

# BYLAWS OF THE Tri-County Suburban REALTORS®

May, 2020

## ARTICLE I - NAME

**Section 1.01 Name.** The name of this organization shall be the Tri-County Suburban REALTORS®, hereinafter referred to as the "Association".

**Section 1.02 REALTORS®.** Inclusion and retention of the Registered Collective Membership Mark REALTORS® in the name of the Association shall be governed by the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS® as from time to time amended.

## ARTICLE II – OBJECTIVES

The objectives of the Association are:

**Section 2.01** 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.

**Section 2.02** 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®.

**Section 2.03** 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.

**Section 2.04** To further the interests of home and other real property ownership.

**Section 2.05** To unite those engaged in the real estate profession in this community with the Pennsylvania Association of REALTORS® and the NATIONAL ASSOCIATION OF REALTORS®, thereby furthering their own objectives throughout the Commonwealth and Nation and obtaining the benefits and privileges of membership therein.

**Section 2.06** To designate, for the benefit of the public, individuals authorized to use the terms REALTOR® and REALTORS® as licensed, prescribed, and controlled by the NATIONAL ASSOCIATION OF REALTORS®.

## ARTICLE III - JURISDICTION

**Section 3.01** The territorial jurisdiction of the Association as a member of the NATIONAL ASSOCIATION OF REALTORS® is: the entire County of Chester; the entire County of Delaware; and the entire county of Montgomery in the Commonwealth of Pennsylvania.

**Section 3.02** 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 the Association agrees to protect and safeguard the property rights of the National Association in the terms.

## ARTICLE IV - MEMBERSHIP

**Section 4.01** There shall be three classes of members as follows:

(a) **REALTOR® Members.** REALTOR® Members, whether primary or secondary shall be:

(1) Individuals who, as sole proprietors, 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 in the Commonwealth of Pennsylvania 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 Commonwealth 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 Commonwealth or a state contiguous thereto unless otherwise qualified for Institute Affiliate

Membership as described in Section 4.01(b).

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 board 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 Section 4.01(b).

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

(2) Individuals who are engaged in the real estate profession other than as sole proprietors, partners, corporate officers, or branch office managers and are associated with a REALTOR® Member and meet the qualifications set out in Article V.

(3) 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) franchisees located within the United States, its insular possessions and the Commonwealth of Puerto Rico, elected to membership pursuant to the provisions in the NATIONAL ASSOCIATION OF REALTORS® 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; the right to hold elective office in the Association, the Pennsylvania Association of REALTORS®, and the NATIONAL ASSOCIATION OF REALTORS®.

(4) Primary and secondary REALTOR® Members. An individual is a primary REALTOR® Member if the Association pays dues to the Pennsylvania Association of REALTORS® and the NATIONAL ASSOCIATION OF REALTORS® based on such member. An individual is a secondary REALTOR® Member if dues for the Pennsylvania Association of REALTORS® and the NATIONAL ASSOCIATION OF REALTORS® are remitted through another Association. One of the principals in a real estate firm must be a Designated REALTOR® Member of the Association in order for licensees affiliated with the firm to select the Association as their "primary" association.

(5) Designated REALTOR® Members. Each firm shall designate in writing one REALTOR® Member who shall be responsible for all duties and obligations of Membership 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, partner, corporate officer 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, Section 5.02, of the Bylaws.

(6) Senior Members. Individuals may be classified at the local level as a Senior members provided she or he has maintained active REALTOR® Membership in the NATIONAL ASSOCIATION of REALTORS® for a period of thirty-five (35) consecutive years, and is age seventy-two (72) by January 1 of the respective billing year cycle.

(7) Commercial Chapter Members. Commercial Chapter Members shall be REALTOR® Members who are actively engaged in the listing, selling, leasing and appraising of commercial real estate. All Members of the Chapter must be Members in good standing of the Association and shall be subject to all of the rights, privileges and obligations of REALTOR® Membership. All activities and programs developed by the Chapter shall be in conformance with these Bylaws and the Rules and Regulations of the Association, the Constitution and Bylaws of the Pennsylvania Association of REALTORS®, and the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS®.

(b) **Institute Affiliate Members.** Institute Affiliate Members shall be individuals who hold 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.

(c) **Affiliate Members.** Affiliate Members shall be real estate owners and other individuals or firms who, while not engaged in the real estate profession as defined in paragraphs (a) or (b) of this Section, have interests requiring information concerning real estate, and are in sympathy with the objectives of the Association. Affiliate Membership shall also be granted to individuals licensed or certified to engage in real estate practice who, if otherwise eligible, do not elect to hold REALTOR® membership in the Association, provided the applicant is engaged exclusively in a specialty

of the real estate business other than brokerage of real property.

## **ARTICLE V - QUALIFICATION AND ELECTION**

**Section 5.01 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 with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, the Constitutions, Bylaws, Policy Manual and Rules and Regulations of the Association, the Pennsylvania Association of REALTORS® and the NATIONAL ASSOCIATION OF REALTORS®, and if elected a member, will abide by the Constitutions, Bylaws and Rules and Regulations of the Association, Pennsylvania Association of REALTORS® and the NATIONAL ASSOCIATION OF REALTORS®, and if a REALTOR® Member 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 applicant from any member or other persons, and that applicant agrees that any information and comment furnished to the Association by any person in response to the 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, with the form of application, have access to a copy of the Bylaws, Constitution, Rules and Regulations, and Code of Ethics referred to above.

