

BYLAWS
OF THE
CENTRAL PASCO BOARD OF REALTORS® INC
as reviewed June 6, 2016

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ARTICLE I – NAME

1. Name. The name of this organization shall be the Central Pasco Board of REALTORS®, Incorporated, hereinafter referred to as the, Association. The DBA name was changed in 2008 to Central Pasco Association of REALTORS®, and shall be referred to as CPAR hereinafter.

2. REALTORS®. Inclusion and retention of the Registered Collective Membership Mark REALTORS® in the name of CPAR shall be governed by the Constitution, Charter and Bylaws of the NATIONAL ASSOCIATION OF REALTORS® as from time to time amended.

3. History and Charter. This organization was originally formed in 1975 as an incorporated trade association known as the Land O’ Lakes Board of REALTORS®. On November 25, 1975, incorporation papers were filed with the Secretary of State of the State of Florida and the Board was assigned Charter No. 7-34425. The name was changed to Central Pasco Board of REALTORS® February 2005 (DBA Central Pasco Association of REALTORS®, and shall be referred to as CPAR hereinafter.)

ARTICLE II - OBJECTIVES

1. The objectives of CPAR are:

A. To unite those engaged in the recognized branches of the real estate profession for the purpose of exerting a beneficial influence upon the profession and related interests.

B. To promote and maintain high standards of conduct in the real estate profession as expressed in the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®.

C. To provide a unified medium for real estate owners and those engaged in the real estate profession whereby their interests may be safeguarded and advanced.

D. To further the interests of home and other real property ownership.

E. To unite those engaged in the real estate profession in this community with the FLORIDA ASSOCIATION OF REALTORS® and the NATIONAL ASSOCIATION OF REALTORS®, thereby furthering their own objectives throughout the state and nation, and obtaining the benefits and privileges of membership therein.

F. To designate, for the benefit of the public, those individuals authorized to use

the terms REALTOR® and REALTORS® as licensed, prescribed, and controlled by the NATIONAL ASSOCIATION OF REALTORS®.

ARTICLE III - JURISDICTION

1. The territorial jurisdiction of the Association as a member of the NATIONAL ASSOCIATION OF REALTORS® is: Central Pasco County, in the State of Florida, from Hillsborough County on the South, to the Hernando County line on the North, East to Interstate 75, and West to the Center line of Range 18.

2. Territorial jurisdiction is defined to mean: The right and duty to control the use of the terms REALTOR® and REALTORS® subject to the conditions set forth in these Bylaws and those of the NATIONAL ASSOCIATION OF REALTORS®, in return for which CPAR agrees to protect and safeguard the property rights of the NATIONAL ASSOCIATION of REALTORS.

ARTICLE IV - MEMBERSHIP

1. There shall be four classes of members as follows:

- a. REALTOR® Members. REALTOR® members, whether primary or secondary, shall be Individuals who, as sole proprietors, principals, partners, corporate officers, or branch office managers are engaged actively in the real estate profession including buying, selling, exchanging, renting or leasing, managing, appraising for others for compensation, counseling, building, developing or subdividing real estate, and who maintain or are associated with an established real estate office located in the state of Florida or a state contiguous thereto. All persons who are partners in a partnership, or all officers in a corporation who are actively engaged in the real estate profession within the State or a state contiguous thereto, shall qualify for REALTOR® membership only, and each is required to hold REALTOR® membership (except as provided in the following paragraph) in a Board of REALTORS® within the State or a state contiguous thereto, unless otherwise qualified for Institute Affiliate Membership as described in Article IV, Number 2, sub-paragraph 1.

NOTE 1: In the case of a real estate firm, partnership, or corporation whose business activity is substantially all commercial, only those principals actively engaged in the real estate business in connection with the same office, or any other offices within the jurisdiction of the Association in which one of the firm's principals holds REALTOR® membership, shall be required to hold REALTOR® membership unless otherwise qualified for Institute Affiliate Membership as described in Article IV, Number 2, sub-paragraph 1.

NOTE 2: REALTOR® Members may obtain membership in a secondary Association in another state.

- b. Individuals who are engaged in the real estate profession other than as sole proprietors, principals, partners, corporate officers or branch office managers and are associated with a REALTOR® member and meet the qualifications set out in Article V.
- c. Franchise REALTOR® Membership. Corporate officers (who may be licensed or unlicensed) of a real estate brokerage franchise organization with at least one hundred fifty (150) franchises located within the United States, its insular possessions and the commonwealth of Puerto Rico, elected to membership pursuant to the provisions in the NAR Constitution and Bylaws. Such individuals shall enjoy all of the rights, privileges and obligations of REALTOR® membership (including compliance with the Code of Ethics) except: obligations related to Association-mandated education, meeting attendance, or indoctrination classes or other similar requirements; the right to use the term REALTOR® in connection with their franchise organization's name; and the right to hold elective office in the local Association, State Association and National Association.
- d. Primary and Secondary REALTOR® Members. An individual is a primary member if CPAR pays state and national dues based on such member. An individual is a secondary member if state and national dues are remitted through another Association or Association. One of the principals in a real estate firm must be a Designated REALTOR® member of CPAR in order for licensees affiliated with the firm to select CPAR as their primary Association.
- e. Designated REALTOR® Members. Each firm (or office in the case of firms with multiple office locations) shall designate in writing one REALTOR® member who shall be responsible for all duties and obligations of membership including the obligations of membership and including the obligation to arbitrate pursuant to Article 17 of the Code of Ethics and the payment of Association dues as established in Article X of the Bylaws. The Designated REALTOR® must be a sole proprietor, principal, partner, corporate office, or branch office manager acting on behalf of the firm's principal(s) and must meet all other qualifications for REALTOR® membership established in Article V, Number 2.

