



## BYLAWS

*Amendments Approved/Adopted 10/28/98  
NAR Mandated Bylaws Amendments Approved by BOD 12/20/00  
NAR Requests for Amendments/approval 8/01  
NAR Requests for Amendments 1/02  
DMCAR Directors Approve Amendments Required by NAR 4/02  
NAR and Staff Review, Request for Amendments 6-8/04  
Amendments Approved by BOD 8/18/04 and NAR 9/04  
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NAR review 3/28/13; DMCAR BOD amendment approval 5/29/13; NAR approval 8/21/13.  
Approval by General Membership 12/13/13.  
2014 amendments approved by BOD 5/29/14; approved by membership 6/6/14; approved by NAR 7/21/14.  
2016 NAR Mandated Bylaws Amendments, 4/13/16.  
2017 NAR Mandated Bylaws Amendments Approved 7/26/17.  
2020 NAR Mandated Bylaws Amendments, 1/22/2020.  
2020 Amendment to Article XI, 7/22/2020.  
2022 NAR Mandated Bylaws Amendments, 12/13/2022.*

### **ARTICLE I - NAME**

Section 1. Name. The name of this organization shall be the “Denver Metropolitan Commercial Association of REALTORS<sup>®</sup>, Incorporated” hereinafter referred to as the “Association” unless otherwise noted. **[NOTE: SEE ARTICLE XVI.]**

Section 2. REALTORS<sup>®</sup>. Inclusion and retention of the Registered Collective Membership Mark REALTORS<sup>®</sup> in the name of the Association shall be governed by the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS<sup>®</sup> (NAR), as from time to time amended.

### **ARTICLE II - OBJECTIVES**

The objectives of the Association are:

Section 1. To unite those engaged in the recognized branches of the real estate profession dealing with commercial real estate for the purpose of exerting a beneficial influence upon the profession and related interests.

Section 2. 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<sup>®</sup>.

Section 3. To provide a unified medium for real estate owners and those engaged in the real estate profession dealing with commercial real estate, whereby their interests may be safeguarded and advanced.

Section 4. To further the interests of real property ownership.

Section 5. To unite those engaged in the real estate profession dealing with commercial real estate in this community with the COLORADO ASSOCIATION OF REALTORS<sup>®</sup> and the NATIONAL ASSOCIATION OF REALTORS<sup>®</sup>, thereby furthering their own objectives throughout the state and nation, and obtaining the benefits and privileges of membership therein.

Section 6. To designate, for the benefit of the public, those individuals within its jurisdiction authorized to use the terms REALTOR<sup>®</sup> and REALTORS<sup>®</sup> as licensed, prescribed and controlled by NATIONAL ASSOCIATION OF REALTORS<sup>®</sup>.



Section 7. To do any and everything necessary to promote the interest and to carry on the business of real estate, and to promote the general welfare of our city and state, and to procure, to distribute, and to preserve all necessary information thereto.

Section 8. To exercise each and all of the powers granted by the Colorado Revised Nonprofit Corporation Act.

### **ARTICLE III - JURISDICTION**

Section 1. The territorial jurisdiction of the Association as a Member of the NATIONAL ASSOCIATION OF REALTORS® is: Adams County, Arapahoe County, Denver County, Douglas County, Elbert County, and Jefferson County.

Section 2. Territorial jurisdiction is defined to mean: The right and duty to control the use of the term 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 such terms.

### **ARTICLE IV - MEMBERSHIP**

Section 1. There shall be 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, 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 Colorado (the "State") 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 (except as provided in the following paragraph) and each is required to hold REALTOR® Membership in an Association within the State or another state contiguous thereto, or another existing Association unless otherwise qualified for Institute Affiliate Membership as described in Section 1(b) of Article IV.

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

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

(4) 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. 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, a 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 officer manager acting on behalf of the firm's principal(s) and must meet all other qualifications for REALTOR® Membership established in Article V, Section 2 of the Bylaws.

(6) 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 NAR Constitution and Bylaws. Such individuals shall enjoy all of the rights, privileges and obligations of REALTOR® membership in (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 local Association, State Association and National Association.

(b) 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 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 under Section 1(a) of Article IV, subject to payment of applicable dues for such membership.

(c) Affiliate Members. Affiliate Members shall be commercial 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 commercial real estate, and are in sympathy with the objectives of the Association.

(d) Public Service/Property Owner Members. Public Service/Property Owner Members shall be individuals who are interested in the real estate profession as employees of or affiliated with educational public utility governmental or other similar organizations but are not engaged the real estate profession on their own account or in an association with an established real estate business.

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



(f) 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, are not engaged in the real estate profession on their own account or areas associated with an established real estate office.

(g) Life Members. Any individual who has been a Member of the Association for 25 years and who has attained the age of 65 may be elected a Life Member by the Board of Directors. In addition, Presidents of DMCAR shall become Life Members at the end of their term of service as President. Such a Member may be entitled to the use of the term "REALTOR®" as provided in Article VI and Article VIII. If any Member of the Association who has previously been a member of the Denver Board of REALTORS® shall apply for Life Membership in the Association, the Board of Directors shall apply such Member's length of membership in the Denver Board of REALTORS® against the 25 years membership requirement in the Association when considering such application for Life Membership.