### **Section 5.02 Qualification.**

(a) An applicant for REALTOR® Membership who is a sole proprietor, partner, corporate officer, or branch office manager of a real estate firm shall supply evidence satisfactory to the Board through its Membership Committee that she or 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 Commonwealth or a state contiguous thereto (unless a secondary member), and unless prohibited by law, has no record of recent or pending bankruptcy\*, has no record of civil or criminal conduct\*\*, agrees to complete a course of instruction covering the Bylaws, Policy Manual and rules and regulations of the Association, the Bylaws of the Pennsylvania Association of REALTORS®, and the Constitution and Bylaws and Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, and shall pass such reasonable and nondiscriminatory written examination thereon as may be required by the Membership Committee, and shall agree that if elected to membership, she/he will abide by such Constitution, Bylaws, Rules and Regulations, and Code of Ethics.

(\*) NO RECENT OR PENDING BANKRUPTCY is intended to mean that the applicant or any real estate firm in which the applicant is a sole proprietor, general partner, or corporate officer, or branch office manager must not be named as a debtor in any voluntary or involuntary bankruptcy petitions or other insolvency proceedings in the past three (3) years from the date of the application. If a bankruptcy proceeding as described above exists, membership may not be rejected unless the Association establishes that its interests and those of its members and the public could not be adequately protected by requiring that the bankrupt applicant pay cash in advance for Association for up to one (1) year from the date that membership is approved or from the date that the applicant is discharged from bankruptcy (whichever is later). In the event that an existing member initiates bankruptcy proceeding, the member may be placed on a "cash basis" from the date that bankruptcy is initiated until one (1) year from the date that the member has been discharged from bankruptcy.

(\*\*) NO RECORD OF CIVIL OR CRIMINAL CONDUCT is intended to mean that the Association may only consider civil judgments within the past seven (7) years of violations of (i) civil rights laws; (ii) real estate license laws; (iii) or other laws prohibiting unprofessional conduct against the applicant rendered by the courts or other lawful authorities, and (iv) criminal convictions within the past seven (7) years involving a crime that reasonably relates to the real estate business or puts clients, customers, or other real estate professionals at risk, must provide, and the association must consider, mitigating factors relating to that criminal history.

(b) Individuals who are actively engaged in the real estate profession other than as sole proprietors, 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 the Association or a Designated REALTOR® Member of another 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, Policy Manual and Rules and Regulations of the Association, the Bylaws of the Pennsylvania Association of REALTORS®, and the Constitution and Bylaws and Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS® and shall pass such reasonable and nondiscriminatory written examinations thereon as may be required by the Association and shall agree in writing that if elected to membership she or he will abide by such Constitution, Bylaws, Policy Statement, Rules and Regulations, and the Code of Ethics.

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

1. All final findings of Code of Ethics violations and violations of other membership duties in any other association within the past three (3) years.
2. Pending ethics complaints (or hearings).
3. Unsatisfied discipline pending.
4. Pending arbitration requests (or hearings).
5. Unpaid arbitration awards or unpaid financial obligations to any other association or association MLS.
6. Any misuse of the term REALTOR® or REALTORS® in the name of the applicant's firm.

"Provisional" membership may be granted in instances where ethics complaints or arbitration requests (or hearings) are pending in other associations or where the applicant for membership has unsatisfied discipline pending in another association [except for violations of the Code of Ethics. See Article V, Section 5.02 (a)] provided all other qualifications for membership have been satisfied. The Association 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 of the same privileges and obligations of REALTOR® Membership. If a member resigns from another association with an ethics complaint or arbitration request pending, the Association may condition 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 Association to which the applicant has made application) and will abide by the decision of the hearing panel.

### **Section 5.03 Election.**

(a) Applicants for REALTOR® membership shall be granted provisional membership immediately upon submission of a completed application form and remittance of applicable Association dues and any application fee. Provisional members shall be considered REALTORS® and shall be subject to all of the same privileges and obligations of membership. Provisional membership is granted subject to subsequent review of the application by the Board of Directors. If the Board of Directors determines that the individual does not meet all of the qualifications for membership as established in the Association's Bylaws, or, if the individual does not satisfy all of the requirements of membership (for example, completion of a mandatory orientation program) within one hundred twenty (120) days from the Association's receipt of their application, membership may, at the discretion of the Board of Directors, be terminated.

(b) Dues shall be computed from the date of application on a monthly basis and shall be non-refundable unless the Association's Board of Directors terminates the individual's membership in accordance with subsection (a) above. In such instances, dues shall be returned to the individual less a prorated amount to cover the number of days that the individual received Association services and any application fee.

(c) The Board of Directors may not terminate any provisional membership without providing the provisional member with advance notice, 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.

(d) If the Board of Directors determines that provisional membership should be terminated, it shall record its reasons with the President/Chief Executive Officer. If the Board of Directors believes that termination of provisional membership may become the basis of litigation and a claim of damage by a provisional member, it may specify that termination shall become effective upon entry in a suit by the Board for a declaratory judgment by a court of competent jurisdiction of a final judgment declaring that the termination violates no rights of the individual.

**Section 5.04 New Member Orientation.** Applicants for REALTOR® Membership and provisional 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 120 days of receipt of application will result in denial of the membership application or termination of provisional Membership.

**Section 5.05 Continuing Member Training.**

(a) Each REALTOR® Member of the Association (with the exception of REALTOR® Members granted REALTOR® Emeritus status by the NATIONAL ASSOCIATION of REALTORS®) shall be required to complete code of ethics training of not less than two (2) hours and thirty (30) minutes of instructional time, for the time period from January 1, 2018 through December 31, 2021, and for successive three year periods thereafter. 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 Pennsylvania Association of REALTORS® or the NATIONAL ASSOCIATION of REALTORS®. 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 three (3) year cycle shall not be required to complete additional ethics training until a new three (3) year cycle commences.

