

# **Cobb Association of REALTORS<sup>®</sup>, Inc.**

## **CONSTITUTION AND BYLAWS**

Approved and Adopted by Cobb Association of REALTORS<sup>®</sup> Membership on June 20, 2018.

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**AMENDED AND RESTATED BYLAWS**  
**OF**  
**Cobb Association of REALTORS®, Inc.**

**ARTICLE 1. GENERAL**

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**Section 1.1. Name.** The name of the corporation shall be the Cobb Association of REALTORS®, Inc. (the “Association”).

(a) Inclusion of the Registered Collective Membership Mark “REALTORS®” in the name of the Association shall be and is governed by the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS® as it may be amended from time to time (“National Association Constitution and Bylaws”).

**Section 1.2. Applicability.** These Bylaws provide for the self-government of the Association and shall be managed in accordance with [O.C.G.A. TITLE 14 Chapter 3](#), et. seq., as Amended from time to time and the Articles of Incorporation filed with the Georgia Secretary of State (“Articles of Incorporation”).

**Section 1.3. Definitions.** The terms used herein shall have in order of priority from most to least (a) such meanings as are specified herein through the use of official definitions or quotations following specified items; then (b) such meanings as specified in the National Association Constitution and Bylaws; then (c) the meanings set forth in [O.C.G.A. TITLE 14 Chapter 3](#), et. seq., as Amended from time to time; then (d) the generally accepted meanings of such terms as set forth in the most current version of Merriam-Webster Dictionary (<http://www.merriam-webster.com/>).

**ARTICLE 2. MAIN OBJECTIVES AND JURISDICTION**

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**Section 2.1. Objectives.**

(a) To unite those engaged in the recognized NATIONAL ASSOCIATION OF REALTORS® (“National Association”) branches of the Real Estate Profession, defined below, for the purpose of exerting a beneficial influence upon the profession and related interests to the profession.

(b) To promote and maintain high standards of conduct in the Real Estate Profession as required in the Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS® (“Code of Ethics”).

(c) To help ensure that the Members, as such term is defined below, uphold the Code of Ethics when representing a buyer, seller, landlord, tenant, or other client as an agent and REALTOR®.

(d) 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.

(e) To unite its Members in this community with the Georgia Association of REALTORS® (“State Association”) and the National Association, thereby furthering the Association’s and its agreed upon Member’s objectives throughout the state and nation, and obtaining the benefits and privileges of membership therein.

(f) 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.

**Section 2.2. Territorial Jurisdiction.** The “Territorial Jurisdiction” of the Association includes all of Cobb County.

**Section 2.3. Rights.** The Association has the right and duty to control the use of the terms REALTOR® and REALTORS® in Cobb County, subject to the conditions set forth in these Bylaws and all applicable governing documents of the National Association, in return for which the Association agrees to comply with all applicable governing documents of the National Association, including without limitation, the National Association Constitution and Bylaws.

### **ARTICLE 3. APPLICATION AND QUALIFICATION FOR REALTOR® MEMBERSHIP**

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**Section 3.1. Application.** Applications for REALTOR® Membership shall be made available to all requesting parties and shall be handled in accordance with this Section.

**Section 3.2. Application Fee.** The Board of Directors may adopt an application fee for REALTOR® Membership in a reasonable amount, not exceeding three (3) 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 submission of the Application Form, defined below.

#### **Section 3.3. Application Form.**

(a) Applications shall be made on the form approved by the Board of Directors of the Association ("Application Form").

(b) The Application Form must contain and REALTOR® Membership shall be subject to compliance with the following items:

- (i) An agreement by the Applicant, defined below, to thoroughly familiarize himself/herself with these Bylaws of the Association (these "Bylaws" or these "Bylaws of the Association"); Cobb Association of REALTORS® Policies and Procedures Manual ("Policies and Procedures Manual"); the National Association Constitution and Bylaws; the Code of Ethics; the Arbitration Manual of the National Association ("Arbitration Manual"); the State Association Bylaws and any and all other governing documents of the Association, the State Association and the National Association as deemed required by the Board of Directors of the Association (defined below) from time to time and all as may be amended from time to time or renumbered pursuant to the provisions therein and all of which are incorporated herein by this reference (Collectively the "REALTOR® Governing Forms").
- (ii) An Agreement by the Applicant to abide and follow the REALTOR® Governing Forms. The foregoing obligation shall include without limitation the obligation to arbitrate or mediate controversies as more specifically required and set forth in Article 17 of the Code of Ethics and the Arbitration Manual of the National Association, both as amended from time to time.
- (iii) The Applicant's consent that the Association, through its membership committee or through any other approved manner, may invite and receive information about the Applicant from any Member or other person, and that Applicant agrees that any information furnished to the Association by any person or Member in response to the Association's request shall be conclusively deemed to be privileged information. The Applicant hereby agrees that this information cannot be the basis of any action for slander, libel, defamation of character or any other law suit or claim of action.

- (iv) A statement of the Applicant's understanding that the REALTOR® Governing Forms may be amended from time to time and that if the Applicant becomes a Member, they will be required to abide by and comply with the forms as amended.
- (v) A link, contact information, or location where the Applicant can access all REALTOR® Governing Forms.

#### **Section 3.4. Additional Application Requirements**

(a) An Applicant for REALTOR® Membership shall supply evidence satisfactory to the Association, through its membership committee or through any other approved manner that he/she complies with the following requirements:

- (i) That the Applicant is actively engaged in a Real Estate Profession or Real Estate Professions.
- (ii) That the Applicant 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.
- (iii) That the Applicant has a place of business within the state or a state contiguous thereto.
- (iv) That the Applicant has no record of recent or pending bankruptcy. This is intended to mean that the Applicant and/or the Applicant's real estate firm, in which the Applicant is a sole proprietor, general partner, corporate officer, or branch office manager (collectively the "Applicant"), is/are not involved in any pending bankruptcy or insolvency proceedings; or that the Applicant has not been adjudged bankrupt in the past three (3) years. If a bankruptcy proceeding as described above exists, Membership may not be rejected for this reason alone, 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 all Association dues for at least one (1) year from the date that the Membership is approved or from the date that the Applicant is discharged from bankruptcy (whichever is later).
- (v) That the Applicant has no record of official sanctions involving a violation of the Code of Ethics or unprofessional conduct of the type listed below:
  - 1) Judgments against the Applicant within the past three (3) years for violations of (1) civil rights laws, (2) real estate license laws, (3) fair housing act violations or (4) or other laws regarding unprofessional conduct. Such judgments may be issued by the courts or any other lawful authorities, including without limitation mediators or arbitrators.
  - 2) Criminal convictions if (1) the crime was punishable by a sentence which could have required more than one (1) year of jail or prison time under the law for which the Applicant was convicted, whether or not the sentence was actually served or fully imposed
  - 3) Any criminal convictions that have taken place in the last ten (10) years since the date of the conviction or the release of the Applicant from the confinement imposed for that conviction, whichever is the later.