1. There shall be four other classes of members:

- a. Institute Affiliate Members. Institute Affiliate Members shall be individuals who hold a professional designation by an Institute, Society, or Council affiliated with the NATIONAL ASSOCIATION OF REALTORS® that addresses a specialty area other than residential brokerage or individuals who otherwise hold a class of membership in such Institute, Society, or Council that confers the right to hold office. Any such individual if otherwise eligible may elect to hold REALTOR® membership, subject to payment of applicable dues for such membership.
- b. Affiliate Members. Affiliate members shall be individuals or firms who, while not engaged in the real estate profession as defined in Section 1, Number 1, and

Section 2, Number 1, have interests requiring information concerning real estate, and are in sympathy with the objectives of the Association.

c. Honorary Members. Honorary members shall be individuals not engaged in the real estate profession who have performed notable service for the real estate profession, for the Association, or for the public.

d. REALTOR® Emeritus. A REALTOR® member who has held membership in any Realtor board for a cumulative period of forty (40) years, upon certification by the Board of Directors, shall be designated REALTOR® Emeritus, and local dues shall be waived. (Adopted 5/05)

ARTICLE V- QUALIFICATIONS AND ELECTION

1. Application:

An application for membership shall be made in such manner and form as may be prescribed by the Board of Directors and made available to anyone requesting it. The application form shall contain among the statements to be signed by the applicant (1) that applicant agrees as a condition to membership to thoroughly familiarize himself/herself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, the Constitutions, Charters, Bylaws, and Rules and Regulations of CPAR, the State and National Associations, and if elected a member will abide by the Constitutions, Charters, Bylaws and Rules and Regulations of CPAR, State and National Associations, and if a REALTOR® will abide by the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS® including the obligation to arbitrate controversies arising out of real estate transactions as specified by Article 17 of the Code of Ethics, and as further specified in the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®, as from time to time amended, and (2) that applicant consents that the Association through its membership committee or otherwise, may invite and receive information and comment about application from any member or other persons, and that applicant agrees that any invitation shall be conclusively deemed to be privileged and not form the basis of any action for slander, libel, or defamation of character. The applicant shall, upon request for application, be given access to a copy of the Bylaws, Constitution, Charter, Code of Ethics referred to above. Members may request access to a copy of Rules and Regulation.

2. Qualifications:

A. REALTOR®

a. An applicant for REALTOR® membership who is a sole proprietor, partner, corporate officer, or branch office manager of a real estate firm (i.e. broker-owner, etc), shall supply evidence satisfactory to CPAR through its membership committee or otherwise that he is actively engaged in the real estate profession and maintains a current, valid

real estate broker's or salesperson's license or is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, has a place of business within the state or a state contiguous thereto (unless a secondary member), has no record of official sanctions involving unprofessional or criminal conduct, agrees to complete an orientation course held at a site determined by the Board of Directors, and shall agree that if elected to membership they will abide by the Constitution, Charter, Bylaws, Rules and Regulations, and Code of Ethics of the Central Pasco Association of REALTORS®, Florida Association of REALTORS®, and the NATIONAL ASSOCIATION OF REALTORS®.

NOTE: No record of official sanctions involving unprofessional conduct is intended to mean that the association may only consider:

1. judgments against the applicant within the past three (3) years of violations of (1) civil rights laws, (2) real estate license laws, and (3) or other laws prohibiting unprofessional conduct against the applicant rendered by the courts or other lawful authorities
2. criminal convictions if (1) the crime was punishable by death or imprisonment in excess of one year under the law under which the applicant was convicted, and (2) no more than ten years have elapsed since the date of the conviction or the release of the applicant from the confinement imposed for that conviction, whichever is the later date (Adopted 5/07)

b. Individuals who are actively engaged in the real estate profession other than as sole proprietors, principals, partners, corporate officers, or branch office managers, in order to qualify for REALTOR® membership, shall at the time of application, be associated either as an employee or as an independent contractor with a Designated REALTOR® member of CPAR or a designated REALTOR® member of another Board/Association, (if a secondary member) and must maintain a current, valid real estate broker's or salesperson's license or be licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, shall complete a course of instruction covering the Bylaws and Rules and Regulations of CPAR, the Bylaws of the state Association, and the Constitution and Bylaws and Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, and shall pass such reasonable and nondiscriminatory examinations thereon as may be required and agree in writing that if elected to membership they will abide by such Constitution, Bylaws, Rules and Regulations, and the Code of Ethics. The orientation course shall be held at a site to be determined by the Board of Directors.

c. A REALTOR® who is transferring his license from one firm comprised of REALTOR® principals shall be subject to all the privileges and obligations of membership during the period of transition. If the transfer is not completed within 30 days of the date the Association is advised of the disaffiliation with the current firm, membership will terminate automatically unless otherwise so directed by the Board

of Directors.

2. Affiliate Member, Honorary Member

Qualifications for Affiliate Member and Honorary Member shall be as stated in Article IV, Number 2, sub-paragraphs 2, 3, and 4.

3. Provisional Membership.

The Association will also consider the following in determining an applicant's qualifications for REALTOR® membership:

- a. All final findings of Code of Ethics violations and violations of other membership duties involving any other Board/Association membership within the past three (3) years.
- b. Pending ethics complaints (or hearings.)
- c. Unsatisfied discipline pending.
- d. Pending arbitration requests (or hearings).
- e. Unpaid arbitration awards or unpaid financial obligations to any other Board/Association or Association MLS.

“Provisional” membership may be granted in instances where ethics complaints or arbitration requests (or hearings) are pending involving other Board/Associations or where the applicant for membership has unsatisfied discipline pending in another Board/Association, except for violations of the Code of Ethics, (See Article V, Number 2, 3 C) provided all other qualifications for membership have been satisfied. Boards/Associations may reconsider the membership status of such individuals when all pending ethics and arbitration matters (and related discipline) have been resolved or if such matters are not resolved within six months from the date that provisional membership is approved. Provisional members shall be considered REALTORS® and shall be subject to all the same privileges and obligations of REALTOR® membership.

If a member resigns from another Board/Association with an ethics complaint or arbitration request pending, CPAR may condition the membership on the applicant's certification that he/she will submit to the pending ethics or arbitration proceeding in accordance with the established procedures of the former Board/Association and will abide by the decision of the hearing panel.

NOTE: Article IV, Number 2, of the NAR Bylaws prohibits member Boards/Associations from knowingly granting REALTOR® membership to any applicant who has an unfulfilled sanction pending which was imposed by another Board or Association of

REALTORS® for violation of the Code of Ethics.

3. Election.

a. The Association Executive shall determine whether the applicant is applying for the appropriate class membership, and vet the applicant in accordance with the policies and procedures of the NATIONAL ASSOCIATION OF REALTORS® and present to the Board of Directors. They shall then give written notice to the Board of Directors of such application and invite written comment. If one or more of the members of the Board of Directors object to the approval of the application, basing such objection on the lack of qualification as set forth in these Bylaws, the Board of Directors shall invite any objecting member to appear and substantiate their objections. Objections which are not substantiated shall be totally disregarded. The Board of Directors may not find objections substantiated without (1) informing the applicant in advance, in writing, of the objections, and (2) giving the applicant a full opportunity to appear before the committee and establish his qualifications. The Board of Directors shall thereafter make a written report of its findings. All proceedings shall be conducted with strict attention to the principles of due process and compliance with the Bylaws of the Board.

b. The Board of Directors may review the qualifications of the applicant and the recommendations of the committee and then vote on the applicant's eligibility for membership. If the applicant receives a majority vote of the Board of Directors, they shall be declared elected to membership and the applicant's broker shall be notified of their acceptance.

c. The Board of Directors may not reject an application without providing the applicant, an opportunity to appear before the Board of Directors, to call witnesses on his behalf, to be represented by counsel, and to make such statements, as he deems relevant. The Board of Directors may also have counsel present. The Board of Directors shall require that written minutes be made of any hearing before it or may electronically or mechanically record the proceedings.

e. If the Board of Directors determines that the application should be rejected, it shall record its reasons with the secretary. If the Board of Directors believes that denial of membership to the applicant may become the basis of litigation and a claim of damage by the applicant, it may specify that denial shall become effective upon entry in a suit by the Association for a declaratory judgment by a court of competent jurisdiction of a final judgment declaring that the rejection violates no rights of the applicant.

d. The Board of Directors shall act upon all applications for Membership within thirty (30) days from the date of receipt of application for membership.

