

New Name Here REALTORS®

## BYLAWS

**Adopted To Be Determined**

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**BYLAWS OF THE  
To Be Determined  
(Adopted)**

## ARTICLE I – NAME

**Section 1. Name. Section 1. Name.** The name of this organization shall be the TO BE DETERMINED, (hereinafter referred to as the “AOR”).

**Section 2. REALTOR® Membership Mark in Name of Association.** Inclusion and retention of the registered collective membership mark "REALTORS®" in the name of the AOR shall be governed by the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS® (hereinafter "NAR") as from time to time amended.

## ARTICLE II – OBJECTIVES

**Section 1. Objectives.** The objectives of the AOR are:

- a) To unite those engaged in the recognized branches of the real estate profession for the purpose of exerting a beneficial influence upon the profession and related interests. The "recognized branches of the real estate profession" include buying, selling, exchanging, renting or leasing, managing, appraising for others for compensation, financing, building, developing or subdividing real estate.
- b) To promote and maintain high standards of conduct in the real estate profession as expressed in the Code of Ethics of NAR (hereinafter “Code of Ethics”).
- c) To provide a unified medium for real estate owners and those engaged in the real estate profession whereby their interests may be safeguarded and advanced.
- d) To further the interests of home and other real property ownership.
- e) To unite those engaged in the real estate profession in this community with the CALIFORNIA ASSOCIATION OF REALTORS® (hereinafter "C.A.R.") and NAR thereby furthering their own objectives throughout the state and nation and obtaining the benefits and privileges of membership therein.
- f) To designate, for the benefit of the public, those individuals within the State of California authorized to use the terms REALTOR® and REALTORS® as licensed, prescribed, and controlled by NAR.

## ARTICLE III - NATIONAL AND STATE MEMBERSHIPS

**Section 1. Association Membership in NAR and C.A.R.** The AOR shall be a member of NAR and C.A.R. as defined in the governing documents of NAR and C.A.R. By reason of the AOR’s membership in NAR and C.A.R., each REALTOR® member of the CSMAR shall be entitled to membership in NAR and C.A.R. without further payment of dues. The AOR shall continue as a member of NAR and C.A.R., unless by a majority vote of all of its REALTOR® members the decision is made to withdraw, in which case NAR and C.A.R. shall be notified in writing at least one month in advance of the date designated for the termination of the AOR’s membership.

**Section 2. Ownership and Use of REALTOR® Membership Marks.** The AOR recognizes the exclusive property rights of NAR in the terms REALTOR® and REALTORS®. The AOR may use the terms while it is a member in good standing of NAR. The AOR shall discontinue use of the terms in any form in its name, upon ceasing to be a member of NAR, or upon a determination by the Board of Directors of NAR that it has violated the conditions imposed upon use of the terms.

**Section 3. Adoption & Enforcement of NAR Code of Ethics; Compliance with NAR & C.A.R. Governing Documents & Policies.** The AOR adopts the NAR Code of Ethics and

agrees to enforce the Code of Ethics among its REALTOR® members. The AOR and all of its members agree to abide by the Constitution, Bylaws, Rules and Regulations, Code of Ethics, and policies of NAR and C.A.R.

**Section 4. Other Association Rules, Regulations & Policies.** The AOR may adopt any Rules and Regulations or policies not inconsistent with the Constitution, Bylaws, Rules and Regulations, Code of Ethics, and policies of NAR and C.A.R. and these Bylaws. Any inconsistencies between AOR's Rules and Regulations or policies and the Bylaws of the AOR (hereinafter "Bylaws") shall be controlled by the Bylaws.