(b) Applicants for REALTOR® Membership and provisional REALTOR® Members shall be required to complete triennial training of not less than three (3) hours and thirty (30) minutes of instructional time on antitrust laws, agency laws, civil rights laws and the REALTORS® Code of Ethics, its interpretation and meaning and/or the procedures related to its enforcement, or other similar public policies, for the time period from January 1, 2018, through December 31, 2021, and thereafter to mirror the cycle of the required National Association of REALTORS®'s Code of Ethics training. The specific topic within these subjects will be chosen by the Board of Directors. This membership requirement shall apply to all primary and secondary members of the Association and shall also satisfy the National Association of REALTORS®'s required ethics training.

(1) On or before January 1, 2021, any member in good standing of the former Montgomery County Association of REALTORS® who has satisfied the National Association of REALTORS®'s Code of Ethics training requirement for the cycle ending December 31, 2021 shall be grandfathered and exempt from the requirements expressed in section (b) above. This subsection will become null and void and will have no further legal consequences as of January 1, 2022.

(c) Failure to meet the requirement for continuing member training will result in suspension of membership for the first two months (January and February) of the year following the end of any three (3) 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.

**Section 5.06. Status Change**

(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) Members but shall, during the period of transition from one status of membership to another, be subject to all of the privileges and obligations of a REALTOR® (principal). If the REALTOR® (non-principal) does not satisfy the requirements established in these Bylaws for the category of membership to which they have transferred within 30 days of the date they advised the Association of their change in status, their new membership application will terminate automatically unless otherwise so directed by the Board of Directors.

(b) A REALTOR® who is transferring their license from one firm comprised of REALTOR® principals to another firm comprised of REALTOR® principals shall be subject to all of 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.



(The Board of Directors, at its discretion, may waive any qualification which the applicant has already fulfilled in accordance with the Association's Bylaws.)

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

## **ARTICLE VI - PRIVILEGES AND OBLIGATIONS**

**Section 6.01** The privileges and obligations of members, in addition to those otherwise provided in these Bylaws, shall be specified in this Article.

**Section 6.02** 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, Policy Manual and Rules and Regulations consistent with these Bylaws, after a hearing as provided in the Code of Ethics and Arbitration Manual of the Association. Although members other than REALTORS® are not subject to the Code of Ethics nor its enforcement by the Association, 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 of the NATIONAL ASSOCIATION OF REALTORS®, 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 of the local Association, the Pennsylvania Association of REALTORS®, and the NATIONAL ASSOCIATION OF REALTORS®.

**Section 6.03** Any REALTOR® Member of the Association may be disciplined by the Board of Directors for violations of the Code of Ethics or other duties of membership, after a hearing as described in the Code of Ethics and Arbitration Manual of the Association, provided that the discipline imposed is 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 OF REALTORS®.

**Section 6.04** Resignations of members shall become effective when received in writing by the President/Chief Executive Officer 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, divisions, 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.

**Section 6.05** If a member resigns from the Association or otherwise causes membership to terminate with an ethics complaint pending, the complaint shall not be processed until the decision of the association with respect to disposition of the complaint is final by this association (if respondent does not hold membership in any other Association) or by any other Association in which the respondent continues to hold membership. If an ethics respondent resigns or otherwise causes conduct occurred while the respondent was a REALTOR®, the complaint, once filed, shall be processed until the decision of the Association with respect to disposition of the complaint is final. In any instance where an ethics hearing is held subsequent to an ethics respondent's resignation or membership termination, any discipline ratified by the Board of Directors shall be held in abeyance until such time as the respondent rejoins an association of REALTORS®.

(a) 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®.

**Section 6.06** REALTOR® Members, 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; may use the terms REALTOR® and REALTORS®, which use shall be subject to the provisions of Article VIII; and have the primary responsibility to safeguard and promote the standards, interests, and welfare of the Association and the real estate profession.

(a) 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 other principals, partners, or corporate officers shall suspend or terminate during the period of suspension of the disciplined member, or until readmission of 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 the 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 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 readmitted 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 member, 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 the Association, whichever may apply.

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

(b) In any action taken against a REALTOR® Member for suspension or expulsion under Article VI, Section 6.06(a) 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, Section 6.06(a) shall apply.

**Section 6.07** Institute Affiliate Members shall have rights and privileges and be subject to obligations prescribed by the Board of Directors consistent with the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS®, *except that no Institute Affiliate Members may be granted the right to use the term REALTOR®, REALTOR-ASSOCIATE, or the REALTOR® logo; to serve as President of the local association; or to be a participant in the local association's listing service.*

*NOTE:: The Institutes, Societies and Councils of the National Association shall be responsible for collecting and remitting the required dues to the NATIONAL ASSOCIATION OF REALTORS® for Institute Affiliate Members and issuing the appropriate credit to the Association's account for each Institute Affiliate Member whose office address is within the assigned territorial jurisdiction of the Association, provided, however, if the office location is also within the territorial jurisdiction of a Commercial Overlay Board (COB), the credit due to the Association will instead be issued to the COB, unless the Institute Affiliate Member directs that the credit be distributed to the Association. The NATIONAL ASSOCIATION OF REALTORS® shall also issue the appropriate credit to the account of the Pennsylvania Association of REALTORS® for each Institute Affiliate Member whose office address is located within the territorial jurisdiction of that state association. Neither the Association nor the Pennsylvania Association of REALTORS® will 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.*

**Section 6.08** Affiliate Members shall have rights and privileges and be subject to obligations as may be prescribed by the Board of Directors.