4. Status Changes.

a. A REALTOR® who changes the conditions under which he holds membership shall be required to provide written notification to the Association within 30 days. A

REALTOR® (non-principal) who becomes a principal in the firm with which he has been licensed or, alternatively, becomes a principal in a new firm which will be comprised of REALTOR® principals may be required to satisfy any previously unsatisfied membership requirements applicable to REALTOR® (principal). If the REALTOR® (non-principal) does not satisfy the requirements established in these Bylaws for the category of membership to which he has transferred within 30 days of the date they advised the Association of their change in status, his new membership application will terminate automatically unless otherwise directed by the Board of Directors.

b. Any application fee related to a change in membership status shall be reduced by an amount equal to any application fee previously paid by the applicant.

c. Dues shall be prorated from the first day of the month in which the member is notified of approval by the Board of Directors and shall be based on the new membership status for the remainder of the year.

5. New Member Code of Ethics Orientation

Applicants for REALTOR® members (where applicable) shall complete an orientation program on the Code of Ethics of not less than two hours and thirty minutes of instructional time. This requirement does not apply to applicants for REALTOR® membership or provisional members who have completed comparable orientation in another association, provided that REALTOR® membership has been continuous, or that any break in membership is for one year or less.

Failure to satisfy this requirement within 90 days of the date of application (or, alternatively, the date that provisional membership was granted), will result in denial of the membership application or termination of provisional membership.

NOTE: Orientation programs must meet the learning objectives and minimum criteria established from time to time by the NATIONAL ASSOCIATION OF REALTORS®.

6. Continuing Member Code of Ethics Training

Effective January 1, 2001, through December 31, 2004, and for successive four year periods thereafter, each REALTOR® member of the Association (with the exception of REALTOR® members granted REALTOR® Emeritus status by the National Association) shall be required to complete quadrennial ethics training of not less than two hours and thirty minutes of instructional time. This requirement will be satisfied upon presentation of documentation that the member has completed a course of instruction conducted by this or another Association, the State Association of REALTORS®, THE NATIONAL ASSOCIATION OF REALTORS® or any other recognized educational institution or provider which meets the learning objectives and minimum criteria established by the NATIONAL ASSOCIATION OF REALTORS® from time to time. REALTOR® members who have completed training as a requirement of membership in another association and REALTOR® members who have completed the New Member

Code of Ethics Orientation during any four year cycle shall not be required to complete additional ethics training until a new four year cycle commences.

Failure to satisfy the required periodic ethics training shall be considered a violation of a membership duty. Failure to meet the requirement for the second (2005 through 2008) cycle and subsequent four (4)-year cycles will result in suspension of membership for the first two months (January and February) of the year following the end of any four (4)-year cycle or until the requirement is met, whichever occurs sooner. On March 1 of that year, the membership of a member who is still suspended as of that date will be automatically terminated.

ARTICLE VI - PRIVILEGES AND OBLIGATIONS

1. The privileges and obligations of members, in addition to those otherwise provided in these Bylaws, shall be specified in this Article.

2. Any member of the Association may be reprimanded, fined, placed on probation, suspended, or expelled by the Board of Directors for a violation of these Bylaws and Association Rules and Regulations after a hearing as provided in the Code of Ethics and Arbitration Manual.

Although members other than REALTORS® are not subject to the Code of Ethics nor its enforcement by CPAR, such members are encouraged to abide by the principles established in the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS® and conduct their business and professional practices accordingly. Further, members other than REALTORS® may upon recommendation of the membership committee, or upon recommendation by a hearing panel of the Professional Standards committee, be subject to discipline as described above, for any conduct which in the opinion of the Board of Directors, applied on a nondiscriminatory basis, reflects adversely on the terms REALTOR® or REALTORS® and the real estate industry, or for conduct that is inconsistent with or adverse to the objectives and purposes, Association the State Association, and the NATIONAL ASSOCIATION OF REALTORS®.

3. Any REALTOR® member of CPAR may be disciplined by the Board of Directors for violations of the Code of Ethics or other duties of membership which includes duties assumed or undertaken as an officer or member of the Board of Directors after a hearing as described in the Code of Ethics and Arbitration Manual of the Board. The discipline imposed must be consistent with the discipline authorized by the professional standards committee of the NATIONAL ASSOCIATION OF REALTORS® as set forth in the Code of Ethics and Arbitration Manual of the National Association.

4. Resignations of members shall become effective when received in writing by the Board of Directors, provided however, that if any member submitting the resignation is indebted to the Association for dues, fees, fines, or other assessments of the Association or any of its services, departments, division, or subsidiaries, the Association may condition the right of the resigning member to reapply for membership upon

payment in full of all such monies owed.

5. If a member resigns from the Association or otherwise causes membership to terminate with an ethics complaint pending, that Board of Directors may condition the right of the resigning member to apply for renewal of membership upon the applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel.

If a member resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided that the dispute arose while the former member was a REALTOR®.