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

### Section 1. Application.

(a) 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, accompanied by payment of application fees, if any, and dues prorated to the end of the year. The application form shall contain among the statements to be signed by the applicant: (a) that applicant agrees, as a condition of membership, to thoroughly familiarize himself/herself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, the Articles of Incorporation ("Articles"), Bylaws, Constitution and Rules and Regulations of the local Association, the Colorado Association of REALTORS® ("State Association"), and the NATIONAL ASSOCIATION OF REALTORS® ("National Association"), and if elected a member, will abide by the Constitutions, Bylaws, and Rules and Regulations of the local, State, and National Associations, 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 the 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, Constitutions, Articles, Rules and Regulations, and Code of Ethics referred to above.

### Section 2. Qualification.

(a) An applicant for REALTOR® Membership who is principal, partner, corporate officer, or branch office manager, of a real estate firm shall supply evidence satisfactory to the Association that he/she is actively engaged in the real estate profession, and holds a valid current real estate 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 in the State or a state contiguous thereto, agrees to complete a course of instruction covering the Bylaws and Rules and Regulations of the Association, the Bylaws of the State Association, and the Constitution, Articles, Bylaws, and Code of Ethics of the NATIONAL ASSOCIATION OF



REALTORS® and shall agree that, if elected to membership, he/she will abide by such Constitution, Bylaws, Rules and Regulations, and the Code of Ethics.

Note: Article IV, Section 2, of the NAR Bylaws prohibits Member Associations from knowingly granting REALTOR® membership to any applicant who has an unfulfilled sanction pending which was imposed by another Board or Association of REALTORS® for violation of the Code of Ethics.

(b) Individuals who are actively engaged in the real estate profession other than as principals, partners, corporate officers, or branch office managers, in order to qualify for REALTOR® Membership, shall at the time of application, maintain a valid current real estate license or be licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, shall be associated either as an employee or independent contractor with a Designated REALTOR® Member of the Association or a Designated REALTOR® Member of another Association, shall complete a course of instruction covering the Articles, Bylaws, and Rules and Regulations of the Association, the Bylaws of the State Association, and the Constitution and Bylaws and Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, and shall agree in writing that if elected to membership he/she will abide by the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, and by the Articles, Constitution, Bylaws, and Rules and Regulations of the local Association, State Association, and the National Association.

### Section 3. Election.

The procedure for election to membership shall be as follows:

(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 application fees. 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 within 270 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 and shall be non-refundable unless the Association's Board of Directors terminate 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 local Association services, and any application fee. The board of directors shall vote on the applicant's eligibility for membership. If the applicant receives a majority vote of the board of directors, he/she shall be declared elected to membership and shall be advised by written notice.

(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 or her behalf, to be represented by counsel, and to make such statements as he or she 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 Secretary. 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 Association 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 4. Status Changes.

(a) A REALTOR® who changes the conditions under which he/she holds membership shall be required to provide written notification of such a change to the Association within 30 days. A REALTOR® (non-principal) who becomes a principal in the firm with which he/she 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. The Board of Directors, at its discretion, may waive any qualification which the applicant has already fulfilled in accordance with the Association's Bylaws.

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 90 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.

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

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

#### Section 5. New Member Code of Ethics Orientation

Applicants for REALTOR® membership and provisional REALTOR® members 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 270 days of the date of application, or alternatively, the date that provisional membership is granted, will result in denial of the membership application or termination of provisional membership.



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

#### Section 6. Continuing REALTOR® Code of Ethics Training

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 hours and thirty minutes of instructional time. This requirement will be satisfied upon presentation of documentation that the member has completed a course of instruction conducted by this or another association, the State Association of REALTORS®, or the NATIONAL ASSOCIATION OF REALTORS®, 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.

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.

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

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

Section 2. Any REALTOR® Member of the Association may be reprimanded, fined, placed on probation, suspended, or expelled by the Board of Directors for a violation of these Bylaws and Association Rules and Regulations, after a hearing as provided in the Code of Ethics and Arbitration Manual of the National Association. Although Members other than REALTOR® Members 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 REALTOR® Members may, upon the recommendation by a hearing panel of the Professional Standards Committee of the Association, be subject to discipline as described above, for any conduct, which in the opinion of the Board of Directors, applied on a non-discriminatory 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 Association, the State Association, and the NATIONAL ASSOCIATION OF REALTORS®.

Section 3. 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 National 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 4. Resignations of Members shall become effective when received in writing by the Board of Directors, provided, however, that if any Member submitting the resignation is indebted to the Association for dues, fees, fines, or other assessments of the Association or any of its services,



departments, 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 5. 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 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. REALTOR® Members.

(a) REALTOR® Members, whether primary or secondary, in good standing are entitled to vote and hold elective office in the Association, and may use the terms REALTOR®. For purposes of this section, the term "good standing" means the member satisfies the "Obligations of REALTOR® Members", is current with all financial and disciplinary obligations to the association and MLS, has completed any new member requirements, and complies with NAR's trademark rules.