## ARTICLE IV – JURISDICTION

**Section 1. Description of Jurisdiction.** The territorial jurisdiction of the AOR as a member of NAR is: **CSMAR:** NORTHERN BOUNDARY LINE: Beginning at the intersection of the Rancho El Conejo grant line with the westerly line of Section 19 T2N R19W; thence southeasterly along said grant line 12, 960 feet more or less to a point which lies northwesterly along said grant line 3,250 feet from the northwesterly line of Moorpark Road 60 feet wide; thence north 56° 58' 43" east 782.32 feet; thence north 66° 13' 05" east 644.75 feet; thence south 89° 45' 25" east 2,403.32 feet to a point in the westerly line of Section 22, Township 2 north, Range 19 west of said Rancho Simi, to a point in said line 1,214.30 feet northerly of the northwesterly line of Moorpark Road as described in the deed recorded in Book 67, Page 134 of Deeds; thence northerly along said westerly line of Section 22 to its point of intersection with the northerly line of that certain 40 foot road described in the deed to Ventura County recorded in Book 71, Page 270 of Deeds; thence northwesterly along the northerly line of said 40 foot road to its point of intersection with the easterly line of Moorpark Road; thence northerly and northeasterly along said easterly line of its intersection with the westerly line of said Section 22; thence easterly 2,640 feet along the southerly line of Moorpark Road 60 feet wide; thence north 60 feet to a point in the northerly line of Moorpark Road at the intersection of the northerly prolongation of the 11th course of the formation of the City of Thousand Oaks as filed with the Secretary of State of the state of California, October 7, 1964, said 11th course reciting "North 630 feet to the south line of Moorpark Road, 670 feet wide"; thence east 1,422.02 feet more or less along said northerly line of Moorpark Road to the intersection of the westerly line of Moorpark Road; thence North 8° 08' west 24 feet along said westerly line; thence easterly parallel to the northerly line of Section 22, Township 2 north, Range 19 west to a point in the easterly line of said Moorpark Road which bears north 8° 08' west 24 feet from the northerly line of Read Road 60 feet wide; thence south 8° 08' east 24.00 feet along said easterly line of Moorpark Road to said northerly line of Read Road; thence east 3,828 feet along the northerly line of said Read Road to a point in the westerly line of the southeast 1/4 of Section 14, T2N, R19W, Rancho Simi; thence south 0° 01', 20" east 30 feet along the westerly line of said southeast 1/4 of Section 14 to a point in the centerline of said Read Road, said point being the southwest corner of the southeast 1/4 of said Section 14; thence east 4,620 feet along the northerly line of Section 24 of T2N, the northerly line of Section 24 of T2N, R19W, to a point in the easterly line of Tract "F" of Rancho Simi as shown on the Map recorded in Book 3, Page 7 Miscellaneous Records, said point also being in the northerly line of Section 24, Township 2 North, Range 19 west, Rancho Simi; thence south 74° 12' 50" east 27.70 feet along the 6th course in the Quitclaim Deed to Thousand Oaks limited, recorded in said Book 2590, Page 233, Official Records, to the northerly terminus of the 5th course of said deed, said course reciting "north 45° 34' 42" east 3,748.08 feet"; thence south 45° 34' 42" west along the southeasterly line of the property quitclaimed by Quitclaim Deed recorded in Book 2590, page 233, of Official Records to the intersection of the prolongation of the first course in that certain deed to the Calleguas Municipal Water District recorded in Book 2675, Page 434 of Official Records, said first course recited as "South 88° 30' 99" west 982.679 feet"; thence south 88° 30' 00" west along said prolongation of said first course and along said first course to the northwest corner of said property; thence south 1° 30' 00" east 390 feet along the westerly line of said property to the westerly terminus of the third course of said property, said 3rd course recited as "north 88° 30' 00" east 563.32 feet"; thence north 88° 30' 00" east along said 3rd course and its prolongation of said property quitclaimed by Quitclaim Deed recorded in Book 2950, page 233, of Official Records; thence south 45° 34' 42" west along said southeasterly line to its intersection with the easterly prolongation of the northerly line of the land described as parcel One in the deed to Sunset International Petroleum Corporation, recorded in Book 2465, page 413, Official Records; thence north 45° 34' 42" east 756.31 feet along said northerly line and its prolongation; thence southerly along the east boundary line of the property

quitclaimed to the Myrtis Corporation and Thousand Oaks Limited as recorded in Book 2424, page 67, Official Records, by the following 3 courses, south 10° 01' 53" west 3,714.11 feet thence south 47° 41', 22" east 1,887.46 feet to an angle point, thence south 13° 41' 15" east to a point of intersection with the west line of tract "E" Rancho Simi as per map recorded in Book 3, page 7, Miscellaneous Records, maps of said county; thence north 19° 42' 53" west thence north 1° 02' 07" east 2,082.78 feet to a point which lies on the northerly line of Rancho El Conejo, said point being the southeasterly corner of Tract "F" Rancho Simi, as per map recorded in Book 3, page 7 Miscellaneous Records, Maps of Ventura County: thence southeasterly along the northerly line of said Rancho El Conejo grant to its intersection with the southerly line of Section 30, T2N, R18W; thence easterly along the southerly lines of Sections 30, 29, 28, 27, 26 and 25 to the southeast corner of Section 25, T2N, R18W.