**Section 6.09 Certification of REALTOR®.** "Designated" REALTOR® Members of the Association shall certify to the Association annually on a form provided by the Association, a complete listing of all individuals licensed or certified in the REALTOR®'s office(s) and shall designate a primary 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 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, Section 2(a) of the Bylaws. "Designated" REALTOR® Members shall also notify the Association of any additional individual(s) licensed or certified with the firm(s) within 10 days of the date of affiliation or severance of the individual. As used herein, a "Designated" REALTOR® shall mean the broker of record,

principal partner, majority shareholder, corporate officer, or branch manager of a real estate or appraisal firm, of which there may be only one per company.

**Section 6.10 Misconduct.** Members of the Association may be disciplined by the Board of Directors, in its discretion, for misconduct or conduct detrimental to the Association that shall include, but is not limited to, the following: engaging in a course of conduct or repeatedly committing acts that is or are critically disruptive of the legitimate Association business activity as conducted by the Association and its Board of Directors, President/Chief Executive Officer or the Elected Officers (both defined herein), staff or other individuals acting on their behalf. As used in this Article, "course of conduct" shall mean a pattern of actions composed of more than one act over a period of time, however short, or actions evidencing a continuity of conduct that may include, by way of example, lewd, lascivious, threatening, or obscene words, language, drawings, caricatures, or actions that include strikes, shoves, kicks, or other similar physical contact, or attempts to threaten to do the same and that serve no legitimate purpose.

(a) Harassment. Any member of the Association may be reprimanded, placed on probation, or suspended for harassment pending an investigation in accordance with the procedures of the Association and then expelled subsequent to the investigation where such expulsion is merited. 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 Chairman, Chairman Elect and/or Immediate Past Chairman 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 Chairman, Chairman Elect or Immediate Past Chairman, the named individual may not participate in the proceedings and shall be replaced by another member of the Board of Directors selected by the highest ranking officer not named in the complaint.

(b) Other causes. Nothing in this section is intended to preclude discipline of members for other reasons as may be provided for in the Constitution or other sections of the Bylaws of the Association, or otherwise consistent with either of them.

## **ARTICLE VII – PROFESSIONAL STANDARDS AND ARBITRATION**

**Section 7.01** The responsibility of the Association and of 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 Association, as from time to time may be amended, which by this reference is made a part of these Bylaws.

(a) If an award has been rendered, the non-prevailing party must, within ten (10) days following receipt of the award, either (1) pay the award to the party(ies) named in the award or (2) deposit the funds with the Association to be held in a special Association escrow account maintained for this purpose. Failure to satisfy the award or to deposit the funds with the Association within this period may be considered a violation of a membership duty and may subject the member to disciplinary action at the discretion of the Board of Directors.

The non-prevailing party shall have twenty (20) days following receipt of the award to request procedural review of the arbitration hearing procedure or to have legal counsel notify the President/Chief Executive Officer that a legal challenge to the validity of the award has been initiated.

(b) If a request for limited procedural review of the arbitration procedure is received within twenty (20) days, the funds deposited with the Association shall be retained in the Association's escrow account until the review is completed. If the arbitration award is confirmed by the Board of Directors following the conduct of the limited procedural review, the non-prevailing party shall have an additional fifteen (15) days to institute an appropriate legal challenge to the validity of the arbitration award. In such case, the non-prevailing party shall also cause legal counsel to advise the Association in writing that a suit challenging the validity of the arbitration award has been filed during this additional fifteen-(15) day period. After fifteen (15) days, if written notice of a suit challenging the validity of the arbitration award has not been received by the Association, the funds shall be released from escrow and paid to the prevailing party. If written notification is received during the fifteen (15) day period, the funds will be held in escrow pending the determination of the matter by a court of competent jurisdiction.

If the non-prevailing party does not request the Association to conduct a procedural review of the arbitration hearing process during the twenty- (20) day period following service of the award, then written notification that a legal



challenge has been instituted must be received within the twenty (20) days following service of the award. Failure to provide written notification that a suit challenging the validity of the award has been filed within twenty (20) days following service of the award will result in the award being paid from the Association's escrow account to the prevailing party.

(c) Any failure to make the necessary deposits with the Association shall be referred to the Board of Directors for action at their next meeting or at a special meeting called for that purpose. The party failing to make the deposit on a timely basis shall be advised of the date, time, and place of the meeting and shall have an opportunity to explain why the required deposits were not made on a timely basis. The Board of Directors may, at its discretion, impose discipline or may give the party an additional period to make the required deposits. The Directors may also stipulate appropriate discipline to be automatically imposed if the party fails to make the deposit within the time established by the Directors.

(d) If any interest has accrued on the escrowed funds, such interest shall become the property of the party to whom the funds are ultimately released by the Association.

**Section 7.02** It shall be the duty and responsibility of every REALTOR® Member of this Association to abide by the Constitution, Bylaws and the Rules and Regulations of the Association, the Constitution and Bylaws of the Pennsylvania Association of REALTORS®, the Constitution 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 by Article 17 of the Code of Ethics, and as further defined and in accordance with the procedures set forth in the Code of Ethics and Arbitration Manual of the Association, as from time to time amended. The responsibility of the Association and of Association 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 Southeast Regional Professional Standards Agreement entered into by the Board, which by this reference is made a part of these Bylaws.

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

**Section 8.01** Use of the terms REALTOR® and REALTORS® ("Terms") by members shall, at all times, be subject to the provisions of the Constitution 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.

**Section 8.02** REALTOR® Members of the Association shall have the privilege of using the Terms in connection with their places of business within the Commonwealth or a state contiguous thereto so long as they remain REALTOR® Members in good standing. No other class of members shall have this privilege.