(b) If a REALTOR® Member is a sole proprietor in a firm, a partner in a partnership, or an officer in a corporation, and is suspended or expelled, the firm, partnership or corporation shall not use the terms REALTOR® or REALTORS® in connection with its business during the period of suspension, or until readmission to REALTOR® Membership, or unless connection with the firm, partnership or corporation is severed, or management control is relinquished, whichever may apply. The membership of all 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 admitted to membership in the Association. The foregoing is not intended to preclude a suspended or expelled Member from functioning as an employee or independent contractor, providing no management control is exercised. Further, the membership of REALTORS®, other than principals who are employed or affiliated as independent contractors with the disciplined Member, shall suspend or terminate during the





period of suspension of the disciplined Member or until readmission of the disciplined 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 in 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.

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

Section 7. Institute Affiliate Members. Institute Affiliate Members shall have rights and privileges and be subject to obligations prescribed by the Board of Directors consistent with the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS®.

Section 8. Affiliate Members. Affiliate Members shall have the rights and privileges and be subject to obligations prescribed by the Board of Directors.

Section 9. Public Service/Property Owner Members. Public Service/Property Owner Members shall have rights and privileges and be subject to obligations prescribed by the Board of Directors.

Section 10. Honorary Members. Honorary Membership shall confer only the right to attend meetings and participate in discussions.

Section 11. Student Members. Student Members shall have rights and privileges and be subject to obligations prescribed by the Board of Directors.

Section 12. Life Members. Life Members shall have rights and privileges and be subject to obligations prescribed by the Board of Directors.

Section 13. Certification by REALTOR®. "Designated" REALTOR® Members of the Association shall certify to the Association prior to the dues billing 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 non-member licensees in the REALTOR®'S office and if Designated REALTOR® dues have been paid to another Association based on said non-member licensees, the Designated REALTOR® shall identify to 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 these Bylaws. Designated REALTOR® Members shall also notify the Association of any additional individual(s) licensed or certified with the firm(s) within thirty (30) days of the date of the affiliation or severance of the individual.

Section 14. Harassment. Any member of the Association may be reprimanded, placed on probation, suspended or expelled for harassment of an Association employee or Association Officer or Director after an investigation in accordance with the procedures of the Association. As used in this Section, harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, intimidating or



offensive work environment. The decision of the appropriate disciplinary action to be taken shall be made by the investigatory team comprised of the President, and the President-Elect and/or the Vice President and one member of the Board of Directors selected by the highest ranking officer not named in the complaint, upon consultation with legal counsel for the Association. Disciplinary action may include any sanction authorized in the Association's Code of Ethics and Arbitration Manual. If the complaint names the President, President-Elect or Vice President, they may not participate in the proceedings and shall be replaced by the Immediate Past President or, alternatively, by another member of the Board of Directors selected by the highest ranking officer not named in the complaint.

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

Section 1. 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 of the NATIONAL ASSOCIATION OF REALTORS®, as amended from time to time, which is by this reference incorporated into these Bylaws and which shall be deemed to be the Code of Ethics and Arbitration Manual of the Association; provided, however, that any provision deemed inconsistent with State law shall be deleted or amended to comply with State laws.

Section 2. It shall be the duty and responsibility of every REALTOR® Member of this Association to safeguard and promote the standards, interests, and welfare of the association and the real estate profession, and to protect against conduct that may cause a lack of public confidence in the real estate profession or in REALTORS®. REALTOR® members also must abide by the governing documents and policies of the Association, the State Association, and the NATIONAL ASSOCIATION OF REALTORS®, as well as 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 in accordance with the procedures set forth in the Code of Ethics and Arbitration.

Every REALTOR® member shall maintain a high level of integrity and adhere to the Association's membership criteria. Any violent act or threat of violence to person or property, hateful conduct, or acts of moral turpitude impacting the public shall not be tolerated and may be cause for disciplinary action, up to and including termination of membership.

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

Section 1. Use of the terms REALTOR® and REALTORS® 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®, the use of said 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 2. REALTOR® Members of the Association shall have the privilege of using the terms REALTOR® and REALTORS® in connection with their places of business within the State 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 3. A REALTOR® Member who is a principal of a real estate firm, partnership, or corporation may use the terms REALTOR® and REALTORS® only if all the principals of such firm, partnership, or



corporation who are actively engaged in the real estate profession within the State or a state contiguous thereto are REALTOR® Members, or Institute Affiliate Members as described in Sect. 1(b) of Article IV.

(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 term REALTOR® or REALTORS® shall be limited to office locations in which a principal, partner, corporate officer, or branch office manager of the firm, partnership, or corporation holds REALTOR® membership. If a firm, partnership, or corporation operates additional places of business in which no principal, partner, corporate officer, or branch office manager holds REALTOR® membership, the term REALTOR® or REALTORS® may not be used in any reference to those additional places of business.

Section 4. Institute Affiliate Members shall not use the terms REALTOR® or REALTORS®, nor the imprint of the emblem seal of the NATIONAL ASSOCIATION OF REALTORS®.