6. REALTOR® Members.

a. REALTOR® member, whether primary or secondary, in good standing whose financial obligations to the Association are paid in full shall be entitled to vote and to hold elective office in the Association. REALTOR® members may use the terms REALTOR® and REALTORS®, which use shall be subject to the provisions of Article VIII. REALTOR® members have the primary responsibility to safeguard and promote the standards, interests, and welfare of the Association and the real estate profession.

b. If a REALTOR® member is a sole proprietor in a firm, a partner in a partnership, or an officer in a corporation, and is suspended or expelled, the firm, partnership or corporation shall not use the terms REALTOR® or REALTORS® in connection with its business during the period of suspension, or until readmission to REALTOR® membership, or unless connection with the firm, partnership or corporation is severed, or management control is relinquished, whichever may apply. The membership of all the principals, partners, or corporate officers shall suspend or terminate during the period of suspension of the disciplined member, or until readmission for the disciplined member or unless connection of the disciplined member with the firm, partnership, or corporation is severed, or unless the REALTOR® who is suspended or expelled removes himself from any form or degree of management control of the firm for the term of the suspension or until readmission to membership, whichever may apply. Removal of an individual from any form or degree of management control must be certified to the Association by a member who is being suspended or expelled and by the individual who is assuming management control and the signatures of such certification must be notarized. In the event the suspended or expelled member is so certified to have relinquished all form or degree of management control of the firm, the membership of other partners, corporate officers, or other partners, corporate officers, or other individuals affiliated with the firm shall not be affected, and the firm, partnership or corporation may continue to use the terms REALTOR® and REALTORS® in connection with its business during the period of suspension or until the former member is admitted to membership in the Association. The foregoing is not intended to preclude a suspended or expelled member from functioning as an employee or independent contractor, providing no management control is exercised. Further, the membership of REALTORS® other than principals who are employed or affiliated as independent contractors with the disciplined member shall suspend or terminate during the period of

suspension of the disciplined member or until readmission of the disciplined members, or unless connection of the disciplined member with the firm, partnership, or corporation is severed, or management control is relinquished, or unless the REALTOR® member (non-principal) elects to sever his connection with the REALTOR® and affiliate with another REALTOR® member in good standing in the Association , whichever may apply.

If a REALTOR® member other than a sole proprietor in a firm, partner in a partnership, or officer of a Corporation is suspended or expelled, the use of the terms REALTOR® and REALTORS® by the firm, partnership or corporation shall not be affected.

c. In any action taken against a REALTOR® member for suspension or expulsion under Number 6 B hereof, notice of such action shall be given to all REALTORS® employed by or affiliated as independent contractors with such REALTOR® member and they shall be advised that the provisions in Article VI, Number 6 B shall apply.

7. Institute Affiliate Members.

Institute Affiliate members shall have rights and privileges and be subject to obligations prescribed by the Board of Directors consistent with the Constitution, Charter, and Bylaws of the NATIONAL ASSOCIATION OF REALTORS®.

NOTE: Local Associations/Boards establish the rights and privileges to be conferred on Institute Affiliate members except that no Institute Affiliate member may be granted the right to use the term REALTOR®, or the REALTOR® logo; to serve as President of the local association; or to be a participant in the local Association's Multiple Listing Service.

8. Affiliate Members. Affiliate members shall have rights and privileges and be subject to obligations prescribed by the Board of Directors, except the right to vote and to hold elective office.

9. Honorary Members. Honorary membership shall confer only the right to attend meetings and participate in discussions.

10. Certification by REALTOR®. Designated REALTOR® members of the Association shall certify to the Association during the month of January on a form provided by the Association , a complete listing of all individuals license or certified in the REALTOR®'s office(s) and shall designate a primary Board/Association for each individual who holds membership. Designated REALTORS® shall also identify any non-member licensees in the REALTOR®'s office(s) and if Designated REALTOR® dues have been paid to another Board/Association based on said non-member licensees, the Designated REALTOR® shall identify the Association to which dues have been remitted. These declarations shall be used for purposes of calculating dues under Article X of the Bylaws. Designated REALTOR® members shall also notify the Association of any

additional individual(s) licensed or certified with the firm(s) within 30 days of the date of affiliation or severance of the individual.

11. Harassment. Any member of the association may be reprimanded, placed on probation, suspended or expelled for harassment of an association or MLS employee or Association Officer or Director after a hearing an investigation in accordance with the established procedures of the association. As used in this Section, harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, intimidating or offensive work environment. The decision of the appropriate disciplinary action to be taken shall be made by the investigatory team comprised of the President, and President-elect and/or Vice President and one member of the Board of Directors selected by the highest ranking officer not named in the complaint, upon consultation with legal counsel for the association. Disciplinary action may include any sanction authorized in the association's Code of Ethics and Arbitration Manual. If the complaint names the President, President-Elect or Vice President, they may not participate in the proceedings and shall be replaced by the Immediate Past President or, alternatively, by another member of the Board of Directors selected by the highest ranking officer not named in the complaint.

ARTICLE VII - PROFESSIONAL STANDARDS AND ARBITRATION

1. The responsibility of the CPAR and of Association members relating to the enforcement of the Code of Ethics, the disciplining of members, and the arbitration of disputes, and the organization and procedures incident thereto, shall be governed by the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS® amended from time to time, which is by this reference incorporated into these Bylaws, provided, however, that any provision deemed inconsistent with state law shall be deleted or amended to comply with state law.

2. It shall be the duty and responsibility of every REALTOR® member of the Association to abide by the Constitution, Charter, and Bylaws and Rules and Regulations of the Association, the Constitution, Charter, and Bylaws of the State Association, the Constitution, Charter, and Bylaws of the NATIONAL ASSOCIATION OF REALTORS®, and to abide by the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, including the duty to arbitrate controversies arising out of real estate transactions as specified in Article 17 of the Code of Ethics, and as further defined in accordance with the procedure set forth in the Code of Ethics and Arbitration Manual of this Association as from time to time amended.

3. Cooperative enforcement of the Code of Ethics. Boards/Associations must enter into cooperative enforcement agreements consistent with Professional Standards Policy Statement 40, Cooperative Enforcement Agreements from NAR.

The responsibility of the Association and of CPAR members relating to the enforcement of the Code of Ethics, the disciplining of members, the arbitration of disputes, and the organization and procedures incident thereto, shall be consistent with the cooperative professional standards enforcement agreement entered into by the Association , which by this reference is made a part of these Bylaws.

ARTICLE VIII - USE OF THE TERMS REALTOR® AND REALTORS®

1. Use of the terms REALTOR® and REALTORS® by members shall, at all times, be subject to the provisions of the Constitution, Charter, and Bylaws of the NATIONAL ASSOCIATION OF REALTORS® and to the Rules and Regulations prescribed by its Board of Directors. The Association shall have the authority to control, jointly and in full cooperation with the NATIONAL ASSOCIATION OF REALTORS®, use of the terms within its jurisdiction. Any misuse of the terms by members is a violation of a membership duty and may subject members to disciplinary action by the Board of Directors after a hearing as provided for in the association's Code of Ethics and Arbitration Manual. (Amended 06/2006)

2. REALTOR® members of the Association shall have the privilege of using the terms REALTOR® and REALTORS® in connection with their places of business within the state of Florida or a state contiguous thereto, so long as they remain REALTOR® members in good standing. No other class of members shall have this privilege.

3. A REALTOR® Member who is the principal of a real estate firm, partnership, or corporation may use the terms REALTOR® and REALTORS® only if all the principals of such firm, partnership or corporation who are actively engaged in the real estate profession within the state of Florida or state contiguous thereto or are REALTOR® Members or Institute Affiliate Members as described in Section 1(b) of Article IV.