**EASTERN BOUNDARY LINE:** Beginning at the southeast corner of Section 25, T2N, R18W; south on eastern section line to the intersection with Los Angeles/Ventura County line; thence easterly to centerline of Las Virgenes Canyon Road; continuing southerly along Las Virgenes/Malibu Canyon Road to its intersection with the Mulholland Highway.

**SOUTHERN BOUNDARY LINE:** Beginning at the intersection of the centerline of Las Virgenes/Malibu Canyon Road with the centerline of Mulholland Highway, westerly and southerly along Mulholland Highway to its intersection with the centerline of Little Sycamore Canyon Road; thence northwesterly along Little Sycamore Canyon Road to the intersection of Little Sycamore Canyon Road with the Los Angeles/Ventura County line; thence Southwesterly along Los Angeles/Ventura County line to its intersection with the Southwest corner of Section 13, T1S, R20W.

**WESTERN BOUNDARY LINE:** Beginning at the intersection of the Southwest corner of Section 13 T1S R20W with Los Angeles/Ventura County line; continuing due north along western section lines to intersection with southeast corner of Section 35 T1N 820W; thence due west along southerly section lines to intersection with Rancho El Conejo grant line; thence north along grant line to a point which is 200 feet southerly of the intersection of said grant line with the southerly line of Potrero Road 60 feet wide; thence from last said point westerly along a line which is parallel and at all times 200 feet southerly of the southerly line of said road to a point more or less 11,000 feet westerly of said grant line; thence due north 6,200 feet more or less; thence due east 2,000 feet; thence due north 1,000 feet; thence due west 1,000 feet to the southerly line of the Rancho Calleguas; thence easterly along said southerly line 11,000 feet to the southeasterly corner of said Rancho Calleguas, said southeasterly corner being a point on the Rancho El Conejo grant line; thence northerly along said grant line to the Point of Beginning.

All within the Counties of Ventura and Los Angeles Counties, California.

In addition, the territory of the former Simi Valley-Moorpark AOR as follows:

**NORTHERN BOUNDARY:** Beginning at the southeast corner of Section 24, Township 3 north, Range 20 west which is the northeast corner of Rancho Posas; thence in a northeasterly and diagonal line along said Rancho grant line to point at the southwestern corner of Rancho San Francisco grant line; thence easterly along said grant line to its intersection with the western boundary line of Los Angeles County at the northeast corner of Section 5, Township 3 north, Range 17 west.

**EASTERN BOUNDARY:** Beginning at the intersection of Rancho San Francisco grant line with the western boundary line of Los Angeles County at the northeast corner of Section 5, Township 3 north, Range 17 west; thence in a southeasterly line along the Los Angeles County boundary line; thence southerly along the Los Angeles/Ventura County line; thence westerly following Los Angeles/Ventura County line; thence southerly following Los Angeles/Ventura County line to its intersection with the Los Angeles/Ventura County line with the southern section line of Section 28, Township 2 north, Range 17 west.

**SOUTHERN BOUNDARY:** Beginning at the intersection of Los Angeles/Ventura County boundary line with the southern section line of Section 28, Township 2 north, Range 17 west; thence in a straight westerly line along the southern section line to the intersection of the southern line to the intersection of the southern line with the Rancho El Conejo grant line; thence northwesterly in a diagonal direction along said grant line to the point of intersection with the Rancho Las Posas grant line

near the northwest corner of Section 19, Township 2 north, Range 19 west.

WESTERN BOUNDARY: Beginning at the southeast corner of Rancho Las Posas grant line near the northwest corner of Section 19, Township 2 north, Range 19 west; thence northerly along said grant line to the point of intersection beginning at the southeast corner of Section 24, Township 3 north, Range 20 west.