- 4) Any unfulfilled sanction which was imposed by another association of REALTORS® for violation of the Code of Ethics.
- (vi) That the Applicant agrees to complete a course of instruction covering the REALTOR® Governing Forms and that the Applicant shall pass such reasonable and nondiscriminatory written examination thereon, if required. This shall be in addition to the New Member Code of Ethics Orientation.

**Section 3.5. Election to Membership.** The procedure for election to membership shall be as set forth in this Section.

(a) The Chief Executor Officer, defined below, (or duly authorized designee) shall determine whether the Applicant is applying for the appropriate class of membership.

(b) The Board of Directors shall review the qualifications of the Applicant and the recommendations of the Chief Executive Officer and then vote on the Applicant's eligibility for membership.

- (i) If the Applicant receives a majority vote in favor of Membership, he/she shall be awarded Membership and advised by written notice.
- (ii) If the Applicant does not receive a majority vote in favor of Membership,
  - 1) The Applicant shall be provided with notice of the vote. Then the Applicant shall be given the right to appear before the Board of Directors and present the Applicant's case for Membership, including the right to call witnesses, be represented by counsel, or provide any other evidence of support. Such meetings shall be recorded and written minutes shall be kept and approved by the Board of Directors. After the Applicant has appeared the Board of Directors shall take another vote on whether or not the Applicant shall be awarded Membership. Such vote shall be taken when the Applicant has left the meeting room.
  - 2) If the Board of Directors determines that the application should be rejected, it shall record its reasons with the Chief Executive Officer and shall provide written notice to the Applicant.
  - 3) If the Board of Directors believes that denial of Membership to the Applicant may become the basis of litigation and/or a claim of damages by the Applicant, it may specify that the denial of Membership shall only become effective upon entry in a suit brought by the Association for a declaratory judgment by a court of competent jurisdiction for a final judgment declaring that the rejection violates no rights of the Applicant. In this case, notice of the denial shall not be provided to the Applicant until after the judgment has been issued, however, notice of the declaratory judgment shall be provided to the Applicant in accordance with the Laws of the State of Georgia.

## **ARTICLE 4. MEMBERSHIP**

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**Section 4.1. Membership.** There shall be six classes of membership in the Association, generically, all classes of membership shall be collectively referred to as "Membership" and the individuals therein "Members". Each class of Membership and its Members shall have different rights and obligations, including voting rights. Each REALTOR® Member is required to be a REALTOR® Member in an association of REALTORS®, like the Association, within the State of Georgia or a state contiguous thereto, unless otherwise qualified for membership, as defined later in this Article.

**Section 4.2. REALTOR® Members**, whether primary or secondary shall be:

(a) 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 state of [Georgia](#) 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 an association of REALTORS® within the state or a state contiguous thereto, unless otherwise qualified for Institute Affiliate Membership:

- (i) 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.
- (ii) 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.

(b) 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 obligation to arbitrate (or to mediate if required by the Association) pursuant to Article 17 of the Code of Ethics and the payment of association dues. The "Designated REALTOR® Member" 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. Their additional duties are as follows:

- (i) The Designated REALTOR® Member's must be a REALTOR® Member and the REALTOR® Member's name and contact information shall be provided to the Association naming them as a Designated REALTOR® Member for a listed office or firm location.
- (ii) Those Designated REALTOR® Member who may be responsible for multiple office locations shall name a Designated REALTOR® Member for each location. The Designated REALTOR® Member may be the same person or a different person for each office or firm location. However, only one Designated REALTOR® Member may be named for each location.
- (iii) The Designated REALTOR® Member is responsible for the payment of the Association dues.
- (iv) All Designated REALTOR® Members shall certify to the Association not more than 60 days and not less than 30 days prior to the due date of Association dues, on a form provided or approved by the Association the following:
  - 1) A complete list of all individuals licensed or certified in the Designated REALTOR® Member's office(s) and the status of their Membership in the Association.
  - 2) List the primary association for each individual who holds Membership and whether or not any association dues have been paid and that last date they were paid.

- 3) Identify any non-member licensees and list if dues have been paid to another association by those non-member licensees
- 4) The certification report shall be used for purposes of calculating dues under the Bylaws.
- (v) All Designated REALTOR® Members shall also notify the Association of any individuals, holding a real estate license, joining or departing the office or firm within thirty (30) days of the date the individual joined or departed, whether or not the individual is or has applied to be a REALTOR® Member.

(c) **Franchise REALTOR® Members.** “ 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 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.

- (i) Such individuals shall enjoy all of the rights, privileges, and obligations of REALTOR® Members, as set forth herein, except for:
  - 1) The obligations related to association-mandated education;
  - 2) The obligations related to meeting attendance;
  - 3) The obligations related to indoctrination classes or other similar requirements;
  - 4) The right to use the term REALTOR® in connection with their franchise organization's name;
  - 5) The right to hold an elected office in the Association, State Association, or the National Association.

(d) **Primary and Secondary REALTOR® Members.** An individual is a primary member if the association 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. 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

(e) **Privileges of REALTOR® Members.** 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 (except for Franchise REALTOR® Members); may use the terms REALTOR® and REALTORS® (except in a Franchise name), which use shall be subject to the provisions of Article 7; and have the primary responsibility to safeguard and promote the standards, interests, principals and welfare of the Association and the Real Estate Professions and shall have the duty to uphold the REALTOR® Governing Forms. All approved Bylaws shall be placed on the Association's Website under password protection. The most current version shall also be provided to new Members with their orientation materials, as the same may be modified from time to time, or if no orientation materials are provided, access shall be granted to the new Members via the website of the Association.

**Section 4.3. Institute Affiliate Members.** “Institute Affiliate Members” shall be individuals who hold a professional designation awarded by an Institute, Society, or Council affiliated with the National Association 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® or REALTOR-ASSOCIATE® Membership, subject to payment of applicable dues for such Membership.

**Section 4.4. Affiliate Members.** “Affiliate Members” shall be real property owners and/or other individuals or firms, including without limitation, law firms, attorneys, banks, mortgage brokers, lenders, pest inspection companies, home warranty companies, insurance companies, and insurance brokers, who, while not engaged in Real Estate Professions, still have interests concerning real estate and are in sympathy with the objectives of the Association. Affiliate Members shall have all the obligations, rights and privileges prescribed by the Board of Directors of the Association, which shall be consistent with the National Association Constitution and Bylaws.

**Section 4.5. Public Service Members.** “Public Service Members” shall be individuals who are interested in Real Estate Professions as employees of or who are affiliated with educational, public utility, governmental, municipalities, or other similar organizations, but are not engaged in Real Estate Professions on their own account or in association with an established real estate business. Public Service Members shall have all the obligations, rights and privileges prescribed by the Board of Directors of the Association, which shall be consistent with the National Association Constitution and Bylaws.