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

Section 1. The Association shall be a Member of the NATIONAL ASSOCIATION OF REALTORS® and the Colorado Association of REALTORS®. By reason of the Association Membership, each REALTOR® Member of the Association shall be entitled to membership in the NATIONAL ASSOCIATION OF REALTORS® and the Colorado Association of REALTORS® without further payment of dues. The Association shall continue as a Member of the State and National Associations, unless by a majority vote of all of its REALTOR® Members, decision is made to withdraw, in which case the State and National Associations shall be notified at least one month in advance of the date designated for the termination of such membership.

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

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

#### **ARTICLE X - DUES AND ASSESSMENTS**

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

Section 2. Dues. The annual dues of Members shall be as follows:

(a) The dues for 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®, 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 Section 2(a)(1) and (2) of this Article shall not be included in the computation of dues if the Designated REALTOR® has paid dues based on said non-member licensees in another Association in the State or a state contiguous thereto, provided the Designated REALTOR® notifies the Association, in writing, of the identity of the Association to which dues have been remitted. In the case of a Designated REALTOR® Member in a firm, partnership, or corporation whose business activity is substantially all commercial, any assessments for non-member licensees shall be limited to licensees affiliated with the Designated REALTOR® (as defined in (1) and (2) of this paragraph) in the office where the Designated REALTOR® holds membership, and any other offices of the firm located within the jurisdiction of this Association.

For the purpose of this Section, a REALTOR® Member of a Member Association 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 officer, or branch office manager of a real estate firm, partnership, or corporation, is actively engaged in the real estate profession as defined in Article III, Section I, 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 2 (a) (1) 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.

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

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

Any person employed by or affiliated with a REALTOR® Member required to pay dues by the Association as provided in Section 2(a) above may petition the Board of Directors, by and through a principal, partner, corporate officer, or branch office manager of the real estate firm, partnership, or corporation in which such employee is employed, for an adjustment of such local portion of dues or an abatement of such local portion of dues, such employee shall assert, in good faith, that such person is not actively engaged in the real estate profession as defined by the NATIONAL



ASSOCIATION OF REALTORS®. Such petition shall be made, in writing, to the Board of Directors and shall describe such person's duties with the real estate firm, partnership or corporation and the reasons claimed by such person for such adjustment or abatement of such local portion of dues. In making its determination concerning the adjustment or abatement of such local portion of dues, the Board of Directors may, in its absolute discretion, consider whether such person's duties include purely clerical or research responsibilities, the extent to which such employee has contact with the firm's clients or customers, and whether such person's license is required by the firm as a condition for employment or affiliation. The Board of Directors shall consider all petitions received by it in a timely manner, but no later than four (4) weeks after such petition has been received by the Association and all determinations made by the Board of Directors shall be final and not subject to review or appeal.

(b) REALTOR® Members. The dues of REALTOR® Members other than the Designated REALTOR® shall be an amount determined annually by the Board of Directors.

(c) Institute Affiliate Members. The dues of Institute Affiliate Members shall be established in Article II of the Bylaws of the NATIONAL ASSOCIATION OF REALTORS®.

The Institutes, Societies, and Councils of the National Association shall be responsible for collecting and remitting dues to the National Association for Institute Affiliate members (\$105). The National Association shall credit \$35 to the account of a local association for each Institute Affiliate Member whose office address is within the assigned territorial jurisdiction of that association, provided, however, if the office location is also within the territorial jurisdiction of a Commercial Overlay Board (COB), the \$35 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 \$35 to the account of state associations for each Institute Affiliate member whose office address is located within the territorial jurisdiction of the state association. Local and state associations may not establish any additional entrance, initiation fees or dues for Institute Affiliate members, but may provide service packages to which Institute Affiliate members may voluntarily subscribe. (Amended 11/2013)

(d) Affiliate Members. The dues of Affiliate Members shall be in such amount as established annually by the Board of Directors.

(e) Public Service/Property Owner Members. The dues of each Public Service/Property Owner Member shall be in such amount as established annually by the Board of Directors.

(f) Honorary Members. Dues payable, if any, shall be at the discretion of the Board of Directors.

(g) Student Members. Dues payable, if any, shall be at the discretion of the Board of Directors.

(h) Life Members. Life Members shall be exempt from payment of local dues. With the consent of the Board of Directors, Life Members may elect to pay the amount of dues allocated to the National Association of REALTORS® and the Colorado Association of REALTORS® in order to retain the use of the term "REALTOR®".



Section 3. Dues Payable. Dues for all Members shall be payable on the date established by the Board of Directors with appropriate notice. Dues shall be computed from 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 dropped for non-payment of Association dues, and the individual remains with the Designated REALTOR®'s firm, the dues obligation of the Designated REALTOR® (as set forth in Article X, Section 2(a)) will be increased to reflect the addition of a non-member licensee. Dues shall be calculated from the first day of the current fiscal year and are payable within 30 days of the notice of termination.

Section 4. Non-Payment of Financial Obligations. If dues, fees, fines or other assessments including amounts owed to the Association or the Association's Commercial Information Exchange are not paid within one (a) month after the due date, membership of the non-paying Member may be terminated at the discretion of the Board of Directors. Three (3) months after the due date, memberships of the non-paying 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 non-payment 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 non-payment 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 5. Deposit. Deposits of funds shall be in accordance with policies established by the Board of Directors.

Section 6. Expenditures. Expenditures of funds shall be in accordance with policies established by the Board of Directors.