INCLUDING THE COMMUNITIES OF: Simi, Moorpark, Santa Susana Knolls, Virginia Colong, Home Acres, Santa Susana, All within the county of: Ventura, California.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED LAND LYING WITH THE LAND DESCRIBED AS FOLLOWS:

NORTHERN BOUNDARY: Beginning at the intersection of the Rancho el Conejo grant line with the westerly line of Section 19, Township 2 north, Range 19 west; thence

1st: Southeasterly along said grant line 12960 feet more or less to a point which lies northwesterly along said grant line 3250 feet from the northwesterly line of Moorpark Road 60 feet wide; thence

2nd: North  $56^{\circ} 58' 43''$  east 782.32 feet; thence

3rd: North  $66^{\circ} 13' 0''$  east 644.75 feet; thence

4th: South  $89^{\circ} 45' 25''$  east 2403.32 feet to a point in the westerly line of Section 22, Township 2 north, Range 19 west of said Rancho Simi, distant along said line 1214.30 feet northerly of the northwesterly line of Moorpark Road as described in the deed recorded in Book 67, Page 134 of Deeds; thence

5th: Northerly along said westerly line of Section 22 to its point of intersection with the northerly line of that certain 40 foot road described in the deed to Ventura County recorded in Book 71, Page 270 of Deeds; thence

6th: Northwesterly along the northerly line of said 40 foot road to its point of intersection with the easterly line of Moorpark Road; thence

7th: Northerly and northeasterly along said easterly line to its intersection with the westerly line of said Section 22; thence

8th: East 2640.00 feet along the southerly line of Moorpark Road 60 feet wide; thence

9th: North 60 feet to a point in the northerly line of Moorpark Road at its intersection of the northerly prolongation of the 11th course of formation of the City of Thousand Oaks as filed with the secretary of State of the State of California, October 7, 1964, said 11th course reciting "North 630.00 feet to the south line of Moorpark Road, 60.00 feet wide; thence

10th: East 1422.02 feet more or less along said northerly line of Moorpark Road to the intersection of the westerly line of Moorpark Road with the northerly line of Moorpark Road; thence

11th: North  $8^{\circ} 08'$  west 24.00 feet along said westerly line; thence

12th: Easterly parallel to the northerly line of Section 22, Township 2 north, Range 19 west to a point in the easterly line of said Moorpark Road which bears north  $8^{\circ} 08'$  west 24.00 feet from the northerly line of Read Road 60.00 feet wide; thence

13th: South  $8^{\circ} 08'$  east 24.00 feet along said easterly line of Moorpark Road to said northerly line of Read Road; thence



14th: East 3828.00 feet along the northerly line of said Read Road to a point in the westerly line of the southeast 1/4 of Section 14, Township 2 north, Range 2 west, Rancho Simi, thence

15th; South 9° 01' 20" east 300.00 feet along the westerly line of said southwest 1/4 of Section 14 to a point in the center line of said Read Road, said point being the southwest corner of the southwest 1/4 of said Section 14; thence

16th: East 4620.00 feet along the northerly line of Section 23 and the northerly line of Section 24 of Township 2 north, Range 19 west to a point in the easterly line of Tract "F" of Rancho Simi as shown on the map recorded in Book 3, Page 7, Miscellaneous Records, said point also being in the northerly line of Section 24, Township 2 North, Range 19 west, Rancho Simi; thence

17th: South 74° 12' 50" east 27.70 feet along the 6th course in the quitclaim deed to Thousand Oaks Limited, recorded in said Boon 2590, Page 233, Official Records, to the northerly terminus of the 5th course of said deed, said course reciting "North 45° 34' 42" east 3748.08 feet; thence

18th: South 45° 34' 42" west along the southeasterly line of the property quitclaimed by quitclaim deed recorded in Book 2590, Page 233 of Official Records, to the intersection of the prolongation of the first course in that certain deed to the Calleguas Municipal Water District records, said first course recited as "South 88° 30' 00" west 982.69 feet; thence

19th: South 88° 30' 00" west along said prolongation of said first course to the northwest corner of said property; thence

20th: South 1° 30' 00" east 390.00 feet along the westerly line of said property to the westerly terminus of the 3rd course of said property said 3rd course recited as "north 88° 30' 00" east 563.32 feet; thence

21st: North 88° 30' 00" east along said 3rd course and its prolongation to its intersection with the southeasterly line of said property quitclaimed by quitclaim deed recorded in Book 2950, page 233 of Official Records; thence

22nd: South 45° 34' 42": west along said southeasterly line to its intersection with the easterly prolongation of the northerly line of the land described as Parcel One in the deed to Sunset International Petroleum Corporation, recorded in Book 2465, Page 413, Official Records; thence

23rd: South 45° 34' 42" west 756.31 feet along said northerly line and its prolongation; thence along the east boundary line of the property quitclaimed to the Myrtis Corporation and Thousand Oaks Limited as recorded in Book 2424, Page 67 Official Records, by the following 3 courses,