**Section 4.6. Honorary Members.** “Honorary Members” shall be individuals not engaged in Real Estate Professions, but who have performed notable service for Real Estate Professions, for the Association, or for the public. Honorary Members shall have the right to attend meetings and participate in discussions, but shall have no other rights or obligations, except for the obligation to uphold the values and principals of the Association, the National Association and the State Association and their accompanying governing documents. Honorary Membership is revocable at any time at the discretion of the Board of Directors, with or without cause.

**Section 4.7. Student Members.** “Student Members” shall be individuals who are seeking an undergraduate or graduate degree with a specialization or major in real estate at institutions of higher learning, and who have completed at least two years of college and at least one college-level course in real estate, but who are not engaged in Real Estate Professions on their own account and who are not associated with an established real estate office. Student Members shall have all the obligations, rights and privileges prescribed by the Board of Directors of the Association, which shall be consistent with the National Association Constitution and Bylaws.

**Section 4.8. Obligations of Members.** It shall be the duty and responsibility of every REALTOR® Member of the Association to abide by the Bylaws of the Association and the Policies and Procedures Manual, the Constitution and Bylaws of the State Association, National Association Constitution and Bylaws, and to abide by the Code of Ethics, 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, as from time to time amended.

(a)

**Section 4.9. Code of Ethics Training.**

(a) New REALTOR® Members shall complete an orientation program on the Code of Ethics of not less than three (3) hours of instructional time. This requirement does not apply to new REALTOR® Members who have completed a comparable orientation in another association, provided that their other membership had been continuous, or that any break in membership was for one (1) year or less. Orientation is required to be completed within 180 days of the date Membership was approved, in order to achieve REALTOR® status and use of all REALTOR® trademarks.

b) Effective January 1, 2019, through December 31, 2021 and for successive three 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 ethics training of not less than two (2) hours and thirty (30) 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 REALTOR® association, the State Association of REALTORS®, or 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 three year cycle shall not be required to complete additional ethics training until a new three year cycle commences.

(c) Failure to satisfy the required periodic ethics training shall be considered a violation of a membership duty. Failure to meet the requirement in any three year cycle will result in suspension of membership for the first two months (January and February) of the year following the end of any three 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.

(d) Orientation programs must meet the learning objectives and minimum criteria established from time to time by the National Association.

(e) Failure to complete required training shall be considered a violation of REALTOR® Membership duty and will result in suspension of REALTOR® 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 REALTOR® Membership of a REALTOR® Member who has still not completed the required training shall be automatically terminated. In applying for Membership, all REALTOR® Members understand and accept this obligation.

**Section 4.10. Change in Status of Membership.** A Member who changes the conditions under which he/she holds Membership shall be required to provide written notification to the Association within 30 days of the date of the change and shall include in that written notice a request for a change in the status of their Membership. A Member may be required to satisfy any previously unsatisfied Membership requirements applicable to Member's new status but shall, during the period of transition from one status of Membership to another, be subject to all of the privileges and obligations of both forms of Membership.

(a) If the Member does not satisfy the requirements established in these Bylaws for the category of Membership to which he/she has requested to be transferred within 30 days from the date the Member advised the Association of the requested change in status, the new Membership will terminate automatically, but the old Membership shall remain, unless otherwise terminable by the REALTOR® Governing Forms.

(b) If the Member requesting a change in status has already fulfilled all obligations required for the new Membership status or class, the Member shall not be required to repeat these obligations in order for the change in Membership status to occur, however, proof may be required in order to waive these obligations.

(c) 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 Member.

(d) Dues shall be prorated from the first day of the month in which the new Membership status has been approved and shall be based on the new Membership status for the remainder of the fiscal year.

(e) The Board of Directors, or their authorized designees, shall provide the Member with written notice of the acceptance or denial of the requested change in Membership status within 30 days from the date the Association received the request.

## **ARTICLE 5.       SUSPENSION,   DISCIPLINE,   TERMINATION   AND   RESIGNATION   OF MEMBERSHIP**

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### **Section 5.1.   Penalties Imposed by the Board of Directors on Members.**

a)       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 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, 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 State Association, and the NATIONAL ASSOCIATION OF REALTORS®.

b)       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.

### **Section 5.2.   When a REALTOR® Member is Terminated, Suspended or Expelled.**

(a)       If a General REALTOR® Member is terminated, suspended or expelled, the right to use terms REALTOR® or REALTORS®, in accordance with these Bylaws, by the firm, partnership, corporation and/or other General REALTOR® Members who may be associated with the terminated, suspended or expelled General REALTOR® Member shall not be affected.

(b)       If a Designated REALTOR® Member is suspended, terminated or expelled, the firm, partnership or corporation and all General REALTOR® Members thereof shall lose the privilege to use the terms REALTOR® or REALTORS® during the period of suspension or perpetually in the event the Designated REALTOR® Member was terminated or expelled until:

- (i)       A new Designated REALTOR® Member has been named for the firm, partnership or corporation. The Board of Directors may condition the naming of a replacement Designated REALTOR® Member, with the requirement for certified proof that the suspended, terminated or expelled Designated REALTOR® Member's connection with the firm, partnership or corporation has been severed, management control has been relinquished, and/or any other proof which the Board of Directors may reasonably request to show that the suspended, terminated or expelled Designated REALTOR® Member's management association has been ended. Said proof shall be in writing, notarized and signed by the person applying to become the new Designated REALTOR® Member.
- (ii)      The certified notarized writing must be submitted to the Board of Directors at their primary place of business, certifying that the suspended, terminated or expelled Designated REALTOR® Member has relinquished all form or degree of management control of the firm; then the firm, partnership or corporation and all General REALTOR® Members thereof shall re-gain the privilege to use the terms REALTOR® or REALTORS®.

- (iii) The Section is not intended to preclude a suspended, terminated or expelled Designated REALTOR® Member from functioning as an employee or independent contractor for a firm, partnership or corporation. It is only intended to terminate or suspend the individual from being a Designated REALTOR® Member. The suspended, terminated or expelled Designated REALTOR® Member may reapply for General REALTOR® Membership status at the end of the disciplinary period.

(c) Members will be suspended or expelled automatically for non-payment of the dues required by Article 9.

**Section 5.3. Harassment.** Any Member may be reprimanded, placed on probation, suspended, terminated or expelled for harassment of an Association or MLS employee or Association officer or director, after an investigation, in accordance with the procedures of the Association. Harassment shall be deemed to mean, without limitation, 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.

(a) The decision of the appropriate disciplinary action to be taken shall be made by the Investigatory Team, defined below, and based upon consultation with legal counsel for the Association. Disciplinary action may include any sanction authorized in the Code of Ethics and Arbitration Manual.

(b) The "Investigatory Team" shall be comprised of the President, and President-Elect and/or Vice President, defined below, and one other member of the Board of Directors selected by the highest ranking officer (not named in the complaint). If the complaint names the President, President -Elect or Vice President, the named individual 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.