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

Section 8. The dues of REALTOR® Members who are REALTOR® Emeriti (as recognized by the National Association), Past Presidents and Past Treasurers of the National Association, or recipients of the Distinguished Service Award, shall be as determined by the Board of Directors.

A Member Board's dues obligation to the National Association is reduced by an amount equal to the amount which the association is assessed for a REALTOR® member, times the number of REALTOR® Emeriti (as recognized by the National Association), past presidents and past treasurers of the National Association, and recipients of the Distinguished Service Award of the National Association who are REALTOR® members of the association. The dues obligation of such individuals to the local association should be reduced to reflect the reduction in the association's dues obligation to the National Association. The association may, at its option, choose to have no dues requirement for such individuals except as may be required to meet the association's obligation to the State Association with respect to such individuals. Member Boards should determine whether the dues payable by the association to the State Association are reduced with respect to such individuals. It



should be noted that this does not affect a “designated” REALTOR®’s dues obligation to the association with respect to those licensees employed by or affiliated with the “designated” REALTOR® who are not members of the local association. (Amended 11/2013)

Section 9. The dues of REALTOR® Members who are Past Presidents of the Association shall be as determined by the Board of Directors.

#### **ARTICLE XI - OFFICERS AND DIRECTORS**

Section 1. Officers. The elected Officers of the Association shall be: President, President-Elect, Secretary, and Treasurer. They shall be elected for terms of one year. There shall be a Chief Executive Officer whose duties are further described in Section 2 below. Only DMCAR or DMCAB members are eligible to serve in an Officer position. They shall be elected for terms of one year, or as determined by the Directors.

Section 2. Duties of the Officers.

(a) The President shall be the President of the Corporation and shall preside at its meetings and those of the Board of Directors. He or she shall carry out and perform the duties set forth in these Bylaws and all other duties usual to such office.

(b) The President-Elect shall perform the duties of the President in the event of his or her absence or disability; and, in addition, shall perform such other duties as may be enjoined upon him or her by the Board of Directors. In the absence of unforeseen circumstances, he or she shall succeed to the Presidency.

(c) Chief Executive Officer. There shall be a Chief Executive Officer, appointed 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. In addition, the Chief Executive Officer shall supervise the collection and depositing of all monies due the Corporation, and shall supervise the maintenance of all membership records and accounts of all fees, dues and fines, and shall perform such other duties as prescribed by the Board of Directors.

(d) The Corporate Secretary may certify official documents on behalf of the Corporation and shall maintain the corporate records at the direction of the President and Chief Executive Officer. He or she shall perform such other duties as may be assigned by the Board of Directors.

(e) The Secretary and Treasurer may be the same person.

(f) The Treasurer shall oversee the budget of the Corporation, the collections, deposits and disbursement of funds and the investments of the Corporation. Upon expiration of the Treasurer’s term, all property and records of the Corporation entrusted to the Treasurer shall be delivered to his or her successor.

(g) The Board of Directors may require that any officer or employee be bonded for the faithful performance of his or her duties, in such amount as the Directors may determine.

Section 3. Board of Directors. The governing body of the Association shall be a Board of Directors consisting of five (5) REALTOR® Members, one (1) Affiliate Member, one (1) representative each from up to two commercial real estate or industry-related organizations. The Board of Directors may



also appoint up to seven representatives from commercial real estate brokerage firms or affiliated businesses to serve on the Board. The Board of Directors may appoint up to five representatives from the membership of the Denver Metro Commercial Association of (DMCAB) to serve on the Board. The terms of the representatives from the two commercial real estate organizations or industry-related organizations shall be for one year, and any representatives appointed by the President and Board of Directors, shall be for three-years except in the first year after the amendment is made, one-third of the appointed Directors shall be appointed for terms of one (1), two (2), and three (3) years, respectively, or for lesser terms as may be necessary to complete the first fiscal year. From this body, the Officers will be elected by the Board of Directors. Thereafter, as many Directors shall be appointed each year as are required to fill vacancies.

*Illustration of BOD Composition:*

<i>DMCAR Five Directors- 5 appointed</i>	<i>5</i>
<i>DMCAR Affiliate appointed- 1 appointed</i>	<i>1</i>
<i>DMCAB Five Director Liaisons- 5 appointed</i>	<i>5</i>
<i>At Large Directors appointed- 7 appointed</i>	<i>7</i>
<i>Commercial Real Estate Organizations- 2 appointed</i>	<i>2</i> <u>total of 20</u>

The initial Board of Directors shall number four (4) and shall serve a term from August 1, 1994 through September 30, 1994. On October 1, 1994, a transitional Board of Directors numbering fifteen (15) shall be appointed to serve from October 1, 1994 through September 30, 1995.

All Directors are eligible to vote.

The Immediate Past President of the Association shall serve for a one-year term.

Directors shall be appointed to serve for terms of three (3) years,

Section 4. Term Limits. No Director shall serve for more than one three-year term.

Section 5. The Officers of the Corporation shall form the Executive Committee, who may meet monthly or as often as necessary to prepare the agenda for the Board of Directors' meetings. The Executive Committee shall have the authority to act on behalf of the Board of Directors when time is of the essence.