24th: South 10° 10' 53" west 3714.11 feet; thence

25th: South 47° 41' 22" east 1887.46 feet to an angle point; thence

26th: South 13° 41' 15" east to a point of intersection with the west line of Tract "E" Rancho Simi as per map recorded in Book 3, Page 7, Miscellaneous Records, Maps of said County: thence

27th: South 1° 02' 07" east 2082.78 feet to a point which lies on the northerly line of Rancho el Conejo, said point being the southeasterly corner of Tract "F", Rancho Simi as per map recorded in Book 3, Page 7, Miscellaneous Records, Maps of Ventura County; thence

28th: Southeasterly along the northerly line of said Rancho el Conejo grant to its intersection with the southerly line of Section 25, Township 2 north, Range 19 west; thence

29th: Easterly along the southerly lines of Section 25, Township 2 north, Range 19 west to and along the southerly line of

Sections 30, 19 and 28 of Township 2 north, Range 18 west to the intersection with the Los Angeles-Ventura County line.

**VCCAR: NORTHERN BOUNDARY:** Santa Barbara County line at the Pacific Ocean in a straight line to the Northern terminus of Casitas Springs and Highway 33. From Highway 33 to Sulphur Mountain Road in a Northerly line to Sisar Road in a line intersecting at Piru Canyon Road to the Ventura/Los Angeles County line.

**EASTERN BOUNDARY:** Southeasterly along the Ventura/Los Angeles County line to the Santa Clara River. Southwest along the Santa Clara River to Guiberson Road until the intersection with Highway 23, south on Highway 23 until it intersects with the Rancho Simi boundary, continuing southwest until its intersection with the northeast corner of the Rancho Los Posas, southerly along the easterly line of said Rancho and along the easterly line of Rancho Calleguas to the southeasterly corner of said Rancho Calleguas, thence westerly 11,000 feet along the southerly line of the Rancho Calleguas; thence due south 6,000 feet; thence due west 1,000 feet; thence due south 1,000 feet; then due west 2,000 feet; thence due south to a point which is 200 feet south of the southerly line of Potrero Road; thence from said point and along a line which is parallel and at all times 200 feet south of the southerly line of said road, until its intersection with Hueneme Road and the northernmost line of the Rancho Guadaluca. Thence, south and southwesterly along said Rancho to its intersection with the Pacific Ocean.

**SOUTHERN BOUNDARY:** From the Rancho Guadaluca boundary and the Pacific Ocean, westerly along the shoreline to the Santa Barbara County line.

Including the following communities: La Conchita, Seacliff, Faria Beach, Ventura, Foster Park, Montalvo, Saticoy, Oxnard, El Rio, Port Hueneme, Santa Paula, Fillmore, Bardsdale (part), Somis, Camarillo, Leisure Village, Buckhorn, Piru, Casitas Springs (Part), Solimar Beach, Nyelands Acres, Colonia.

**Note:** this will be revised by encompassing both CSMAR and VCCAR at time of consolidation notice to NAR.

**Section 2. Jurisdictional Rights.** Territorial jurisdiction is defined to mean the right and duty to control the use of the terms REALTOR® and REALTORS® subject to the conditions set forth in the Bylaws and those of NAR, and to protect and safeguard the property rights of NAR in those terms.

## **ARTICLE V - MEMBERSHIP, QUALIFICATION, APPLICATION AND ACCEPTANCE**

### **Section 1. Classes of Membership. There shall be four classes of membership:**

(1) REALTOR® Members; (2) Institute Affiliate Members; (3) Affiliate Members; and (4) Honorary Members.

### **Section 2. Qualifications for REALTOR® Members.**

2.1 REALTOR® members, whether primary or secondary, who are principals, partners, corporate officers or branch office managers of real estate firms shall:

- a) Maintain a current, valid California real estate broker or salesperson license or California real estate appraisal certification or license; and
- b) Act as a sole proprietor, partner, corporate officer of a real estate firm or office manager of a real estate firm acting on behalf of the firm's principal(s); and
- c) Remain actively engaged in the real estate profession;
- d) Maintain or be associated with a real estate office located within the state of California or a state

contiguous thereto; and

- e) Have no record of official sanctions rendered by the courts or other lawful authorities for (i) violations of civil rights laws or real estate license laws within the past three years or (ii) criminal convictions within the past ten years where the crime was punishable by death or imprisonment in excess of one year under the law under which the applicant was convicted (ten years is measured from the date of the conviction or the release of the applicant from the confinement imposed for that conviction, whichever is the later date).