(c) Suggested procedures for processing complaints of harassment are available on line at <http://www.REALTOR.org>, or from the Member Policy Department.

**Section 5.4. Resignation of Members.** Resignation of Members shall become effective immediately upon delivery of written notice to the Board of Directors. Such notice shall be hand delivered to 444 Manget Street SE Suite 100, Marietta, Georgia 30060 or it may be sent to the same address by tracked mailing in which case the delivery shall be considered received when it is signed for by an individual located at the provided address. This address may be updated or amended from time to time by the Board of Directors.

(a) Notwithstanding the foregoing, if any Member submitting resignation is indebted to the Association for dues, fees, fines, or other assessments of the Association, the State Association or the National Association or any of their divisions, or subsidiaries, the debt shall not expire. If the resigning Member ever re-applies for Membership with the Association, the Member will be required to pay all outstanding monies before the Membership can be approved.

**Section 5.5. Duty to Participate in Ethics Complaints.** If a member resigns from the association or otherwise causes membership to terminate with an ethics complaint pending, the complaint shall 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 membership in all Boards to terminate before an ethics complaint is filed alleging unethical 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 ethic 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 (or to mediation if required by the association) continues in effect even after membership lapses or is terminated, provided that the dispute arose while the former member was a REALTOR®. (Amended 1/00 and 11/11)

**Section 5.6. Continuing Duty of Arbitration.** If a Member resigns or his/her Membership is terminated, the duty to submit to arbitration set forth in Article 17 of the Code of Ethics and the Arbitration Manual of the National Association, both as amended from time to time, shall continue in effect even after Membership lapses or is terminated, provided that the dispute arose while the former Member was a REALTOR® Member and regardless of whether or not the Member or the Board of Directors had notice of the dispute at the time of the resignation or termination.

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## **ARTICLE 6. ARBITRATION**

**Section 6.1. Responsibility of the Association.** The Association has the responsibility to abide by and enforce the Code of Ethics, the disciplining of Members, the arbitration of disputes, and the organization of all procedures incident thereto. These obligations shall be governed by the Code of Ethics and the Arbitration Manual.

**Section 6.2. Responsibility of the Members.** It shall be the duty and responsibility of every REALTOR® Member to abide by the REALTOR® Governing Forms.

**Section 6.3. Arbitration.** It shall be the responsibility of the Members who have a dispute with a board Member of another board or association which is a member of the State Association to submit said dispute to arbitration, in accordance with the procedures as set forth in the Code of Ethics and Arbitration Manual. Requests for arbitration must be filed within one hundred eighty (180) days after the facts constituting an arbitratable matter could have been known in the exercise of reasonable diligence. Dispute as used in this Article means a dispute as defined and for which arbitration is required in accordance with Article 17 of the Code of Ethics, as amended or renumbered.

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## **ARTICLE 7. USE OF TERMS REALTOR® AND REALTORS®**

**Section 7.1. Use of the terms REALTOR® and REALTORS®.** Use of the terms REALTOR® and REALTORS® by Members shall, at all times, be subject to the provisions of the National Association Constitution and Bylaws 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 the use of the terms within its jurisdiction. Any misuse of the terms by Members is a violation of a Membership and may subject Members to disciplinary action by the Board of Directors in accordance with Article 5.

**Section 7.2. General REALTOR® Member Privilege.** REALTOR® Members shall have the privilege of using the terms REALTOR® and REALTORS® in connection with their places of business within the state or a state contiguous thereto so long as they remain REALTOR® Members in good standing.

**Section 7.3. Firm, Partnership and Corporation Privilege.** 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 a Real Estate Profession within the state or a state contiguous thereto, are REALTOR® Members or Institute Affiliate Members of the Association.

- (a) If a real estate firm, partnership, or corporation's 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 a REALTOR® Membership with the Association. If a firm, partnership, or corporation operates additional places of business in which no principal, partner, corporate officer, or branch office manager holds a REALTOR® Membership, the term REALTOR® or REALTORS® may not be used with reference to those additional places of business.

**Section 7.4. Rights of other Members.** No class of Members, other than REALTOR® Members, shall have the privilege to use the terms REALTOR® or REALTORS®. Nor shall they have the privilege to imprint of the emblem seal of the NATIONAL ASSOCIATION OF REALTORS®.

**Section 7.5. Rights of the Association.** The Association recognizes the exclusive property rights of the National Association in the terms REALTOR® and REALTORS®. The Association shall discontinue use of the terms in any form in its name if it ever ceases 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.

**Section 7.6. Rights of the National Association.** Additionally, the Association and all REALTOR® Member agree that they shall always abide by the National Association's mandates, directions, rules and regulations concerning the terms REALTOR® and REALTORS® as they may change from time to time.

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## **ARTICLE 8. STATE AND NATIONAL MEMBERSHIPS/CODE OF ETHICS**

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**Section 8.1. Membership.** The Association shall be a member of the National Association and the State Association. By reason of the Association's membership, each REALTOR® Member shall be entitled to membership in the National Association and the State Association without further payment of dues, as set forth herein. The Association shall continue as a member of the National Association and the State Association, unless by a majority vote of all of its REALTOR® members, a decision is made to withdraw, in which case the National Association and/or the State Association or both shall be notified at least one month in advance of the date designated for the termination of such membership.

**Section 8.2. Enforcement of the Code of Ethics.** The responsibility of the Association 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, as amended from time to time, provided, however, that any provision deemed inconsistent with state law shall be deleted or amended to comply with state law. .

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## **ARTICLE 9. DUES AND ASSESSMENTS**

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**Section 9.1. The Fiscal Year.** The fiscal year of the association shall be January 1 to December 31 of each calendar year.

**Section 9.2. Annual Dues.** The annual dues of members shall be as follows:

(a) General REALTOR® Member. The annual dues of each General REALTOR® Member, except for Designated REALTOR® Members (as defined in Section 9.2(b)) and REALTOR® Emeriti REALTOR® Members (discussed in Section 9.2(h)), shall be as established annually by the Board of Directors.

(b) Designated 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 Designated REALTOR® member, and (2) are not REALTOR® members of any association in the state or a state contiguous thereto or Institute Affiliate

members of the Association. In calculating the dues payable to the Association 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® Member has paid dues based on said non-member licensees in another association in the state or a state contiguous thereto, provided the Designated REALTOR® Member notifies the Association in accordance with Section 4.2(b) (iv).

- (i) In the case where a Designated REALTOR® Member is 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® Member (as defined in (1) and (2) above) in the office where the Designated REALTOR® Member holds Membership, and any other offices of the firm located within the jurisdiction of this Association.

(c) Institute Affiliate Members. The annual dues of each Institute Affiliate member shall be as established in Article II of the National Association Constitution and Bylaws.

- (i) 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 (\$75). The National Association shall credit \$25 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 \$25 amount will be credited to the COB, unless the Institute Affiliate Member directs that the dues be distributed to the other association. The National Association shall also credit \$25 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.