Section 6. Appointment and Tenure of Directors.

At the July meeting of the Board of Directors, the number of Directors equal to the number whose terms expires at the end of the term shall be appointed by the Board of Directors to hold office for a three-year period. Each Director so elected shall hold office until such Director's term expires and thereafter until such Director's successor shall have been elected and qualified, or until such Director's earlier death, resignation or removal.

(a) Nominating Committee.

No later than March 1, the President, with the approval of the Board of Directors, shall appoint a Nominating Committee of no less than three (3) Members. The composition of the Nominating Committee shall be one REALTOR® Member and at least two (2) members of the Board of Directors whose terms do not expire. The Nominating Committee will ensure that large and small firms are represented on the DMCAR Board of Directors.





Section 7. Officer Election.

The President shall appoint an Officer Nominating Committee (“ONC”) to select candidates for elective and appointive offices of the Association, including the allocated CAR Directors representing the Association. The ONC shall consist of the President, President-Elect, and four Directors for the ensuing year, The Chair of the ONC shall present the slate of the ONC’s nominees for elective and appointive offices to the Board of Directors for approval at least seven (7) days before the August Board of Directors' meeting.

Directors for the current year shall elect and appoint Officers for the ensuing year at their regularly scheduled Board meeting in August. At this meeting, additional nominations may be submitted by any Member of the Directorate present at such meeting provided that any additional nominations shall be accompanied by the written consent of the nominee.

Section 8. Vacancies. Vacancies among the Officers and the Board of Directors shall be filled by a simple majority vote of the Board of Directors.

Section 9. Removal of Officers and Directors. In the event that an Officer or Director is deemed to be incapable of fulfilling the duties for which elected, but will not resign from office voluntarily, the Officer or Director may be removed from office under the following procedure.

(a) A petition requiring the removal of an Officer or Director and signed by not less than one-third (1/3) of the voting membership or a majority of all Directors shall be filed with the President, or if the President is the subject of the petition, with the next-ranking Officer, and shall specifically set forth the reasons the individual is deemed to be disqualified from further service.

(b) Upon receipt of the petition, and not less than twenty (20) days or more than forty-five (45) days thereafter, a special meeting of the voting membership of the Association shall be held, and the sole business of the meeting shall be to consider the charge against the Officer or Director, and to render a decision on such petition.

(c) The special meeting shall be noticed to all voting Members at least ten (10) days prior to the meeting, and shall be conducted by the President of the Association, unless the President’s continued service in office is being considered at the meeting. In such case, the next-ranking Officer will conduct the meeting of the hearing by the Members. A three-fourths (3/4) vote of Members present and voting shall be required for removal from office.

## **ARTICLE XII - MEETINGS**

Section 1. Annual Meetings. The annual meeting of the Association shall be held at a date, place, and hour to be designated by the Board of Directors.

Section 2. Meetings of Directors, Attendance by Telephone, Written Proxy, Waiver of Notice, and Absences. The Board of Directors shall designate a regular time and place of meetings.

(a) Waiver. The presence of any Director at a meeting shall constitute waiver of notice of such meeting except as otherwise provided by law. Unless specifically required by law, the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.



(b) Attendance by Telephone. Meetings may be held within or without of the State of Colorado at such time and place as the notice or waiver thereof, if any, may specify. Any Director (or any member of any committee designated by the Board) may be permitted by the Board of Directors to participate in any regular or special meeting of the Board of Directors or a committee thereof through the use of any means of communication by which all the Directors participating in the meeting can hear each other during the meeting. An individual participating in a meeting in this manner is deemed to be present in person at the meeting.

(c) Written Proxy. As provided in C.R.S. § 7-128-205(4), for purposes of casting a vote for or against a particular proposal, a Director may be deemed to be present and to vote if a Director grants a signed, written proxy to another Director. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy.

(d) Waiver of Notice. Any Officer or Director may waive, in writing, any notice of a meeting required to be given by law or these Bylaws, either before or after the time of such meeting. Participation by an Officer or Director in a meeting shall constitute a waiver by such Officer or Director of the notice requirement.

(e) Any Member of the Board of Directors who shall have absences for two (2) consecutive, or three (3) regularly-called meetings of the Board of Directors per calendar year, may be retired from the Board of Directors by a vote of three-fourths (3/4) of the Directors attending a duly-constituted meeting.

Section 3. Other Meetings. Meetings of the Members may be held at other times as the President or the Board of Directors may determine, or upon the written request of at least twenty-five percent (25%) of the Members eligible to vote.

Section 4. Notice of Meetings. Written notice shall be given to every Member entitled to participate in the meeting at least one (1) week preceding the meeting. If a special meeting is called, it shall be accompanied by a statement of the purpose of the meeting.

Section 5. Quorum. A quorum for the transaction of business at all meetings shall consist of those REALTOR® Members present at a duly-called meeting who are eligible to vote, except as otherwise provided in these Bylaws.

Section 6. Action Without a Meeting. *[NOTE AGAIN: ELECTRONIC MEETINGS ARE NOT PERMITTED.]* Any action required to be taken at a meeting of the Board of Directors or any committee thereof or any action which may be taken at any such meeting, may be taken without a meeting pursuant to C.R.S. § 7-128-202, if each and every member of the Board of Directors or the committee in writing votes for, votes against or abstains from voting on such action and the affirmative vote for such action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors or members of a committee then in office were present and voted. (Action is effective when the last Director signs the consent, unless the consent specifies a different effective date.)