2.2 REALTOR® members, whether primary or secondary, other than principals, partners, corporate officers, or branch office managers of real estate firms shall:

- a) Maintain a current, valid California real estate broker or salesperson license or California real estate appraisal certification or license; and
- b) Remain actively engaged in the real estate profession;
- c) Remain employed by or affiliated as an independent contractor with a REALTOR® member who meets the requirements in Section 2.1 of this Article V for any Association in California or a state contiguous thereto; and
- d) Have no record of official sanctions rendered by the courts or other lawful authorities for (i) violations of civil rights laws or real estate license laws within the past three years or (ii) criminal convictions within the past ten years where the crime was punishable by death or imprisonment in excess of one year under the law under which the applicant was convicted (ten years is measured from the date of the conviction or the release of the applicant from the confinement imposed for that conviction, whichever is the later date).

2.3 REALTOR® members may be franchise corporate officers as described below in Article V, Section 2.8.

2.4 Each firm shall designate in writing one "Designated REALTOR®" member who shall be responsible for the conduct of individuals affiliated with the firm and accountable to the AOR for all duties and obligations of AOR membership, including, but not limited to, certification as set forth in Article VI, Section 9. The "Designated REALTOR®" must be the sole proprietor, partner, corporate officer or an office manager acting on behalf of the firm's principal(s) and must have the authority to bind the firm in arbitrations and must meet all the other qualifications for REALTOR® membership set forth in Article V, Sections 2.1 of the Bylaws.

2.5 Association of Choice.

- a) Primary Membership. Licensees affiliated with a REALTOR® firm may choose as their "primary" Association any Association within California where the firm maintains a "Designated REALTOR®." If a REALTOR® is a primary member of AOR, the AOR pays C.A.R. and NAR dues for that individual.
- b) Secondary Membership. A REALTOR® who has joined another Association as a primary member may join this AOR as a secondary member. There need not be a Designated REALTOR® member of the AOR for licensees to select this AOR as their secondary Association. The conditions for secondary membership shall be no more stringent than for primary membership, and the privileges of membership shall be the same including the right to vote and hold office.

2.6 All persons who are partners in a partnership or officers in a corporation, and actively engaged in the real estate profession within the state of California or a state contiguous thereto or are franchise corporate officers as described below shall be ineligible for any class of membership other than

REALTOR® membership. Each is required to hold REALTOR® membership individually in a local Association in California (except as provided in Section 2.7) or in a state contiguous thereto, if they meet all the other qualifications set forth in Article V, Sections 2.1, 2.2, or 2.3 of the Bylaws unless they otherwise qualify for Institute Affiliate membership as described in Article V, Section 3.

2.7 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 AOR in which one of the firm's principals holds REALTOR® membership, shall be required to hold REALTOR® membership unless otherwise qualified for Institute Affiliate Membership as described in Article V, Section 3.

2.8 Notwithstanding any other provision herein, franchise corporate officers of real estate brokerage franchise organizations with at least one hundred fifty franchisees located within the United States, its insular possessions and the commonwealth of Puerto Rico, may be elected to membership pursuant to the Constitution and Bylaws of NAR (hereinafter "Franchise Corporate Officers"). Franchise Corporate Officers may or may not be licensed for California real estate broker or salesperson or appraisal activities. Franchise Corporate Officers shall enjoy all of the rights, privileges and obligations of REALTOR® membership, including compliance with the Code of Ethics, except: obligations related to AOR, mandated education, meeting attendance, or indoctrination classes or other similar requirements, if any; the right to use the term REALTOR® in connection with their franchise organization's name; and the right to hold elective office in the AOR, C.A.R., and NAR

**Section 3. Qualifications for Institute Affiliate Members.** Institute Affiliate members shall be individuals who hold a professional designation awarded by an Institute, Society or Council affiliated with the NAR that addresses a specialty area other than residential brokerage or individuals who otherwise hold a class of membership in such Institute, Society or Council that confers the right to hold office. Any such individual, if otherwise eligible, may elect to hold REALTOR® membership subject to payment of applicable dues for such membership.

**Section 4. Qualifications for Affiliate Members.** Affiliate members shall be real estate owners, and other individuals or firms engaged in activities related to the real estate profession, who do not qualify for REALTOR® membership. Affiliate members have interests requiring information concerning real estate and sympathy with the objectives of AOR.