(d) Affiliate Members. The annual dues for Affiliate Members shall be as established annually by the Board of Directors.

(e) Public Service Members. The annual dues for Public Service Members shall be as established annually by the Board of Directors.

(f) Honorary Members. The annual dues for Honorary Members shall be as established annually by the Board of Directors.

(g) Student Members. The annual dues for Student Members shall be as established annually by the Board of Directors.

(h) REALTOR® Emeriti REALTOR® Members. The dues of REALTOR® Members who are REALTOR® Emeriti (as recognized by the National Association), past presidents of the National Association or recipients of the Distinguished Service Award shall be as determined by the Board of Directors.

### **Section 9.3. Payment of Dues, Fees, Fines, Assessments, or Other Financial Obligations.**

Dues for all Members shall be payable annually in advance on the first day of January for each year. Dues for new Members shall be prorated from the day a new Member is notified of acceptance for the remainder of the fiscal year. The amount of all dues, fees, fines, assessments, or other financial obligations due to the Association shall be provided to Members in writing setting forth the amount owed and due date. For general annual Membership dues the full yearly amount shall be due on the first day of January for each year. For all other dues, fees, fines, assessments, or other financial obligations, the due date and the

amount due shall be as set forth in the written notice. All dues, fees, fines, assessments, or other financial obligations shall become delinquent if not paid within three (3) days of the due date.

**Section 9.4. Appraiser REALTOR® Member Dues.** 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 a Designated REALTOR® Member's firm, the dues obligation of the Designated REALTOR® Member will be increased to reflect the addition of a non-member licensee. Dues shall be prorated based on the fiscal year and shall be due within thirty (30) days of written notice.

**Section 9.5. Exempt REALTOR® Members.** A REALTOR® Member with a direct or indirect ownership interest in an entity engaged exclusively in soliciting and/or referring clients and customers to REALTOR® Members 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 their 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, renting, managing, counseling, or appraising real property. The individuals disclosed on such form shall not be included in the calculating of annual dues of the Designated REALTOR® Member's firm, partnership or corporation. The exemption from paying dues for these individuals shall automatically be revoked if the individual becomes engaged in Real Estate Professions, other than referrals.

**Section 9.6. Non-Payment of Dues.** If dues, fees, fines, or other assessments, including amounts owed to the Association or the Association's multiple listing service 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. All Members agree, by joining the Association that O.C.G.A. § 14-3-621 shall not apply to the Association or its Members for the purposes of expulsion, termination or suspension related to the failure to pay dues.

(a) 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.

(b) 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 REALTOR® Governing Forms may apply for reinstatement in accordance with Article 3, after making payment in full of all accounts due as of the date of termination of Membership.

**Section 9.7. Deposits and Expenditures.** Deposits and expenditures of funds shall be in accordance with policies established by the Board of Directors, from time to time.

**Section 9.8. Changes to the Due Payment or Structure.** The budget for the upcoming fiscal year shall be reviewed annually by the Board of Directors no later than the May meeting of the Board of Directors. The Board of Directors may approve an increase in dues not to exceed 10% of the current year's local portion of the dues. Any recommended changes in excess of said amount shall be voted on by the Membership at a general meeting and must pass by a majority vote of the Members in attendance to become effective. Said dues when established shall be set forth in Appendix "I" and distributed to all Members of the Association at least thirty (30) days prior to the beginning of the new fiscal year. This distribution shall constitute written notice of the amount of the annual dues as required by Section 9.3.

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## **ARTICLE 10. EXECUTIVE COMMITTEE, OFFICERS AND DIRECTORS**

**Section 10.1. Executive Committee.** The elected Officers, defined in Section 10.5, as a President, a President Elect, a Vice president of Administration and Finance, a Vice President of Member Services, a Vice President of Professional Development, and a Vice President of Government Relations and Immediate Past President shall constitute the makeup of the "Executive Committee".

(a) The Executive Committee shall perform the functions of the Board of Directors in the routine management of the affairs of the Association during intervals between meetings of the Board of Directors. All actions taken by the Executive Committee shall be reported at the next meeting of the Board of Directors.

(b) The Executive Committee shall specify the job requirements of the Chief Executive Officer, set hours of work, establish salary, and determine holidays and vacation schedules for the Chief Executive Officer.

(c) The Executive Committee shall, in the event a decision or action is required between meetings of the Board of Directors, be authorized to take action and make decisions as necessary to carry out the objectives and purposes of the Association as expressed in these Bylaws, including without limitation, action without a meeting and attendance by telephone (as defined in Section 12.4 and 12.5).

**Section 10.2. Board of Directors.** The governing body of the Association shall be the Board of Directors. The "Board of Directors" shall consist of the Executive Committee as well as seven (7) elected REALTOR® Members. The seven (7) REALTOR® Members serving on the Board of Directors, but not on the Executive Committee, shall be individually called a "Member Director" and collectively called "Member Directors". Collectively the Member Directors and the Executive Committee (or Officers) shall serve as the "Board of Directors".

(a) The Board of Directors elected shall take office on January 1 or prior to January 1 at the discretion of the outgoing Board of Directors.

(b) All corporate powers shall be vested in the Board of Directors and the Board of Directors shall carry out the policies adopted by the Association, and take any action upon a majority vote of Board of Directors present and voting at any regular or special meeting.

(c) The Board of Directors shall administer the finances of the Association and shall have authority to appropriate expenditures of the Association.

(d) The Board of Directors shall have full power to borrow money; to issue notes, bonds or certificates of indebtedness, as may be deemed necessary to carry out the objectives and purposes of the Association.

(e) The Board of Directors shall maintain the Policies and Procedures Manual. The Policies and Procedures Manual shall be published for use by all Members of the Association, shall be available at the Association office during normal business hours, and may be changed at the sole discretion of the Board of Directors. The Policies and Procedure Manual changes made by the Board of Directors shall be incorporated into the current Policies and Procedure Manual within one (1) week of the approval of the changes.

(f) The Board of Directors shall prescribe the method of election of Members to the Association in accordance with Article 3.

(g) The Board of Directors shall have the power to expel, terminate or suspend any Member in accordance with Article 5.

(h) The Board of Directors may employ and discharge, or may empower the President to employ and discharge, a Chief Executive Officer. The Board of Directors may employ legal counsel and a Certified Public Accountant and fix the terms of compensation for services rendered. No employee of the Association shall be a REALTOR® Member, or the current employee of a REALTOR® Member.

(i) The Board of Directors shall have full power in establishing the amount of bond to be furnished by the person or persons entrusted with the funds of the Association.

(j) The Board of Directors shall meet at least four (4) times each year. Special meetings of the Board of Directors may be called by the President or upon written request of 20% of the Board of Directors. Upon receipt of such written requests to the Association, the President shall notify each member of the Board of Directors, in writing, of such meeting in accordance with Section 14.1. Attendance at a regular or called meeting of the Board of Directors by a minimum of eight (8) members of the Board of Directors shall constitute a quorum, unless otherwise stated in these Bylaws.