A REALTOR® member who is a principal of a real estate firm, partnership or corporation whose business activity is substantially all commercial, the right to use the term REALTOR® or REALTORS® shall be limited to office locations in which a principal, partner, corporate officer, or branch office manager of the firm, partnership, or corporation holds REALTOR® membership. If a firm, partnership, or corporation operates additional places of business in which no principal, partner, corporate officer, or branch office manager holds REALTOR® membership, the term REALTOR® or REALTORS® may not be used in any reference to those additional places of business.

4. Institute Affiliate, Affiliate, and Honorary Public Service members shall not use the terms REALTOR® or REALTORS®, nor the imprint of the emblem seal of the NATIONAL ASSOCIATION OF REALTORS®.

ARTICLE IX - STATE AND NATIONAL MEMBERSHIPS

1. The Association shall be a member of the NATIONAL ASSOCIATION OF REALTORS® and the FLORIDA ASSOCIATION OF REALTORS®. By reason of

the Association's membership, each REALTOR® member of the member Association shall be entitled to membership in the NATIONAL ASSOCIATION OF REALTORS® and the FLORIDA ASSOCIATION OF REALTORS® without further payment of dues. The Association shall continue as a member of the State and National Association, unless by a majority vote of all its REALTOR® members, decision is made to withdraw, in which case the State and National Associations shall be notified at least one month in advance of the date designated for the termination of such membership.

2. The Association recognizes the exclusive property rights of the NATIONAL ASSOCIATION OF REALTORS® in the terms REALTOR® and REALTORS®. The Association shall discontinue use of the terms in any form in its name, upon ceasing to be a member of the National Association, or upon a determination by the Board of Directors of the National Association that it has violated the conditions imposed upon the terms.

3. The Association adopts the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS® and agrees to enforce the Code among its REALTOR® members. The Association and all of its members agree to abide by the Constitution, Charter, Bylaws, Rules and Regulations, and policies of the NATIONAL ASSOCIATION OF REALTORS® and the FLORIDA ASSOCIATION OF REALTORS®.

ARTICLE X - DUES AND ASSESSMENTS

1. Application Fee. The Board of Directors may adopt an application fee for REALTOR® membership in a reasonable amount, not exceeding three times the amount of the annual dues for REALTOR® membership, which shall be required to accompany each application for REALTOR® membership and which shall become the property of the Association upon approval of the application.

2. Dues. The Annual Dues of Members shall be as Follows:

A. REALTOR® Members. The annual dues of each designated REALTOR® member shall be in such amount as established annually by the Board of Directors, plus an additional amount to be established annually by the Board of Directors times the number of real estate salespersons and licensed or certified appraisers who:

1. are employed by or affiliated as independent contractors, or who are otherwise directly or indirectly licensed with such REALTOR® member, and
2. are not REALTOR® members of any Board/Association in the state or state contiguous thereto or Institute Affiliate Members of the Board/Association.

In calculating the dues payable to the Association by a designated REALTOR® Member, non-member licensees as defined in Section 2(a) (1) and (2) of this

Article shall not be included in the computation of dues if the Designated Realtor has paid dues based on said non-member licensees in another Board/Association in the state or a state contiguous thereto, provided the Designated REALTOR® notifies the Association in writing of the identity of the Board/Association to which dues have been remitted. In the case of a designated REALTOR® member in a firm, partnership, or corporation whose business activity is substantially all commercial, any assessments for non-member licensees shall be limited to licensees affiliated with the Designated REALTOR® (as defined in (1) and (2) of this paragraph) in the office where the Designated REALTOR® holds membership, and any other offices of the firm located within the jurisdiction of this Association. The annual dues of each REALTOR® member other than a principal, partner, or corporate officer shall be in such amount as established annually by the Board of Directors.

For the purpose of this Section, a REALTOR® member of a member Board/Association shall be held to be any member who has a place or places of business within the state of Florida or a state contiguous thereto, and who, as a sole proprietor, principal, partner, corporate officer or branch office manager of a real estate firm, partnership, or corporation, is actively engaged in the real estate profession as defined in Article III, Section 1, of the constitution of the NATIONAL ASSOCIATION OF REALTORS®. An individual shall be deemed to be licensed with a REALTOR® if the license of the individual is held by the REALTOR®, or by any broker who is licensed with the REALTOR®, or by any entity in which the REALTOR® has a direct or indirect ownership interest and which is engaged in other aspects of the real estate business provided that such licensee is not otherwise included in the computation of dues payable by the sole proprietor, principal, partner, corporate officer or branch office manager of the entity.

A REALTOR® with a direct or indirect ownership interest in an entity engaged exclusively in soliciting and/or referring clients and customers to the REALTOR® for consideration on a substantially exclusive basis shall annually file with the association on a form approved by the association a list of the licensees affiliated with that entity and shall certify that all of the licensees affiliated with the entity are solely engaged in referring clients and customers and are not engaged in listing, selling, leasing, managing, counseling or appraising real property. The individuals disclosed on such form shall not be deemed to be licensed with the REALTOR® filing the form for purposes of this section and shall not be included in calculating the annual dues of the Designated REALTOR®.

Membership dues shall be prorated for any licensee included on a certification form submitted to the Association who during the same calendar year applies for REALTOR® membership in the association. However, membership dues shall not be prorated if the licensee held REALTOR® membership during the preceding calendar year.

B. The annual dues of each REALTOR® member other than a principal, partner, or corporate officer shall be in such amount as established annually by the Board of Directors.

C. Business Partner Members and Honorary Members: The annual dues of each Affiliate member and Honorary Members shall be as established annually by the Board of Directors. (Amended 1/05)

D. The annual dues of each Institute Affiliate Member shall be as established in Article II of the Bylaws of the NATIONAL ASSOCIATION OF REALTORS®.

NOTE: The Institutes, Societies and Councils of the National Association shall be responsible for collecting and remitting dues to the National Association for Institute Affiliate members (\$105.00). The National Association shall credit \$35.00 to the account of a local association for each Institute Affiliate member whose office address is within the assigned territorial jurisdiction of that association, provided, however, if the office location is also within the territorial jurisdiction of a Commercial Overlay Board (COB), the \$35.00 amount will be credited to the COB, unless the Institute Affiliate member directs that the dues be distributed to the other board. The National Association shall also credit \$35.00 to the account of state associations for each Institute Affiliate member whose office address is located within the territorial jurisdiction of the state association. Local and state Associations may not establish any additional entrance, initiation fees or dues for Institute Affiliate members, but may provide service packages to which Institute Affiliate members may voluntarily subscribe. (Amended 11/2013)

3. Dues Payable. Dues for all members shall be payable annually in advance of the first day of December. Dues shall be computed from the first day of the month in which a member is notified of approval and shall be prorated for the remainder of the year. Notices shall be sent to the Designated REALTORS® for all members of their office whose dues have not been received by the Association. An additional late fee shall be charged to members whose dues are delinquent. The said amount to be determined by the Board of Directors. If dues have not been paid by December 31, membership is automatically terminated.

a. In the event a sales licensee who holds REALTOR® membership is dropped for nonpayment of Association dues, and the licensee remains with the designated REALTOR®'s firm, the dues obligation of the designated REALTOR® as set forth in Article X, Section 2 (a) will be increased to reflect the addition of a non-member licensee. Dues shall be calculated from the first day of the current fiscal year and are payable within thirty (30) days of the notice of termination.