**Section 5. Qualifications for Honorary Members.**

- a) Honorary Members shall be those persons recognized by the Board of Directors as persons who have performed notable service for the real estate profession, for the AOR or for the public though not engaged in the real estate profession.
- b) An Honorary Member for Life is any REALTOR® member of this Association who for at least fifteen (15) years prior, has rendered outstanding service to this Association, and who, upon recommendation and approval by the Board of Directors, has become designated as an "Honorary Member" for life of this Association. He/she may be referred to by this title. No fees will be waived.
- c) A 25-Year Honorary Member is a REALTOR® member who has paid dues to this Association for a period of time totaling 25 full years consecutively as of ***December 31, 2011***. Upon approval by the Board of Directors he/she will be honored where he/she will receive a 25-year pin. He/she shall continue to pay State and National dues billed through this Association; however, local Association dues will be waived.
- d) A 30-year Honorary Member is a REALTOR® member who has paid dues to this Association

for a period of time totaling 30 full years consecutively, has served two (2) years on a standing committee of this Association, and was a member in good standing, as of **December 31, 2012**. Upon approval by the Board of Directors he/she will be honored where he/she will receive a 30- year pin. He/she shall continue to pay State and National dues billed through this Association; however, local Association dues will be waived.

- e) All REALTOR® members who join this Association after **January 1, 2013** will be a 30-year Honorary Member who has paid dues to this Association for a period of time totaling 30 full years consecutively, has served two (2) years on a standing committee of this Association, and has attained the age of 70 years. Upon approval by the Board of Directors he/she will be honored where he/she will receive a 30-year pin. He/she shall continue to pay State and National dues billed through this Association; however, local Association dues will be waived.

## **Section 6. Membership Application.**

- a) Each applicant for membership shall submit an application in such manner and form as may be prescribed by the AOR Board of Directors (hereinafter “Board of Directors”) and give his or her consent that the Board of Directors, may obtain information about the applicant from any member, other persons or Associations and that any information furnished to the Board of Directors by any member, person or Association shall not form the basis of any action for slander, libel or defamation of character. The Board of Directors, may consider the following in determining an applicant’s qualifications for membership: (1) all final findings of NAR Code of Ethics violations and violations of other membership duties in any other Association within the past three (3) years; (2) pending ethics complaints or hearings; (3) unsatisfied discipline pending; (4) pending arbitration requests or hearings; (5) unpaid arbitration awards or unpaid financial obligations to any other Association and/or Association Multiple Listing Service (hereinafter “MLS”).
- b) Applicants for membership shall be familiar with and agree to abide by the Bylaws and Rules and Regulations of the AOR, the Bylaws of C.A.R. and the NAR Constitution, Bylaws and Code of Ethics, to the extent they are applicable, and pass such reasonable and nondiscriminatory written examination thereon as may be required. Applicants must also attend and complete an orientation program as may be required by the Board of Directors, its Membership Committee, or otherwise.
- c) Applicants for REALTOR® membership shall certify: (1) that they have no record of official sanctions rendered by the courts or other lawful authorities for violations of civil rights laws or real estate license laws within the past three years; (2) that they have no criminal convictions within the past ten years the crime was punishable by death or imprisonment in excess of one year under the law under which the applicant was convicted (ten years is measured from the date of the conviction or the release of the applicant from the confinement imposed for that conviction, whichever is the later date); and (3) that they have not been suspended or expelled from an Association the past three years for violations of the NAR Code of Ethics.
- d) Applicants who are sole proprietors, general partners, corporate officers, or branch office managers (Article V, Section 2) of a real estate firm must disclose: (1) whether they or their firms are subject to any pending bankruptcy proceedings; and (2) whether they or their firms have been adjudged bankrupt within the past three (3) years. If the applicant is party to pending bankruptcy or insolvency proceedings or has been adjudged bankrupt within the past

three (3) years, the applicant may be required to pay cash in advance for AOR and MLS fees for up to one year from the date that membership is approved or from the date that the applicant is discharged from bankruptcy, whichever is later. If the Board of Directors determines that such prepayments will not protect the interests of the AOR or its members, such applications may be rejected.