(k) Each member of the Board of Directors shall have one vote and must cast it in person. No vote by proxy shall be valid. Motions shall be approved by the Board of Directors with a majority vote of those present.

**Section 10.3. Election of Officers and Member Directors.** The election of the Officers and the Member Directors to serve on the Board of Directors shall take place at the annual meeting. The elective year of the Association shall be January 1 to December 31 of each calendar year.

(a) At least ninety (90) Days before the annual election, a nominating committee of five (5) REALTOR® Members shall be appointed by the President with the majority approval of the Board of Directors. The nominating committee shall select one candidate for each Officer position and one candidate for each Member Director position. The report of the nominating committee shall be mailed or, electronically transmitted to each Member eligible to vote at least five (5) weeks preceding the election.

(b) Additional candidates interested in a position must submit their request by petition signed by at least 5% of the REALTOR® Members eligible to vote. The petition shall be filed with the Chief Executive Officer at least three (3) weeks before the election. The Chief Executive Officer shall send written notice, of such additional nominations to all Members eligible to vote at least ten (10) days before the election. Such additional candidates must meet all the necessary qualifications set forth in Section 10.4 to be considered.

(c) The President, with the majority approval of the Board of Directors, shall appoint an election committee of three (3) REALTOR® Members to conduct the election at the annual meeting.

(d) The election of Officers and Member Directors shall take place at the annual meeting. Election shall be by ballot in the event more than one candidate has been nominated for a single office, and all votes must be cast in person. If only one candidate has been nominated, voting may be by voice vote. All votes must be cast in person. The ballot shall contain the names of all candidates and the Officer position for which they are nominated.

(i) In case of a tie vote, the President shall allow a break in the meeting to allow the individuals tied for the office a chance to speak on their behalf. Each candidate shall be given two (2) minutes to address the Members present at the meeting. After all candidates have been given the opportunity to speak another vote will be taken. If a tie still exists, then all Members shall be allowed to communicate amongst themselves for ten (10) minutes and then another vote will be taken. If a tie still exists after such time, the tie will be broken by the existing (and not newly elected) Board of Directors.

#### **Section 10.4. Qualifications.**

(a) Member Directors. Member Directors may serve no more than six (6) successive years. After one year's absence as a Member Director, he/she may be eligible for re-election or re-appointment. Time served as an Officer will not be considered in this computation. Additionally:

(i) Candidates must be a REALTOR® Member in good standing and whose financial obligations are current with the Association.

- (ii) Candidates must have done one of the following items.
  - 1) Served on a workgroup/oversite group/committee of the Association any one (1) of the previous five (5) years.
  - 2) Chaired a workgroup/oversite group/committee of the Association any one (1) of the previous five (5) years.
  - 3) Successfully completed the Association Leadership Development Training.
  - 4) Served as an Officer or Member Director within the previous five (5) years (subject to the parameters listed in Section 10.4(a)).
  - 5) Served as an officer or director of another REALTOR® board within the previous five (5) years.
- (b) All Officers, except for President.
  - (i) Candidates must be a REALTOR® Member in good standing and whose financial obligations are current with the Association.
  - (ii) Candidates must have served as a Member Director of the Association one (1) of the previous five (5) years OR chaired a workgroup/oversite group/committee of the Association two (2) of the previous five (5) years
- (c) President.
  - (i) Candidates must be a REALTOR® Member in good standing and whose financial obligations are current with the Association.
  - (ii) Candidates must have served as an Officer of the Association one (1) of the previous five (5) years.
  - (iii) Candidates must have maintained, in good standing, REALTOR® Membership for the previous three (3) years.

**Section 10.5. Officer Duties.** The “Officers” shall be a President, a President Elect, a Vice President of Administration and Finance, a Vice President of Member Services, a Vice President of Professional Development, and a Vice President of Government Relations and Immediate Past President and all are members of the Executive Committee, as set forth herein above.

(a) “President” shall perform such duties as are usual to the office. He/she shall also serve as Chairman of the Board of Directors and the Executive Committee. The President, by virtue of his/her office, shall also be a two (2) year Director to the board of directors of the State Association. The first year of such service to the State Association shall begin with his/her term as President.

(b) “President Elect” shall in the absence of the President, or at any time when requested to do so by the President, discharge all of the duties of the President.

(c) “Vice President of Administration and Finance” shall in absence of the President and President-Elect, or any time when requested to do so by the President, shall discharge the duties of the President. He/She shall also serve as Chief Financial Officer and Secretary-Treasurer (all collectively referred to as “Vice president of Administration and Finance” of the Association and the Board of Directors). He/she shall cause to be issued, proper notice of all meetings of the Board of Directors of the Association

in accordance with Section 14.1. He/she shall cause to be kept full and accurate accounts of the receipts and disbursements of the funds of the Association and he/she shall cause to be deposited all monies to the credit of the Association in such depository as may be designated by the Board of Directors, or the President, and take proper vouchers for such disbursements. An annual audit shall be performed following each fiscal year by a CPA, approved by the Board of Directors. The results of this audit shall be presented by the CPA to the Board of Directors on or before the last day of October of each calendar year. He/she shall cause to be kept a detailed record of the Association's income and expenses, which is to be presented to the Executive Committee and the Board of Directors at their regularly scheduled meetings.

(d) "Vice President of Member Services" shall oversee the activities of the work groups/committees in the member services division of the Association.

(e) "Vice President of Professional Development" shall oversee the activities of the work groups/committees in the professional development division of the Association.

(f) "Vice President of Government Relations" shall oversee the activities of the work groups/committees in the governmental relations division of the Association.

(g) "Immediate Past President" shall assist the President and the President Elect and help them to uphold the terms of the office.

**Section 10.6. State Directors for the Association.** The number of State Directors for the Association is determined by the formula set by the State Association and the Membership count of the Association as of July 31 of the preceding year. The State Directors shall be elected to serve two (2) year staggered terms. Their duties and responsibilities will be as set forth the in governing documents of the State Association.

**Section 10.7. Chief Executive Officer.** There shall be a "Chief Executive Officer", hired by the Board of Directors, who shall be the chief administrative officer of the Association. The Chief Executive Officer shall have the authority to hire, supervise, evaluate and terminate other staff, if any, and shall perform such other duties as prescribed by the Board of Directors from time to time. It shall be the particular duty of the Chief Executive Officer to cause the records of the Board of Directors to be kept in a secure location within the Association offices. The Chief Executive Officer shall also take and record the minutes of all meetings and proceedings of the Association, including without limitation minutes at the meetings of the Board of Directors and all regular and special meetings that the Association shall have in accordance with these Bylaws. The Chief Executive Officer shall either take these minutes personally or shall cause a designated Association employee to take the same. The Chief Executive Officer shall also handle all necessary correspondence with the National Association and the State Association.