4. Nonpayment of Financial Obligations. If dues, fees, fines or other assessments including amounts owed to the Association are not paid within one (1) month after the due date, the nonpaying member is subject to suspension at the discretion of the Board of Directors. Two (2) months after the due date, membership of the nonpaying Member may be terminated at the discretion of the Board of Directors. Three (3) months after the

due date, membership of the nonpaying member shall automatically terminate unless within that time the amount due is paid. However, no action shall be taken to suspend or expel a member for the amount owed. A former member who has had his membership terminated for nonpayment of dues, fees, fines, or other assessments duly levied in accordance with the provisions of these Bylaws or the provisions of other Rules and Regulations of the Association or any of its services, departments, divisions or subsidiaries may apply for reinstatement in a manner prescribed for new applicants for membership, after making payment in full of all accounts due as of the date of termination.

5. Deposit. All monies received by the Association for any purpose shall be deposited to the credit of the Association in a financial institution or institutions selected by resolution of the Board of Directors.

6. Expenditures. The Board of Directors shall administer the day-to-day finances of the Association .

a. Capital expenditures may not be made unless authorized by a majority vote of the Board of Directors, by written communication.

b. The Finance Committee shall prepare or propose a budget to the Board of Directors in October.

7. Notice of Dues, Fees, Fines, Assessments, and Other Financial Obligations of Members. All dues, fees fines, assessments, or other financial obligations to the Association shall be noticed to the delinquent Association member in writing setting forth the amount owed and the due date.

8. The dues of REALTOR® members who are REALTOR® Emeriti (as recognized by the National Association), past presidents and past treasurers of the National Association or recipients of the Distinguished Service Award shall be as determined by the board of directors. (Amended 11/2013)

NOTE: A Member Board's dues obligation to the National Association is reduced by an amount equal to the amount which the association is assessed for a REALTOR® member, times the number of REALTOR® Emeriti (as recognized by the National Association), past presidents and past treasurers of the National Association, and recipients of the Distinguished Service Award of the National Association who are REALTOR® members of the association. The dues obligation of such individuals to the local association should be reduced to reflect the reduction in the association's dues obligation to the National Association. The association may, at its option, choose to have no dues requirement for such individuals except as may be required to meet the association's obligation to the State Association with respect to such individuals. Member Boards should determine whether the dues payable by the association to the State Association are reduced with respect to such individuals. It should be noted that this does not affect a "designated" REALTOR®'s dues obligation to the association with

respect to those licensees employed by or affiliated with the "designated" REALTOR® who are not members of the local association. (Amended 11/2013)

9. Reinstatement of Terminated Members. Members terminated for nonpayment of dues and/or financial obligations may be reinstated during the year terminated by paying all amounts due, plus a late fee, if applicable, prior to reinstatement. If termination for nonpayment of dues and/or financial obligations extends beyond the calendar year, or if terminated for any cause, the former member may apply for reinstatement in the manner prescribed for new applicants for membership after making payment in full of all accounts due as of the date of termination. The Association reserves the right to prosecute the former member for nonpayment of charges.

ARTICLE XI - OFFICERS AND DIRECTORS

1. Officers. The elected officers of the Association shall be: President, President-Elect, Vice President, Secretary, and Treasurer. They shall be elected for terms of one year. The Immediate Past President shall be a voting member of the Board of Directors falling in rank after the Treasurer. If the Immediate Past President is not available then it would be the previous Past President to serve.

2. The President-elect may appoint an Affiliate Council Representative to serve on the incoming Board of Directors. This Affiliate Council Representative will serve in an ex-officio capacity as a non-voting member of the Board of Directors

3. Duties of Officers. The duties of the officers shall be such as their titles, by general usage, would indicate and such as may be assigned to them by the Board of Directors. It shall be the particular duty of the secretary to keep the records of the Association and to carry on all necessary correspondence with the NATIONAL ASSOCIATION OF REALTORS® and the FLORIDA ASSOCIATION of REALTORS®.

4. Board of Directors. The governing body of the Association shall be a Board of Directors consisting of the elected officers and five (5) REALTOR® members of the Association serving as directors. Directors shall be elected to serve for terms of two (2) years, except that at organization, one-third of the elected directors shall be elected for terms of one and two years, respectively, or for lesser terms as may be necessary to complete the first fiscal year. Thereafter, as many directors shall be elected each year as are required to fill vacancies.

The Board of Directors shall be the governing body of the Association and shall have the general supervision over its policies, activities, and business affairs, subject to the Articles of Incorporation, these Bylaws and the Policy Manual.

The Board of Directors shall annually review and approve the Association Policy Manual.

5. Qualifications of Elected Officers and Directors

- a. All candidates must be active REALTOR® members in good standing in the Association at the time candidates are nominated and also at the time they take office.
- b. Candidates for Vice President, Treasurer and Secretary shall have served or be serving as a director of the Association or shall have served or be serving as a committee chair for at least one year within the last five years.
- c. Candidates for President-elect shall have served or be serving as an officer or a director, or shall have served or be serving as a committee chair for at least one year within the last five years.
- d. Candidate for President shall be the current President-elect.
- e. No elected director or officer shall have served in the same capacity for more than two consecutive terms. The President and President-elect are limited to non-consecutive terms.
- f. No elected/appointed officer or director during their term may serve or continue to serve if also serving as an officer or director of another local real estate Association/Board in Florida.