**Section 8.03** A REALTOR® Member who is a principal of a real estate firm, partnership, or corporation may use the Terms only if all the principals of such firm, partnership, or corporation who are actively engaged in the real estate profession within the Commonwealth or a state contiguous thereto are REALTOR® Members of the Association or Institute Affiliate Members as described in Section 4.01 (b).

(a) In the case of 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 Terms 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 Terms may not be used in any reference to those additional places of business.

**Section 8.04** Institute Affiliate Members shall not use the Terms or the imprint of the emblem seal of the NATIONAL ASSOCIATION OF REALTORS®.

## **ARTICLE IX - STATE AND NATIONAL MEMBERSHIPS**

**Section 9.01** The Association shall be a member of the NATIONAL ASSOCIATION OF REALTORS® and the Pennsylvania Association of REALTORS®. By reason of the Association's membership, each REALTOR® Member of the Association shall be entitled to membership in the NATIONAL ASSOCIATION OF REALTORS® and the

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

**Section 9.02** The Association recognizes the exclusive property rights of the NATIONAL ASSOCIATION OF REALTORS® in the Terms. The Association shall discontinue use of the Terms in any form in its name, upon ceasing to be a member of the NATIONAL ASSOCIATION OF REALTORS®, or upon a determination by the Board of Directors of the NATIONAL ASSOCIATION OF REALTORS® that the Association has violated the conditions imposed upon the Terms.

**Section 9.03** 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, Bylaws, Rules and Regulations, and policies of the NATIONAL ASSOCIATION OF REALTORS® and those of the Pennsylvania Association of REALTORS®.

## **ARTICLE X – DUES AND ASSESSMENTS**

**Section 10.01** 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 in the state or a state contiguous thereto or Institute Affiliate Members of the Board. In calculating the dues payable to the Board by a Designated REALTOR® Member, non-member licensees as defined in (1) and (2) of this paragraph 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 in the state or a state contiguous thereto, provided the Designated REALTOR® notified the Board in writing of the identity of the Board 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 the Association.

(b) For the purpose of this Section, a REALTOR® Member shall be held to be any member who has a place or places of business within the state or a state contiguous thereto and who, as a principal, partner, corporate office, 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 (except as provided for in Section 10.1(c) hereof) provided that such licensee is not otherwise included in the computation of dues payable by the principal, partner, corporate officer, or branch office manager of the entity.

(c) 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®.

(d) 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.

**Section 10.02 REALTOR Members.** The annual dues of REALTOR® Members, other than the Designated REALTOR®, shall be as established annually by the Board of Directors.

(a) **Senior Member Dues.** The annual dues of REALTOR® Members other than the Designated REALTOR®, who qualify at the local level as Senior Members through thirty five (35) years consecutive membership in the National Association of REALTORS®, and are age seventy-two (72) by January 1 of the billing year, shall be an amount as determined annually by the Board of Directors.

*NOTE: The Institutes, Societies and Councils of the National Association of REALTORS® shall be responsible for collecting and remitting dues to the National Association of REALTORS® for Institute Affiliate Members (\$105.00). The National Association of REALTORS® shall credit \$35.00 to the account of the Association for each Institute Affiliate Member whose office address is within the assigned territorial jurisdiction of the 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 Association. The National Association of REALTORS® shall also credit \$35.00 to the account of the Pennsylvania Association of REALTORS® Member whose office address is located within the territorial jurisdiction of the Pennsylvania Association of REALTORS®. The Association and the Pennsylvania Association of REALTORS® will 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.*

**Section 10.04 Affiliate Members.** The annual dues of each Affiliate Member shall be as established annually by the Board of Directors.

**Section 10.05 Dues Payable.** Dues for all members shall be payable annually in advance on the first day of January. Dues for new members shall be computed from the date of application and granting of provisional membership.

(a) In the event a sales licensee or licensed or certified appraiser who holds REALTOR® membership is terminated for nonpayment of Association dues, and the individual remains with the designated REALTOR®'s firm, the dues obligation of the Designated REALTOR® (as set forth in this Article X) 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.

**Section 10.06. 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 nonpayment of disputed amounts until the accuracy of the amount owed has been confirmed by the Board of Directors. A former member who has had his/her 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.

**Section 10.07 Deposits and Expenditures.** Deposits and expenditures of funds shall be in accordance with policies established by the Board of Directors.

**Section 10.08** The dues of REALTOR® Members who are REALTOR® Emeriti (as recognized by the NATIONAL ASSOCIATION OF REALTORS®), past presidents and past treasurers of the NATIONAL ASSOCIATION OF REALTORS® or recipients of the Distinguished Service Award shall be as determined by the Board of Directors.

*NOTE: The Association's dues obligation to the National Association of REALTORS® is reduced by an amount equal to the amount which the Association is assessed for each REALTOR® Member, times the number of REALTOR® Emeriti (as recognized by the NATIONAL ASSOCIATION OF REALTORS®), past presidents, and past treasurers of the NATIONAL ASSOCIATION OF REALTORS®, and recipients of the Distinguished Service Award of the NATIONAL ASSOCIATION OF REALTORS® who are REALTOR® Members of the Association. The dues obligation of such individuals to the Association should be reduced to reflect the reduction in the Association's dues obligation to the NATIONAL ASSOCIATION OF REALTORS®. 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 Pennsylvania*

Association of REALTORS® with respect to such individuals. The Association's Board of Directors will determine whether the dues payable by the Association to the Pennsylvania Association of REALTORS® 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 Association.