Section 7. Loans. No loans shall be made by the Association to its Directors or Officers.

## ARTICLE XIII - COMMITTEES



Section 1. Standing Committees. The President shall appoint from among the REALTOR® Members, subject to confirmation by the Board of Directors, the following standing committees.

Professional Standards  
Grievance

Section 2. Special Committees. The President shall appoint, subject to confirmation by the Board of Directors, special committees and task force work groups as deemed necessary.

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

Section 4. President. The President shall be an ex-officio member of all standing committees, and shall be notified of their meetings.

#### **ARTICLE XIV - FISCAL AND ELECTIVE YEAR**

Section 1. The fiscal and elective year of the Association shall be October 1 through September 30.

#### **ARTICLE XV - RULES OF ORDER**

Section 1. 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 XVI**

##### **INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

Section 1. Definitions. For purposes of this Article, the following terms shall have the meanings set forth below:

(a) "Association" means the Association and, in addition to the resulting or surviving corporation, any domestic or foreign entity that is a predecessor of a corporation by reason of a merger, consolidation or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Director" means an individual who is or was a Director of the Association, and an individual who, while such a Director of the Association, is or was serving at the Association's request as a Director, Officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or other entity or employee benefit plan. A Director shall be considered to be serving an employee benefit plan at the Association's request if his or her duties to the Association also impose duties on, or otherwise involve services by, the Director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context otherwise requires, the estate or personal representative of a Director.

(c) "Expenses" means the actual and reasonable expenses, including counsel's fees, incurred by a party in connection with a proceeding.

(d) "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private foundation or an employee benefit plan) or reasonable expenses.



(e) "Official capacity", when used with respect to a Director of the Association, means the office of Director in the Association and, when used with respect to a person in a capacity other than as a Director (even if such person is also a Director), means the office in the Association held by the Officer or the employment, fiduciary, or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the Association in the performance of his or her duties in his or her capacity as such Officer, employee, fiduciary, or agent. "Official capacity" does not include service for any other foreign or domestic corporation or for any other entity or employee benefit plan when acting directly on behalf of such other corporation, entity or employee benefit plan as a Director, Officer, employee, fiduciary or agent thereof.

(f) "Party" means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a Director, Officer, employee or fiduciary of the Association, and any person who, while a Director, Officer, employee or fiduciary of the Association, is or was serving at the request of the Association as a Director, Officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any other entity or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the Association's request if such party's duties to the Association also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan. "Party" includes, unless the context otherwise requires, the estate or personal representative of such party.

(g) "Proceeding" means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitrative or investigative (including an action by or in the right of the Association) and whether formal or informal.

## Section 2. Right to Indemnification.

(a) Standards of Conduct. Except as provided in Section 2.(d) below, the Association shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if (a) such party conducted himself or herself in good faith, (b) such party reasonably believed (i) in the case of a Director acting in his or her official capacity, that his or her conduct was in the Association's best interests, or (ii) in all other cases, that such party's conduct was at least not opposed to the Association's best interests, and (c) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 2, any party acting in his or her official capacity who is also a Director of the Association shall be held to the standard of conduct set forth in Section 2.(a)(b)(i), even if such party is sued solely in a capacity other than as such Director.

(b) Employee Benefit Plan. A party's conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of Section 2.(a)(b)(ii). A party's conduct with respect to an employee benefit plan for a purpose that such party did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 2.(a)(a).

(c) Settlement. The termination of any proceeding by judgment, order, settlement or



conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the party did not meet the applicable standard of conduct set forth in Section 2.(a).

(d) Indemnification Prohibited. Except as hereinafter set forth in Section 2(e), the Association may not indemnify a party under this Section 2. either in connection with (a) any proceeding by or in the right of the Association in which the party is or has been adjudged liable to the Association, or (b) any proceeding charging that the party derived an improper personal benefit, whether or not involving action in the party's official capacity, in which proceeding the party is adjudged liable on the basis that he or she derived an improper personal benefit (even if the Association was not thereby damaged).

(e) Court-Ordered Indemnification. Notwithstanding the foregoing, the Association shall indemnify any party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances described in clauses (a) and (b) of Section 2.(d) or whether or not the party met the applicable standard of conduct set forth in Section 2.(a), and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Revised Nonprofit Corporation Act.

(f) Claims by or in the Right of Association. Indemnification permitted under this Section 2. in connection with a proceeding by or in the right of the Association shall be limited to reasonable expenses incurred in connection with the proceeding. If the Association indemnifies or advances expenses to a party under this Article in connection with a proceeding by or in the right of the Association, the Association shall give written notice of such indemnification or advance to the voting members, if any, with or before the notice of the next members' meeting. If the next member action is taken without a meeting at the instigation of the Board of Directors, such notice shall be given to the voting members at or before the time the first member signs a writing consenting to such action.

(g) Combined Proceedings. If any claim made by or in the right of the Association against a party is joined with any other claim against such party in a single proceeding, the claim by or in the right of the Association (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.