6. Election of Officers and Directors

- a. At least three (3) months before the annual election in September, a nominating committee of three (3) REALTOR® members shall be appointed by the president with the approval of the Board of Directors. The Committee shall consist of the Immediate Past President (as Chair) and two (2) REALTOR® members. The nominating committee shall select one candidate for each office and one candidate for each position to be filled on the Board of Directors. Any member of the nominating committee may not be considered for recommendation by the nominating committee for an officer or director office or be nominated from the floor. The report of the nominating committee shall be announced at the August meeting and/or published in the August newsletter. Additional candidates for the offices to be filled may be placed in nomination from the floor at the annual meeting, with the consent of the nominee. Candidates will be ineligible to run for more than one office.
- b. The election of officers and directors shall take place annually in September. Election shall be by mail in ballot, voting in person at a time and place designated, or by electronic means, including but not limited to, e-mail or all methods of voting, allowed by the State of Florida. The ballot shall contain the names of all candidates and the offices for which they are nominated. The Board of Directors shall designate the voting method.
- c. In the event of multiple candidates for the same office or position, the President with

the approval of the Board of Directors, shall appoint an Election Committee of three (3) REALTOR® Members to conduct the election. In case of a tie vote, the office shall be determined by lot.

New officers and new directors shall take office on January 1.

7. Vacancies. Vacancies among the Officers and the Board of Directors shall be filled first by the next highest vote getter from the previous election. If none exists, then any vacancy shall be filled by a simple majority vote of the Board of Directors until the next annual election. Nominees by the Board of Directors to fill any vacancy shall meet the same qualification requirements as outlined in the bylaws for nominations for that position.

8. Removal of Officers and Directors. In the event that an officer or director is deemed to be incapable of fulfilling the duties for which elected, but will not resign from office voluntarily, the officer or director may be removed from the office under the following procedure:

a. A petition requiring the removal of an officer or director and signed by not less than one third of the voting membership or a majority of all directors shall be filed with the president, or if the president is the subject of the petition, with the next ranking officer, and shall specifically set forth the reasons the individual is deemed to be disqualified from further service.

b. Upon receipt of the petition, by one of the officers, a special meeting of the Board of Directors shall be held in and not less than ten (10) days or more than thirty (30) days, to determine if there is sufficient cause to remove the officer or director. If the Board of Directors determines there is sufficient cause for dismissal, then a special meeting of the voting membership of the Association shall be held and the sole business of the meeting shall be to consider the charge against the officer or director, and to render a decision on such petition.

c. The special meeting shall be noticed to all voting members at least ten (10) calendar days prior to the meeting, and shall be conducted by the President of the Association unless the President's continued service in office is being considered at the meeting. In such case, the next ranking officer will conduct the meeting of the hearing by the members. Provided a quorum is present, a three-fourths vote of members present and voting shall be required for removal of office.

ARTICLE XII - MEETINGS

1. Annual Meetings. The annual meeting of the Association shall be held during September of each year. The date, place, and hour shall be designated by the Board of Directors.

2. Meetings of Directors. The Board of Directors shall designate a regular time and

place of meetings. Absence from three regular meetings without an excuse deemed valid by the Board of Directors shall be construed as resignation.

3. Other Meetings. Meetings of the members may be held at other times as the President or the Board of Directors may determine, or upon written request of at least 40 percent of the members eligible to vote.

4. Notice of Meetings. Written notice shall be given to every member entitled to participate in the meeting at least one (1) week preceding all meetings. If a special meeting is called, a statement of the purpose of the meeting shall accompany the notice.

5. Quorum. A quorum for the transaction of business shall consist of the eligible REALTOR® Members present at the meeting.

6. Directors Meetings. A quorum for the Board of Directors will be 51 percent for the transaction of business.

ARTICLE XIII - COMMITTEES

1. Standing Committees. The President shall appoint from among the members, subject to confirmation by the Board of Directors, the following standing Committees:

Professional Standards, Membership, Communications, Legislative/RPAC, Professional Development, Finance, Bylaws/Policy, Nominating

2. Special Committees/Task Force. The President shall appoint, subject to confirmation by the Board of Directors, special committees as deemed necessary.

3. Organization. All committees shall be of such size and shall have duties, functions and powers as assigned by the President or Board of Directors except as otherwise provided in these Bylaws.

4. President. The President shall be an ex-officio member of all standing committees except the Nominating Committee and shall be notified of their meetings.

ARTICLE XIV - FISCAL YEAR AND ELECTIVE YEAR

1. The fiscal and elective year of the Association shall be the calendar year.

ARTICLE XVII LOCK BOX FEES AND OBLIGATIONS

No one shall be required to lease a key from the association except on a voluntary basis.

A lockbox is a container affixed to a property containing a device to gain access to the

property being marketed by a Participant in an MLS. Lockboxes are not security devices, but are a device by which showing of properties is expedited. Participants in an MLS, their affiliated licensees, or certified, registered or licensed appraisers are authorized under certain conditions to open these lockboxes under terms specified by the listing broker.

The Minimum Security Measures for common Lockbox Systems of the NATIONAL ASSOCIATION OF REALTORS® as from time to time amended, are hereby adopted and made a part of these Policies and Procedures/Rules and Regulations. The terms and conditions of the SUPRA Information System Usage Agreement are hereby adopted and made a part of these Policies and Procedures/Rules and Regulations.

As an activity of the Association, every REALTOR®, non-principal broker, sales licensee, and licensed or certified appraiser affiliated with a REALTOR®, shall be eligible to hold a key subject to their execution of a lease agreement with the Association.

Failure to a SUPRA key as provided in the lease agreement, or any other breach or violation of the SUPRA Information System Usage Agreement shall subject the Participant and/or agent/user to the provisions of the terms and conditions of the Usage Agreement.

NAR Policy Statement 7.31 – Lock Box Security Requirement

Statement 7.31: Lock Box Security Requirements

Eligibility for coverage under NAR's blanket errors and omissions insurance program is contingent on compliance with the following security measures whether the system is operated by the Association, its MLS, or on behalf of a Board/Association by a recognized lock box vendor.

- a. Any key, programmer, or other device (hereinafter referred to as "key") by which a lock box can be opened shall be nonduplicative. By "nonduplicative" it is not meant that the key is necessarily covered by a current patent but that it cannot be readily copied in the manner that other types of keys ordinarily are.
- b. Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, information shall be obtained from the original manufacturer to determine whether the key's pattern, code, or configuration is already in use by other Boards/Associations, Multiple Listing Services, or other users in the vicinity. Surrounding Boards/Associations and Multiple Listing Services shall also be contacted to determine whether the key's pattern, code, or configuration is currently in use.
- c. Any lock box system shall be designated as either an activity of a Board/Association of REALTORS® or a Board-owned and operated MLS.

If the lock box system is an activity of a Board/Association of REALTORS®, then every REALTOR® and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a REALTOR®, shall be eligible to hold a key subject to their execution of a lease agreement with the Board.

If the lock box system is an activity of a Board-owned and operated Multiple Listing Service, then every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS Participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS.

Boards/Associations and Multiple Listing Services may require, as a matter of local determination, that key lease agreements executed by non-principal brokers, sales licensees, and licensed or certified appraisers will be cosigned by the designated REALTOR® or the office's broker of record. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the Association or MLS that relate to the operation of the lock box system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the keyholder.