**Section 10.8. Removal of an Officer or Member Director.** Any Officer or Member Director may be removed from office under the following procedure:

(a) A petition for removal, setting forth the reason(s) the individual is deemed incapable of fulfilling the duties for which elected, signed by a majority of the members of the Executive Committee, shall be filed with the President, or if the President is the subject of the petition, with the Immediate Past President.

(b) Within ten (10) days after receipt of the petition, the Officer or Member Director who is the subject of the petition shall be provided with a copy of the petition and be given an opportunity to resign from office.

(c) In the event the Officer or Member Director does not resign, not less than twenty (20) days nor more than forty-five (45) days after receipt of the petition, a special meeting of the Executive Committee shall be held, and the sole business of the meeting shall be to consider the petition for removal.

(d) The special meeting shall be noticed to all Executive Committee members in accordance with Section 14.1, and shall be conducted by the President unless the President is the subject of the petition, in which case the Immediate Past President will conduct the meeting.

(e) Provided a quorum is present, a two-thirds vote of the Board of Directors present and voting shall be required to pass the vote for removal of the Member Director or Officer from office.

**Section 10.9. Automatic Resignation of an Officer or Member Director Due to Absence.** Absence from two (2) regular meetings of the Board of Directors during the Association's calendar year will constitute automatic resignation from the Board of Directors. The Executive Committee upon review may, by majority vote, reinstate such REALTOR® Member to the Board of Directors. Upon reinstatement, a subsequent absence in the same calendar year shall be construed as a resignation. Vacancies under this provision (not filled through reinstatement) shall be filled by a majority vote at the next meeting of the Board of Directors. Vacancies filled in this manner shall remain filled by the replacement REALTOR® Member until the next annual election, at which time the vacancy shall be filled in accordance with the election provisions of this Article.

**Section 10.10. Checks for the Association.** All checks written for \$500.00 or more drawn upon an account of the Association shall have two (2) authorized signatures which may be any one of the following Officers: President, President-Elect, or Vice President of Administration/Finance plus the Chief Executive Officer or the duly authorized assistant designated by a majority vote of the Board of Directors.

**Section 10.11. Majority.** As used in these Bylaws, the term "majority" shall mean those votes, or other group as the context may indicate totaling fifty percent (50%) plus one (1) more vote of the total number of eligible votes. Unless otherwise specifically stated, the words "majority vote" means fifty percent (50%) plus one (1) more vote of the total number of eligible votes. Except as otherwise specifically provided in these Bylaws, all decisions shall be by majority vote.

## **ARTICLE 11. MEETINGS OF MEMBERS**

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**Section 11.1. Annual Meetings.** The "Annual Member Meeting" of the Association shall be held during October each year, the date, place, and hour to be designated by the Board of Directors. No annual meeting of the Association shall be set on a legal holiday.

**Section 11.2. Special Meetings.** "Special Meetings" of the Board of Directors may be called by the President or upon written request of 20% of the Directors.

**Section 11.3. Member Meetings.** Meetings of the Members may be held at other times as the President or the Board of Directors may determine, or upon the written request of at least 5% of the Members eligible to vote ("Member Meetings").

**Section 11.4. Notice of Meetings.** It shall be the duty of the Vice president of Administration and Finance to deliver written notice to every Member entitled to participate in all meetings of the Members. Such notices shall be sent in accordance with Section 14.1.

**Section 11.5. Quorum.** A quorum for the transaction of business and the annual meeting shall be at least two (2) Officers and all of the Members present and eligible to vote.

**Section 11.6. Action Taken Without a Meeting.** In the Board of Director's discretion, any action that may be taken by Board of Directors at a meeting may be taken by written consent. Approval by written consent shall be valid only when the number of written consents setting forth the actions taken is received and equals or exceeds the requisite majority of the voting power required to pass such action if a meeting were held on the date that the last consent is executed, which date shall be deemed the record date for such consents. The action taken shall be effective when all the required Directors have approved the



consent unless the consent specifies a different effective date. Executed written consents shall be included in the minutes and shall be provided to the Chief Executive Officer to file with the Association's records.

**Section 11.7. Order of Business.** The President shall establish the agenda for, and preside at, and the Chief Executive Officer or any designated staff personnel for the Association shall keep the minutes of, all Membership meetings, Board of Director Meetings, Annual Membership Meetings and all Special Meetings (collectively "Association Meetings"). The Board of Directors may establish rules of conduct and the order of business for all Association Meetings. When not in conflict with these Bylaws, the Articles of Incorporation or meeting procedures adopted by the Board of Directors, Robert's Rule of Order (latest editions) shall govern all membership meetings. The President may order the removal of anyone attending a Membership Meeting or Annual Membership Meeting who, in the opinion of the President disrupts the conduct of business at such meeting.

**Section 11.8. Robert's Rules or Order.** Robert's 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 these Bylaws.

## **ARTICLE 12. COMMITTEES**

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**Section 12.1. Standing Committees.** The "Standing Committees" of the Cobb Association of REALTORS® are the following:

- (a) Budget and Finance Committee
- (b) Professional Development Committee
- (c) Membership Committee
- (d) RPAC Committee
- (e) Nominating Committee
- (f) Administrative and Operations Committee
- (g) Executive Committee
- (h) Other committees are identified in the Policies and Procedures Manual.

**Section 12.2. Special Committees.** The President shall appoint, subject to confirmation by the Board of Directors, any "Special Committees" as deemed necessary to complete tasks deemed necessary by the President or the Board of Directors. The Standing Committees and the Special Committees shall collectively be called "Committee(s)".

**Section 12.3. Organization.** The President shall appoint a Member to be in charge of each Committee and that Member shall be called the "Committee Chair(s)". Committee Chairs may appoint from within their committee additional subcommittees, adhoc committees, special groups and/or positions on the committee, all without the president's approval. All Committees shall be of such size and shall have duties, functions, and powers as the Board of Directors may assign except as otherwise provided in these Bylaws. Participation in Committee meetings via electronic means shall constitute participation for the purpose of voting and establishing a quorum. Except as otherwise specified in the Policies and Procedures Manual, actions of all Committees (except the Nominating Committee's recommendation of Officers and Directors) shall be subject to review by the Executive Committee prior to being reported to the Board of Directors. Actions of all Committees should be reported to the Board of Directors as originally submitted to the Executive Committee.

**Section 12.4. Action without Meeting.** Any Committee may act by unanimous consent in writing without a meeting. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more of the members of the committee, as needed to pass the action by majority vote.

**Section 12.5. Attendance by Telephone.** Members of a Committee may participate in any meeting through the use of a conference telephone or similar communications equipment as long as a quorum is present and as long as all persons participating in the meeting can hear each other. Such participation shall be at the discretion of the President and shall constitute presence at the meeting.

**Section 12.6. Executive Committee.** Shall be as set forth in Article 10.

**Section 12.7. Removal of Committee Chairs and/or Members.** Committee Chairs may remove any member of a Committee. The President may remove and replace any Committee Chair.