## ARTICLE XI - OFFICERS AND DIRECTORS

**Section 11.01 Officers.** The Officers of the Board of Directors shall be: a Chairman Elect, a Chairman, and Immediate Past Chairman ("Officers"). As necessary the incoming Board of Directors shall appoint a Chairman Elect. The Chairman and Immediate Past Chairman shall automatically succeed to their respective offices following the conclusion of the term of their prior office: when vacant, the office of Chairman shall be assumed by the Chairman Elect and the Immediate Past Chairman shall be assumed by the Chairman. The foregoing appointment and succession process shall apply as a matter of course, except as provided in Section 11.04(a).

The Chairman and Chairman Elect are limited to two one-year terms. The Immediate Past Chairman shall serve for a single term of one year. In order to qualify as an Officer of the Association, one must be a REALTOR® Member in good standing who has served a minimum of one year service on the Board of Directors.

**Section 11.02 Duties of the 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.

**Section 11.03 President/Chief Executive Officer.** There shall be a Chief Executive Officer, appointed by the Board of Directors, who shall also be the President of the Association ("President/Chief Executive Officer") and who shall have the authority to hire, supervise, evaluate and terminate Association staff as well as to perform such other duties as may be prescribed by the Board of Directors from time to time. The President/Chief Executive Officer may also be appointed to serve as the Association's Secretary and/or Treasurer, as may be necessary, in which case the President/Chief Executive Officer shall also perform the duties of either or both of those officers.

**Section 11.04 Association Governance; Board of Directors and Officers.** The governing body of the Association shall be a Board of Directors. Directors and Officers shall not receive compensation.

(a) Post –Merger Period: January 1, 2021 to December 31, 2022 ("Transition Period").

(1) Board Members; Terms for Board Members and Officers. The Association's initial Board of Directors ("Initial Board") shall consist of a total of sixteen (16) Directors, who will each serve a single two-year term.

(2) Selection of Board Members by the Merging Associations. On or before January 1, 2021, the Montgomery County Association of REALTORS® ("MCAR") shall appoint five (5) Directors to the Initial Board and the Suburban West REALTORS® Association ("SWRA") shall appoint seven (7) Directors to the Initial Board. MCAR and SWRA shall each be responsible for determining how their Elected Merging Directors will be selected. In addition, the Chairman and Chairman Elect of SWRA and the President and Vice-President of MCAR shall each also receive automatic appointments to the Initial Board.

(3) Selection of the Association's Chairman and Chairman Elect.

- (i) Chairman and Chairman Elect for 2021. 2021 Chairman and 2021 Chairman Elect will be determined by lot between the 2020 Chairman Elect of SWRA and 2020 Vice President of MCAR.
- (ii) Chairman and Chairman Elect for 2022. On January 1, 2022, the 2021 Chairman Elect will ascend to 2022 Chairman and a new Chairman Elect will be appointed by the Board of Directors to serve for 2022.
- (iii) Immediate Past Chairman. In 2021, there will be two (2) Immediate Past Chairman: the 2020 Chairman from SWRA and the 2020 President from MCAR. In 2022, the Immediate Past Chairman will be the Association's outgoing Chairman, as set forth in Section 11.01.

(4) This Subsection 11.04(a) will become null and void and will have no further legal consequences as of January 1, 2023; except that the Chairman Elect for 2022 will automatically succeed to Chairman in 2023 and the Chairman for 2022 will automatically succeed to Immediate Past Chairman in 2023.

(b) Following the Transition Period – Beginning January 1, 2023.



(1) Board Members; Terms for Board Members and Officers. The Association's Board of Directors shall consist of a total of 12 Directors. Terms for the Officers and Directors shall be two years, except for Directors terms beginning on January 1, 2023. To stagger the Director's terms, the Director's terms beginning on January 1, 2023, as determined by lot, shall be established as follows: 1/2 shall have 1 year terms, 1/2 shall have 2 year terms.

(2) Term Limits. Directors shall be limited to three (3) two-year terms, except that the Chairman's term as a Director shall automatically be extended for one year and the Immediate Past Chairman's term shall automatically be extended as a Director for one year following his or her term as Chairman. Terms or any parts thereof served by Directors on the Initial Board during the Transition Period shall be considered as a part of the term limits under this provision.

(3) Selection of Board Members. In accordance with the other provisions of these Bylaws, the members shall elect seven (7) Directors ("Member Elected Directors") and the Board of Directors shall appoint the remaining five (5) Directors ("Board Appointed Directors").

(4) Required Composition. At all times the Board Appointed Directors shall include at least one of each of the following: (1) REALTOR® Member of the Commercial Chapter of the Association, one (1) Affiliate Member of the Association, and one (1) Director from of each of the Association's represented counties of Chester, Delaware and Montgomery Counties.

(c) As many Member Elected Directors shall be elected and Board Appointed Directors shall be appointed each year as may be required to fill any current or upcoming vacancies.

(d) Board Member and Officer Nomination and Election Process. At least two (2) months before the Association's annual meeting, the Chairman shall appoint members to a Leadership Development Committee. The Leadership Development Committee shall nominate one candidate for each Member Elected Director vacancy plus, at least, an additional four candidates. The candidates nominated by the Leadership Development Committee shall be reported to the REALTOR® Members eligible to vote at least six (6) weeks preceding the Association's annual meeting. REALTOR® Members may nominate additional candidates for any vacant Member Elected Director position by submitting a nomination petition signed by at least five (5) % of the REALTOR® Members eligible to vote. The petition shall be delivered to the President/Chief Executive Officer at least four (4) weeks before the election, whereupon the Association staff shall prepare and deliver the ballots by electronic mail to all members eligible to vote. Members who wish to receive a ballot by means of United States pre-paid first-class mail shall deliver a written request to the President/Chief Executive Officer at least four (4) weeks before the election.