Boards shall maintain current records as to all keys issued and in inventory. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or, alternatively, by receipt of a statement signed by the keyholder and the designated REALTOR®, broker of record, or, in the case of an Affiliate Member, by a principal, partner, or corporate officer of the keyholder's firm, attesting that the key is currently in possession of the keyholder. This audit requirement does not apply to electronic lock box programmers or keypads which are sold or leased provided such devices may be deactivated within thirty (30) days.

Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose.

Boards shall charge keyholders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the Board. Upon receipt of notice, the Board shall take any steps deemed necessary to resecure the system.

Boards shall adopt written, reasonable, and appropriate rules and procedures for administration of lock box systems which may include appropriate fines, not to exceed \$15,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the Board and set forth in the rules and procedures. All keyholders shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lock box system.

Lockboxes may be resold to a designated REALTOR® principal or the broker of record. It shall be the responsibility of the REALTOR® principal or the broker of record to advise the Board or MLS in writing that the lockboxes have been issued, or sold and to whom, and the date and time of issuance within forty-eight (48) hours. It shall also be the responsibility of the REALTOR® principal or the broker of record to advise the Board or MLS in writing within forty-eight (48) hours after possession of the previously issued lockbox has been reassumed.

Rules and Regulations Relating to the Key holder Service

Each KEYHOLDER may possess only one Key at a time. If a Key is lost or requires replacement for any reason, the replacement cost for the Key shall be the replacement price set forth in the Lease.

A KEYHOLDER is in good standing if he or she is in full compliance with all obligations related to the Service, including, without limitation, the Administrator's (CPAR) Membership Terms and these Rules and Regulations.

It is necessary to maintain the security of each Key and the Personal Identification Number ("PIN") of each key to prevent the use of the Key by unauthorized persons. Each party in possession of a Key, whether such Key is being actively used or not, shall abide by the following conditions:

- a. To keep the Key in such party's possession or in a safe place at all times;
- b. Not to allow the PIN for the KEY to be attached to the Key for any purpose whatsoever or to be disclosed to any third party;
- c. Not to lend or otherwise transfer the Key to any other person or entity, or permit any other person or entity to use the Key for any purpose whatsoever, whether or not such other person or entity is a real estate broker or sales person.
- d. Not to duplicate the Key or allow any other person to do so;
- e. Not to assign, transfer or pledge the Key;
Not to destroy, alter, modify, disassemble or tamper with the Key or knowingly or unknowingly allow anyone else to do so.
- g. To notify the ADMINISTRATOR immediately in writing, and in any event within 48 hours, of a loss or theft of the Key or any Key Boxes, and of all circumstances surrounding such loss or theft;
- h. To complete and deliver to the ADMINISTRATOR a stolen Key affidavit (provided upon request by CPAR) prior to and as a condition of the issuance of a replacement Key;

i. To follow all additional security procedures as specified by the ADMINISTRATOR;
and

j. To safeguard the code for each Key Box from all other individuals and entities, whether or not they are authorized users of the Service.

Before a Key Box is installed or used on any piece of real property, the prior written authorization to install or use a Key Box must be obtained from the property owner, as well as from any tenant(s) in possession of the property, if applicable. Extreme care shall be used to ensure that all doors to the listed property and the Key Box are locked. All owners and/or tenant(s) of real property shall be informed that the Key Box is not designed or intended as a security device.

Each party using a Key, Key Boxes or the Service hereby acknowledges that neither the Service, the Key Boxes nor the Keys, nor any other SUPRA product used in connection with the Service is a security system. The Service is a marketing convenience key control system, and as such, any loss of Keys or disclosure of Personal Identification Numbers compromises the integrity of the Service and each party agrees that it will use its best efforts to insure the confidentiality and integrity of all components of the Service.

Any misuse of the Supra Key will be considered a violation of membership duties under CPAR Bylaws.

a. All key holders are strictly forbidden to lend their keys to any individuals for any reason.

b. In the event that the key holder's misuse has been noticed to the Association, the following actions will apply:

(1) Notice will be given to the key holder of the apparent misuse, with the opportunity for the user to appear before the Board of Directors to show cause why his/her key privileges should not be suspended or terminated and a fine levied.

(2) The following penalties may be applied:

First offense: Fine up to \$500 and his/her key service may be turned off for a period of up to six months

Second offense: Fine up to \$1,000 and his/her key service to be terminated for up to three years

CPAR may refuse to sell a key or may terminate existing keys held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Board of Directors, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

ARTICLE XVIII - RULES OF ORDER

1. Roberts Rules of Order, latest edition, shall be recognized as the authority governing the meetings of the Board, its Board of Directors, and committees, in all instances wherein its provisions do not conflict with these Bylaws.

ARTICLE XIX - AMENDMENTS

1. These Bylaws may be amended by the majority vote of the members present and qualified to vote at any meeting at which a quorum is present, provided the substance of such proposed amendment or amendments shall be plainly stated in the call for the meeting, except that the Board of Directors may, at any regular or special meeting of the Board of Directors at which a quorum is present, approve amendments to the Bylaws which are mandated by the NATIONAL ASSOCIATION OF REALTORS® policy.

2. Notice of all meetings at which amendments are to be considered shall be mailed, faxed or emailed to every member eligible to vote at least one (1) week prior to the meeting.

3. Amendments to these Bylaws affecting the admission or qualification of REALTOR® and Institute Affiliate Members, the use of the terms REALTOR® and REALTORS®, or any alteration in the territorial jurisdiction of the Board shall become effective upon their approval as authorized by the Board of Directors of the NATIONAL ASSOCIATION OF REALTORS®.

ARTICLE XX – DISSOLUTION

1. Upon the dissolution or winding up of affairs of this Board, the Board of Directors, after providing for the payment of all obligations, shall distribute any remaining assets to the FLORIDA ASSOCIATION OF REALTORS® or, within its discretion, to any other non-profit tax-exempt organization.

ARTICLE XXI - INDEMNIFICATION

The Central Pasco Association of REALTORS®, Inc. shall indemnify each and all of its directors, officers, and former directors and officers, against any expense incurred by them including legal fees, or judgments and penalties rendered or levied against such person in a legal action brought by any such person for actions or omissions alleged to be made by any such person while acting in the scope and duties of a director or officer of the Corporation, provided that such person did not act, fail to act, or refuse to act willfully, with gross negligence, or with fraudulent or criminal intent in regard to the matter involved in the action

As amended August 2002
As amended July 2003
As amended January 2004
As amended February 2004
As amended May 2004
As amended February 2005
As amended August 2005
As amended November 2006
As amended October 2008
As amended November 2009
As amended November 2011
As Amended March, 2014