shall be allocated between Seller and Buyer using the same method for the proration of real estate taxes set forth above; paid in full by Seller at closing.*

### AMENDMENTS TO SELLER'S DISCLOSURE STATEMENTS

The Seller Disclosure Act provides, and the Michigan Court of Appeals has acknowledged, that sellers have an obligation to amend their Seller's Disclosure Statement, but only in the case of changes in the structural/mechanical appliance systems.

Some purchase agreement forms contain language similar to the following:

*Seller will inform Buyer in writing of any changes in the content of the Seller's Disclosure Statement prior to closing and will be responsible for maintaining the condition of the property as disclosed.*

Purchase agreements with this type of language impose an obligation to amend the Seller's Disclosure Statement that is much broader than required under the Seller Disclosure Act. That is, this language requires an amendment to the Seller's Disclosure Statement in the event of any change to the condition of the property, not just in the event of a change in the structural/mechanical appliance systems. While it is certainly permissible for a purchase agreement to require updated disclosure forms in instances where they are not required under the statute, agents using such a form must understand that this is the case and advise their sellers accordingly.

### CONCLUSION

Whether completing a purchase agreement form or drafting an addendum for a specific transaction, Realtors® should take the time to be very precise. If later asked to interpret the contract, today's courts will generally confine their analysis to the actual words that you used. You will not get the opportunity to explain the context in which you wrote those words. ●

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# 2020 Officers & Directors

## Officers



### President: Maureen Francis, Greater Metropolitan

In 1992, Maureen Francis left the United States to work as a business advisor in the first group of US Peace Corps volunteers to serve in the former Soviet Union. After nearly a decade in advertising and management consulting in Ukraine, Maureen found a new calling: residential real estate sales in Birmingham, Michigan. Maureen and her husband, Dmitry Koublitsky, have helped home buyers and sellers share their love for all that Metro Detroit offers since 2001. Maureen was President of the Greater Metropolitan Association of Realtors® in 2014 and was honored as Realtor® of the Year in 2015. She's served on the Realcomp Shareholders Committee and numerous committees at the local, state and national level. Maureen is a graduate of NAR's Leadership Academy and an RPAC Golden R President's Circle investor.



### President-Elect: E'toile Libbett, Greater Metropolitan

Licensed since 1986, Dr. E'toile L. Libbett is an Associate Broker/Owner of Starlite Properties in Southfield, Michigan. Etoile's (pronounced A-twal) thirty-one years of full time real estate consulting and training has given her experience in everything from buyer agency, first-time buyers, multifamily housing, relocation, short sales to condos and new construction. Because she believes in trying to make a positive impact anywhere she can, she is an active member of the Greater Metropolitan Association of Realtors®, the Grosse Pointe Board of Realtors® and the Detroit Association of Realtors® as well as a past President of that association. E'toile also serves on the Board of Directors of Michigan Realtors® and has chaired and served on many committees and task forces. E'toile has also chaired the following committees at the National Association of Realtors® (NAR): Housing Opportunity Advisory Subcommittee, Board Leadership Forum, Medium Board Sub forum, the Equal Opportunity/Cultural Diversity committee and the Equal Opportunity-Cultural Diversity forum. While chairing the Cultural Diversity Committee, the strategic plan for minority outreach was developed, along with, the original "At Home with Diversity" course. She has served on the following NAR committees: Strategic Planning, Public Policy Coordinating Committee, Federal Housing Policy, Issues Mobilization Committee and numerous working groups and forums and has been a Federal Political Coordinator. Currently she is a member of the Housing Opportunity Committee and the Federal Political Coordinator to Congresswoman Brenda Lawrence. Dr. Libbett is a strong advocate for Fair Housing and Equal Opportunity. She is a Fair Housing and Diversity instructor and a past board member of the Metropolitan Detroit Fair Housing Center. In 2003, E'toile received an award from the Fair Housing Center of Southwest Michigan, having helped to establish that organization. In 2005, she received the Fair Housing Leadership award from the Metropolitan Detroit Fair Housing Center. Dr. Libbett's alma mater is Howard University, where she received a B.S. and D.D.S. degrees. E'toile is a veteran of the United States Army. She is an active member of Delta Sigma Theta Sorority, Inc., a national service sorority. She is married to Dave Libbett, III.



### Treasurer: James Iodice, Greater Metropolitan

James Iodice provides a unique perspective having a strong commercial background and currently sells and leases in both the residential and commercial markets. Iodice was most recently awarded the Michigan Realtors® Realtor® of the Year for 2019 and Michigan Realtors® Realtor® Active in Politics award in 2018. James is an associate broker, and has been selling and leasing real estate since early 2000. He has had the opportunity to serve as a member of the Michigan Realtors® Public Policy Committee 2012-2015, 2018-present and as Chair in 2016. Iodice currently sits on the Board of Directors of Michigan Realtors® and will serve as Michigan Realtors® Treasurer in 2020. Jamie has served on the Board of Directors and Executive Leadership of the Greater Metropolitan Association of Realtors® and was elected as the 2018 President. He is a Presidents Circle member of RPAC. Iodice was appointed to the 2018 and 2020 Public Policy Coordinating Committee for the National Association of Realtors®. His local committee work includes participation in grievance, RPAC, Governmental Affairs, Member Engagement, and Finance, and has been appointed to the Waterford Township Economic Development Corporation. Iodice is an 3rd Degree Black Belt and an avid martial artist. His civic involvement includes extensive participating in the local Relay For Life as a Team Captain and holding varied chair positions for the past 6 years.