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## **ARTICLE 13. AMENDMENTS**

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**Section 13.1. Amendment of the Bylaws by Member Vote.** These Bylaws may be amended by a two-thirds vote of the Members present and qualified to vote at any meeting at which a quorum of Members is present, provided the substance of such proposed amendment or amendments shall be plainly stated in the call for the meeting. Notice of all meetings at which amendments are to be considered shall be sent to every Member eligible to vote in accordance with Section 14.1.

**Section 13.2. Automatic Amendment of the Bylaws.** When Bylaws amendments are mandated by National Association policy, these Bylaws may be automatically amended to reflect the mandate as of the effective date of the mandatory policy authorized by the National Association. The Association shall provide notice of that change in a regular or special membership communication. Amendments to these Bylaws affecting the admission or qualification of REALTOR® Members 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 as mandated by the board of directors of the National Association.

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## **ARTICLE 14. MISCELLANEOUS**

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### **Section 14.1. Notice.**

(a) **General Notice.** When written notice is required, not including notice of meetings, it shall be accomplished by email to the email address provided to the Association. If the party has not provided an email address, then the individual shall have been deemed to waive the right to notice unless they choose to come and pick up said written notice. All Members and applicants agree that notice under this provision shall be deemed fair and reasonable. Additionally, notice shall be deemed to be given to the Members and/or applicants, as applicable, provided it has been done in compliance with this Section, regardless of whether or not it was actually received.

(b) **Member Meeting Notice.** For each annual, regular, or special meeting of the Members, notice shall be emailed to the Members at least thirty (30) days but not more than sixty (60) days using the email address kept on record with the Association. Additionally, the meeting notice shall also be given utilizing at least one of the following methods, at the discretion of the Board of Directors: 1) the Association's online newsletter; 2) posted on the bulletin board at the Association's office (or other such similar location within the office of the Association); 3) Association's website; 4) by fax using the fax number kept in the official records of the Association; or 5) by U.S. Postal Service to the address kept in the official records of the Association. Notwithstanding the foregoing, if [O.C.G.A. § 14-3-705](#) is amended to allow for different notice methods or time frames, the Board of Directors may direct the Association to adjust the notice method in accordance with the amended [O.C.G.A. § 14-3-705](#), without the need for amending these Bylaws. Notice for all Member meetings shall include the place, date, and time of each meeting as well as a description of

the matter or matters for which the meeting is called. On the date of the adoption of these Bylaws, all Members agree that notice in accordance with this provision shall be deemed fair and reasonable. All Members who join the Association after the adoption date shall be deemed to agree that notice in accordance with this provision shall be deemed fair and reasonable. Additionally, notice shall be deemed to be given to the Members provided it has been done in compliance with this Section, regardless of whether or not it was actually received.

(c) **Board Meeting Notice.** In accordance with [O.C.G.A. § 14-3-822](#), regular meetings of the Board of Directors may be held without notice of the date, time, place, and purpose of the meeting. Special Meetings of the Board of Director must be preceded by at least two (2) days' notice to each director of the date, time, and place, but not the purpose, of the meeting. For the purposes of this subsection, email notice to the Board of Directors is deemed sufficient. Notice shall be deemed to be given to the each of the Board of Directors, provided it has been done in compliance with this Section, regardless of whether or not it was actually received. The notice time frames listed herein shall remain compliant with [O.C.G.A. § 14-3-822](#), as amended from time to time.

(d) **Committee Meeting Notice.** Regular meetings of Committees may be held without notice of the date, time, place, and purpose of the meeting. Special Meetings of Committees must be preceded by at least two days' notice to each Committee Member. For the purposes of this subsection, email notice to the Committee Members is deemed sufficient. Notice shall be deemed to be given to the each of the Committee Members, provided it has been done in compliance with this Section, regardless of whether or not it was actually received.

**Section 14.2. Construction of Number and Gender.** Words of any gender used herein shall be deemed to include the masculine, feminine and neuter, and words used in the singular shall include the plural and vice versa, all as the context hereof may reasonably require.

**Section 14.3. Severability.** If any Article, Section or Sub-section, or portion thereof, of these Bylaw is held to be illegal, invalid or unenforceable under present or future laws, such Article, Section or Sub-section shall be fully severable, and these Bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision or portion of any such Article, Section or Sub-section had never comprised a part of these Bylaws, and the remaining provisions of these Bylaws shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid or unenforceable Article, Section or Sub-section, there shall be added automatically, an Article, Section or Sub-section as similar in terms to such illegal, invalid or unenforceable Article, Section or Sub-section as may be possible and be legal, valid and enforceable.

**Section 14.4. Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

**Section 14.5. Conflicts.** The duties and powers of the Association shall be those set forth in the REALTOR® Governing Forms, specifically 1. The National Association Constitution and Bylaws; 2. The Arbitration Manual of the National Association; 3. The State Association Bylaws; 4. Bylaws of the Association; 5. Cobb Association of REALTORS® Policies and Procedures and in that order, shall prevail. All Members of the Association agree to this order of priority.

**Section 14.6. Insurance.** The Association shall purchase and maintain indemnification insurance on behalf of its employees, the Board of Directors and Executive Committee. Such insurance shall be approved by the Board of Directors.

(a) The Association may indemnify or obligate itself to indemnify an individual made a party to a proceeding because such individual is or was a Director or Officer against liability incurred in any proceeding if the Officer or Director acted in a manner believed by the Officer or Director in good faith to be in or not opposed to the best interests of the Association, and, in the case of any criminal proceeding, the

individual had no reasonable cause to believe the individual's conduct was unlawful. Insurance for such indemnification may be procured by the Association in amounts to be approved by the Board of Directors. Coverage for such indemnification shall be as approved by the Board of Directors and the insurance company.

**Section 14.7. Books and Records.**

(a) All Members of the Association shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the Member wishes to inspect and copy:

- (i) Its Articles of Incorporation and all amendments to them currently in effect;
- (ii) Its Bylaws and all amendments to them currently in effect; resolutions adopted by either its Members or Board of Directors;
- (iii) The minutes of all meetings of Members and records of all actions approved by the Members for the past three (3) years;
- (iv) All written communications to Members within the past three (3) years;
- (v) A list of the names of the current members of the Executive Committee and the Board of Directors; and
- (vi) Its most recent annual report delivered to the Georgia Secretary of State.

(b) The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

(c) Notwithstanding anything to the contrary, the Board of Directors may limit or preclude Member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other Members. Minutes for any Board of Directors meetings do not become effective and an official Association record until approved by the Board of Directors, as applicable, at a subsequent meeting and shall not be subject to inspection until such approval.

**ARTICLE 15. DISSOLUTION**

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**Section 15.1. Dissolution.** Upon the dissolution of this Association, the Board of Directors, after providing for the payment of all obligations, shall distribute any remaining assets to the State Association or, within its discretion, to any other non-profit tax exempt organization.