(e) The Board of Directors shall appoint an Election Committee of six (6) REALTOR® Members to conduct the election. In case of a tie vote, the members of the Election Committee shall be determined by lot.

(f) The election of the Member Elected Directors shall take place at the Association's annual meeting. Each Member entitled to vote shall be entitled to cast the number of votes equal to the number of open Member Elected Director positions. Election shall be by ballot and all votes may be cast in person on the day of election, by mail, brought to the Association offices, or by electronic means. All ballots sent via mail or electronic means must be received by the Association office prior to the day of the election. Votes by proxy shall be permitted. Members who wish to appoint some or all of their votes by proxy may appoint the members of the Leadership Development Committee to do so, not through a directed proxy, but only as a general proxy. The Leadership Development Committee shall divide the total number of proxy votes equally among its members, and each member of the Committee shall cast his or her proxy votes as that member, in his or her discretion, shall determine. If the number of proxy votes is not equally divisible among the Leadership Development Committee members, after the equal distribution of the proxy votes to the Committee members, any remaining proxy votes shall be voted by the Chairman. At no time shall the Chairman receive more than (five) 5 proxy votes.

**Section 11.05 Vacancies.** Vacancies among the Officers, Board Appointed Directors and Member Elected Directors not created by reason of removal under Section 11.06, shall be filled by a simple majority vote of the Board of Directors who shall serve for the balance of the respective vacant Director's unexpired term. Member Elected Director vacancies created by removal by reason of removal under Section 11.06 shall remain vacant and be filled at the next annual election, as provided in this Article and Article XII.

**Section 11.06 Removal of Officers and Directors.** In the event that an Officer or Board Appointed Director is deemed to be incapable of fulfilling his or her duties, but such Officer or Board Appointed Director will not or is unable to resign voluntarily, the Board of Directors shall be authorized to remove him or her by a by 2/3 majority vote. In the

event that 2/3 of the Board of Directors determines that a Member Elected Director is incapable of fulfilling his or her duties, but such Director will not or is unable to resign voluntarily, a special meeting of the members shall be called for a vote as to removal of that Member Elected Director. Such Director shall be removed if removal is supported by a simple majority, in accordance with the provisions of Article XII.

**Section 11.07 Meetings of the Board of Directors.** The Board of Directors shall meet as deemed necessary and called for by the Chairman and shall designate a time and place of the meetings by providing ten (10) days' notice to each Director. Special Meetings may be called by the Chairman or three Directors provided forty-eight (48) hours' notice is given to each Director of the time and place, and confirmed in writing.

(a) **Electronic Transaction of Business.** To the fullest extent permitted by law, the Board of Directors may utilize electronic means to conduct business, including to conduct any meetings of the Board of Directors if all of the other necessary criteria are met.

(b) **Quorum.** A quorum for the transaction of business at a meeting of the Board of Directors shall be a simple majority, except as may be required by Pennsylvania law. The Chairman shall be eligible to vote only to break a tie vote among a quorum of Directors and is to be counted in a quorum.

(c) **Action without a meeting.** Unless specifically prohibited by the Articles of Incorporation, any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the Directors. The consent shall be evidenced by one or more written approvals, each of which sets forth the action to be taken and bears the signature of one or more Directors. All the approvals evidencing the consent shall be delivered to the Directors, which also may be done electronically. All the approvals evidencing the consent shall be delivered to the President/Chief Executive Officer to be filed in the corporate records. The action taken shall be effective when all the Directors have approved the consent unless the consent specifies a different effective date.

(d) **Rules and Regulations, Policy Statements and Other Governing Documents.** Provided they are not contrary to the Bylaws of the Association, the Constitution and Bylaws of the Pennsylvania Association of REALTORS®, or the Constitution, Bylaws and Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, the Board of Directors may adopt and amend from time to time such Rules and Regulations, Policy Statements and other governing or operational documents as they deem appropriate for the operation of the Association.

## **ARTICLE XII—MEMBER MEETINGS & QUORUM**

**Section 12.01 Meetings.** Meetings of the members of the Association shall be held, at least annually, at the registered office of the Association unless otherwise designated by the Board of Directors advising of the date, time and location, or as otherwise provided in these Bylaws.

**Section 12.02 Special Meetings.** Special Meetings of the members of the Association shall be held, at such other times as the Chairman or 2/3 of the Board of Directors may determine, or upon the written request of ten percent (10%) of the REALTOR® Members eligible to vote.

**Section 12.03 Notice of Meetings.** Written notice shall be given to every member entitled to participate in the meeting at least ten (10) days preceding all meetings. If a special meeting, it shall be accompanied by a statement of the purpose of the meeting.

**Section 12.04 Quorum.** A Quorum for the transaction of business at a meeting of the membership shall **constitute** two percent (2%) of the membership entitled to vote at the time of the meeting, except as may be otherwise required by state law. However, a majority of those members present and voting may, by two thirds vote, waive the quorum requirement and conduct business with the same effect as if a quorum was present.

**Section 12.05 Electronic Transaction of Business.** To the fullest extent permitted by law, the membership business may be handled utilizing electronic means to conduct business, including to conduct any member meetings if all of the other necessary criteria are met.