## Board of Directors

The Michigan Realtors® 2020 board of directors is made up of 14 district directors (see next page) and six other representatives, which are listed below. District directors are elected during the One Realtor®, One Vote Online Election, which takes place every fall.

### Appointed Directors:



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Past President



**John North**  
GMAR  
Large Office



**Jim Fase**  
GRAR  
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**John Francis**  
CAR  
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**Cyd Debol**  
CBOR  
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**Alan Jeffries**  
SWMAR  
MRAEC Rep



# 2020 District Representatives

District representatives serve as liaisons between the Michigan Realtors® and local associations in their region.



**Christopher Germain**  
District 1  
Expires in 2020



**Michelle Teitsma**  
District 2  
Expires in 2021



**Ingrid Nelson**  
District 3  
Expires in 2021



**Rick Loose**  
District 4  
Expires in 2020



**Ryan Eashoo**  
District 5  
Expires in 2021



**Natalie Rowe**  
District 6  
Expires in 2020



**Mark Baker**  
District 7  
Expires in 2021



**Beth Graham**  
District 8  
Expires in 2021



**Jane Lowell**  
District 9  
Expires in 2020



**Katie Weaver**  
District 10  
Expires in 2021



**John McArdle**  
District 11  
Expires in 2020



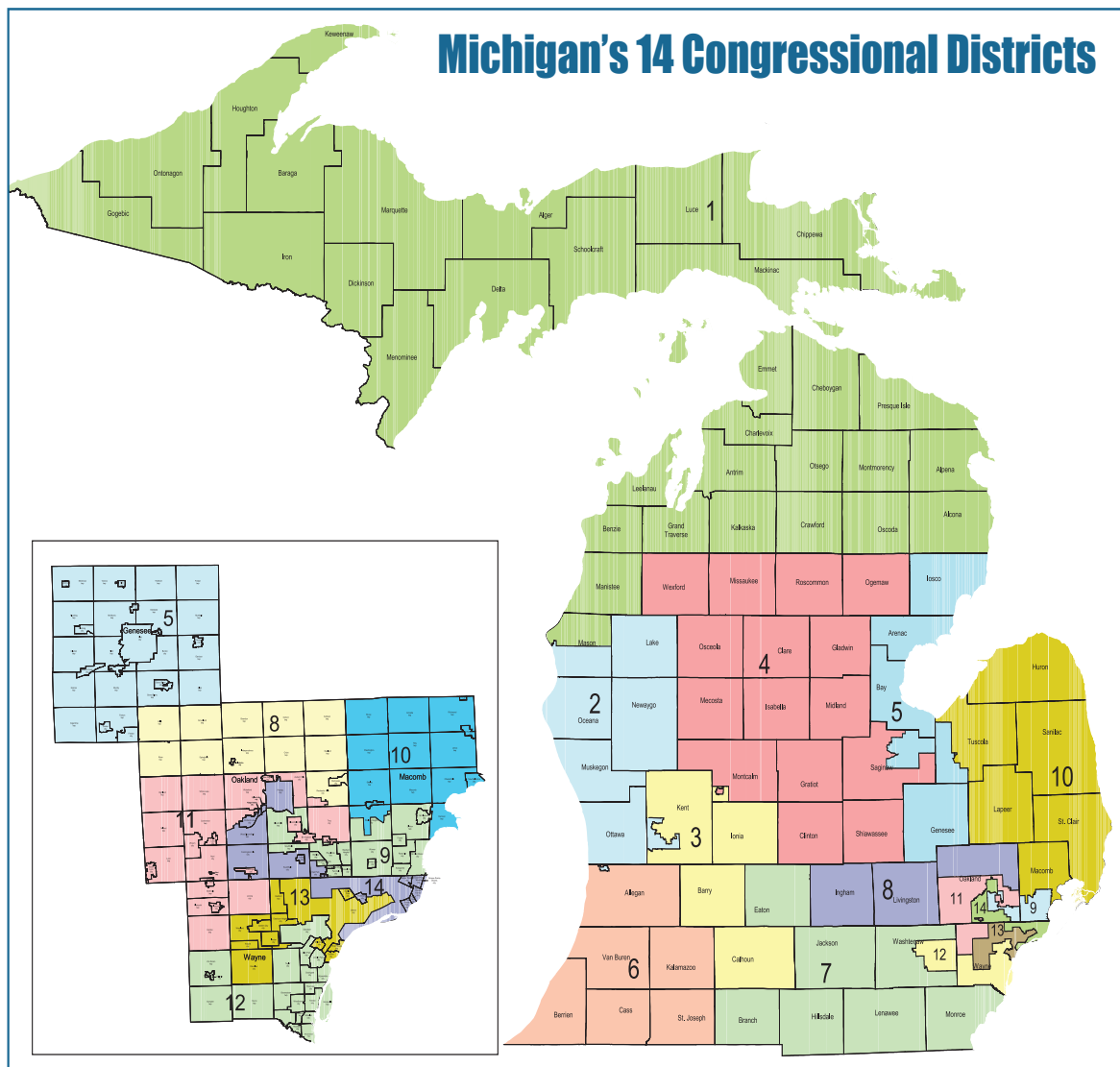
**Sandi Smith**  
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# Michigan Placemakers | January 2020

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**Were there any unexpected outcomes with your project?**

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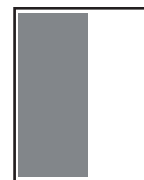
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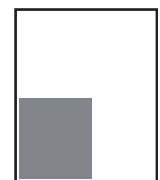
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