Section 3. Prior Authorization Required. Any indemnification under Section 2. (unless ordered by a court) shall be made by the Association only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Section 2.(a) and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the Board of Directors by a three-quarters (3/4) vote of a quorum of such Board, which quorum shall consist of all Directors not parties to the subject proceeding, or by such other person or body as permitted by law.

Section 4. Success on Merits or Otherwise. Notwithstanding any other provision of this Article, the Association shall indemnify a party to the extent such party has been wholly successful, on the merits or otherwise, including without limitation, dismissal without prejudice or settlement without



admission of liability, in defense of any proceeding, against reasonable expenses incurred by such party in connection therewith.

Section 5. Advancement of Expenses. The Association shall pay for or reimburse the reasonable expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (1) the party furnishes the Association a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in Section 2.(a); (2) the party furnishes the Association a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (3) authorization of a payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article have been made in the manner provided in Section 3. The undertaking required by clause (2) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

Section 6. Payment Procedures. The Association shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 4 and by the written affirmation and undertaking to repay as required by Section 5. in the case of indemnification under such section. If no disposition of such claim is made within ninety (90) days after written request for indemnification is made, the claimant may apply by way of civil action in any court of competent jurisdiction for an adjudication as to the validity and extent of the claim. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Association.

Section 7. Insurance. By action of the Board of Directors, notwithstanding any interest of the Directors in such action, the Association may purchase and maintain insurance in such amounts as the Board of Directors deems appropriate to protect itself and any person who is or was a Director, Officer, employee, fiduciary or agent of the Association, or who, while a Director, Officer, employee, fiduciary or agent of the Association, is or was serving at the request of the Association as a Director, Officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any other entity or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under applicable provisions of law or this Article. Any such insurance may be procured from any insurance company designated by the Board of Directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the Association has an equity or any other interest, through stock ownership or otherwise. The Association may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

Section 8. Right to Impose Conditions to Indemnification. The Association shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Board of Directors in each specific case and circumstances, including but not limited to any one or more of the following: (1) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Association; (2) that the Association shall have the right, at its option, to assume and control the defense or settlement of any



claim or proceeding made, initiated or threatened against the party to be indemnified; and (3) that the Association shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Association.

Section 9. Other Rights and Remedies. The indemnification provided by this Article shall be in addition to other rights to indemnification which a party may have or hereafter acquire by virtue of applicable statute.

Section 10. Applicability; Effect. The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a Director, Officer, employee, fiduciary or agent of the Association or, at the request of the Association, was serving as and has since ceased to be a Director, Officer, partner, trustee, employee, fiduciary or agent of any other domestic or foreign corporation, or of any other entity or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Association to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Association and each party covered hereby.

Section 11. Indemnification of Agents. The Association shall have the right, but shall not be obligated, to indemnify any agent of the Association who is not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 3.

Section 12. Savings Clause; Limitation. If this Article or any paragraph or provision hereof shall be invalidated by any court on any ground, then the Association shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated.

## **ARTICLE XVII**

### **EMERGENCY POWERS AND BYLAWS**

An "emergency" exists for the purposes of this section if a quorum of the Directors cannot readily be obtained because of some catastrophic event. In the event of an emergency, the Board of Directors may: (i) modify lines of succession to accommodate the incapacity of any Director, Officer, employee or agent; and (ii) relocate the principal office, designate alternative principal offices or regional offices, or authorize Officers to do so. During an emergency, notice of a meeting of the Board of Directors, if normally required, only needs to be given to those Directors whom it is practicable to reach and may be given in any practicable manner including by publication or radio. One or more Officers of the Association present at a meeting of the Board of Directors may be deemed Directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum. Corporate action taken in good faith during an emergency binds the Association and may not be the basis for imposing liability on any Director, Officer, employee or agent of the corporation on the ground that the action was not authorized. The Board of Directors may also adopt emergency bylaws, which may include provisions necessary for managing the Association



during the emergency including: (i) procedures for calling a meeting of the Board of Directors; (ii) quorum requirements for the meeting; and (iii) designation of additional or substitute Directors. The emergency bylaws shall remain in effect during the emergency and not be in effect after the emergency ends.

#### **ARTICLE XVIII - AMENDMENTS**

Section 1. These Bylaws may be amended by the majority vote of the Members present and qualified to vote at any meeting, provided the substance of such proposed amendment or amendments shall be plainly stated in the call for the meeting. When Bylaws amendments are mandated by NAR 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 of REALTORS®. The Association shall provide notice that change in a regular or special membership communication.

Section 2. Notice of all meetings at which amendments are to be considered shall be distributed to every member eligible to vote at least one (1) week prior to the meeting using the means of distribution authorized by the Directorate.

Section 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 XIX - DISSOLUTION**

Section 1. Upon the dissolution of this Association, the Board of Directors, after providing for the payment of all obligations, shall distribute remaining assets within its discretion, to any non-profit tax exempt organization.

#### **ARTICLE XX - COMMERCIAL INFORMATION EXCHANGE**

Section 1. Authority. The Association shall maintain, for the use of its Members, a Commercial Information Exchange.