## ARTICLE XIII - INDEMNIFICATION

**Section 13.01 General Rule.** A Director, Officer or representative of the Association shall not be personally liable for monetary damages for any action taken or failure to take any action, except to the extent that exemption from liability from monetary damages is not permitted under the laws of the Commonwealth of Pennsylvania as now or hereafter in effect. The provisions of this Article are intended to exempt the Directors, Officers and representatives of the Association from liability for monetary damages to the maximum extent permitted under the Nonprofit Corporation law of 1988 (15 Pa. C.S.A. 5741 et seq.) or under any other law now or hereafter in effect.

**Section 13.2 Modification or Repeal.** The provisions of this Article may be modified or repealed in accordance with the procedures for amending these Bylaws; provided, however, that any such modification or repeal shall not have any effect upon the liability of a Director, Officer or representative relating to any action taken, any failure to take any action, or events which occurred prior to the effective date of such modification or repeal.

**Section 13.03 General Rule.** Subject to the provisions of Section 13.04 below, the Association shall, to the fullest extent permitted under the laws of the Commonwealth of Pennsylvania as now or hereafter in effect, indemnify any person (and his heirs, executors and administrators) who was or is a party, witness or other participant, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including without limitation, actions by or in the right of the Association), by reason of the fact that she or he is or was a Director, Officer or representative of the Association, or is or was serving at the request of the Association as a Director, Officer or representative of another corporation, partnership, joint venture, trust or other enterprise, and may, to the fullest extent permitted under the law of the Commonwealth of Pennsylvania as now or hereafter in effect, indemnify any person (and his heirs, executors and administrators) who was or is a party, witness or other participant, or is threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including without limitation, actions by or in the name of the Association), by reason of the fact that he is or was an employee or agent of the Association as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against all expenses (including attorneys' fees, court costs, transcript costs, fees of experts and witnesses, travel expenses and all other similar expenses), judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

**Section 13.04 Standard of Conduct.** Indemnification shall be provided under this Article only if the Board of Directors determines that: (a) the person seeking indemnification acted in good faith in a manner she or he reasonably believed to be in or not opposed to the best interests of the Association, and (b) the act or failure to act giving rise to the claim for indemnification does not constitute willful misconduct or recklessness and, with respect to any criminal proceeding, the party seeking indemnification had no reasonable cause to believe his or her conduct was unlawful.

**Section 13.05 Procedure.** Indemnification (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the person seeking indemnification has met the applicable standard of conduct set forth in this Article. All such determinations shall be made by the Board of Directors.

**Section 13.06 Advance Payment of Expenses.** Subject to such terms, conditions and limitations, if any, as the Board of Directors may in its discretion determine to be appropriate, the Association shall (in the case of a Director or Officer) and may (in the case of a representative, employee or agent) advance all reasonable expenses (including attorneys' fees, court costs, transcript costs, fees of experts and witnesses, travel expenses and all other similar expenses) reasonably incurred in connection with the defense of or other response to any action, suit or proceeding referred to in this Article upon receipt of an undertaking by or on behalf of the person seeking the advance to repay all amounts advanced if it shall ultimately be determined upon final disposition of such action, suit or proceeding that she or he is not entitled to be indemnified by the Association under the provisions of this Article. Notwithstanding the provisions of the preceding sentence, the Association shall not be required to make any advance payment of expenses (or to make any further advance if one or more advances shall have been previously made) in the event that a determination is made by the Board of Directors that the making of an advance or further advance would be inappropriate in the circumstances because there is reason to believe that the person seeking the advance did not meet the applicable standard of conduct set forth in Section 13.04 above.

**Section 13.07 Successor Rights of Indemnification.** The indemnification and advancement of expenses provided by or granted pursuant to this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, Officer, representative, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person for acts committed during term of office, representation or employment.

**Section 13.08 Insurance.** The Association shall have the authority to create a fund or purchase insurance of any nature, which may, but need not be, under the control of an independent trustee, or otherwise secure or insure in any manner any indemnification obligations undertaken by the Association. The authority granted by this Article shall be exercised by the Board of Directors of the Association, in its discretion.

**Section 13.09 Effective Date.** The indemnification provisions of this Article shall apply to any actual or alleged breach of performance of duty, failure or performance of duty, action, or inaction of any person who is indemnified hereunder occurring on or after January 1, 2021.

## **ARTICLE XIV - RULES OF ORDER**

**Section 14.1** Roberts' Rules of Order, latest edition, shall be recognized as the authority governing the meetings of the Association, its Board of Directors, and committees, in all instances wherein its provisions do not conflict with the Bylaws of the Association, the Constitution and Bylaws of the Pennsylvania Association of REALTORS®, or the Constitution, Bylaws and Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®.

## **ARTICLE XV - AMENDMENTS**

**Section 15.1** These Bylaws may be amended by the majority vote at a meeting of the REALTOR® Members present at the meeting and entitled to vote, 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 NATIONAL ASSOCIATION OF REALTORS® policy, and notice of such amendments shall be given to the membership within thirty (30) days. Votes on amendments may be cast in person on the day of the meeting, or by mail, or brought to the Association offices, or by electronic means prior to the day of the meeting. Votes by proxy will not be permitted.

**Section 15.2** Four (4) weeks prior to any meeting, the Association shall announce the meeting date to the members. Notice of any meetings at which amendments are to be considered shall be delivered by electronic mail to every member eligible to vote at least two (2) weeks prior to the meeting.

**Section 15.3** 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 Association shall become effective upon their approval as authorized by the Board of Directors of the NATIONAL ASSOCIATION OF REALTORS®.

## **ARTICLE XVI - DISSOLUTION**

**Section 16.1** Upon the dissolution of this Association, the Board of Directors, after providing for the payment of all obligations, shall distribute any remaining assets to any real estate trade association or successor corporation, or within its discretion, to any other non-profit tax exempt organization.