**Section 7. Prior Membership Records.** The AOR may consider information received from other Associations in determining whether an applicant satisfies the AOR's membership requirements. The AOR may request from any Association where the applicant held prior membership, minimum "core" information including:

- a) All final findings of Code of Ethics violations and violations of other membership duties within the past three (3) years;
- b) Pending complaints alleging violations of the Code of Ethics or alleging violations of other membership duties;
- c) Incomplete or (pending) disciplinary measures;
- d) Pending arbitration requests (or hearings);
- e) Unpaid arbitration awards or unpaid financial obligations to the Association or its MLS.
- f) Any misuse of the term REALTOR® or REALTORS® in the name of the applicant's firm.

The AOR will also consider all final findings of Code of Ethics violations and violations of other membership duties in this AOR within the past three (3) years.

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

**Section 8. Application Review and Acceptance.** The procedure for acceptance 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 any application fee. Provisional members shall be considered REALTORS® and shall be subject to all of the same privileges and obligations of membership. Provisional membership is granted subject to subsequent review of the application by the Board of Directors. If the Board of Directors determines that the individual does not meet all of the qualifications for membership as established in the association's bylaws, or, if the individual does not satisfy all of the requirements of membership (for example, completion of a mandatory orientation program) within sixty (60) 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 terminates the individual's membership in accordance with subsection (a) above. In such instances, dues shall be returned to the individual less a prorated amount to cover the number of days that the individual received association services and any application fee.
- c) The Board of Directors may not terminate any provisional membership without providing the provisional member with advance notice, an opportunity to appear before the Board of Directors, to call witnesses on his/her behalf, to be represented by counsel, and to make such statements as he/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 Chief Executive Officer (CEO). 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.
- e) The Board of Directors may grant “provisional” membership to an applicant in instances where the applicant for membership has unsatisfied discipline pending in another Association (except for violations of the Code of Ethics), provided all other qualifications for membership have been satisfied. Provisional members shall be considered REALTORS® and shall be subject to all of the same privileges and obligations of REALTOR® membership. The Board of Directors may reconsider the membership status of provisional members when all unsatisfied discipline has been resolved or if such matters are not resolved within six (6) months from the date that provisional membership is approved. At the time of reconsideration, if the Board of Directors determines that the individual has not satisfactorily resolved the unsatisfied discipline, at the discretion of the Board of Directors, membership may be terminated.

**Section 9. New Member Code of Ethics Orientation.** Applicants for REALTOR® membership and provisional REALTOR® members (where applicable) shall attend and complete an orientation program on the Code of Ethics, meeting the minimum criteria established by NAR for new member ethics training. 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 sixty (60) days of the date of application (or, alternatively, the date that provisional membership was granted), will result in denial of the membership application or termination of provisional membership.

**Section 10. Continuing Member Code of Ethics Training.** Every two-year period, starting with the period from January 1, 2017 through December 31, 2018, and for successive two-year periods thereafter, each REALTOR® member of the A.O.R. shall be required to complete a course on the Code of Ethics, meeting the minimum criteria established by N.A.R. for biennial ethics training. This requirement will be satisfied upon presentation of documentation that the member has completed such course of instruction conducted by this or another Association, C.A.R., N.A.R., or any other recognized educational institution. 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 two-year cycle shall not be required to complete additional ethics training until a new two-year period commences.

Failure to satisfy this requirement shall be considered a violation of a membership duty and will result in suspension of membership for the first two months (January and February) of the year following the end of any two-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 for failure to complete the training requirement will be automatically terminated. (Adopted 1/01, revised 1/17)

### **Section 11. Status Changes.**

- a) REALTORS® who change the conditions under which they hold membership shall be required to

provide written notification to the AOR within thirty (30) days. A non-principal REALTOR® who becomes a principal in the firm with which he or she has been licensed or, 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 principal REALTOR® members. During the period of transition from one status of membership to another, such members shall be subject to all of the privileges and obligations of a principal REALTOR® member. The Board of Directors, at its discretion, may waive any qualification which the member has already fulfilled in accordance with the Bylaws. If the REALTOR® does not satisfy the requirements established in the Bylaws for the category of membership to which they have transferred within thirty (30) days of the date they advised the AOR of their change in status, their application for change of status will terminate automatically unless otherwise so directed by the Board of Directors.

- b) If the licensed status of any member is terminated, his or her membership in the AOR shall terminate automatically. If any member ceases to meet any other ongoing qualification of membership, his or her membership may be terminated by the Board of Directors. Each member shall have the affirmative duty to notify the AOR of any changes in their licensee status.
- 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 applicant. Dues shall be prorated from the first day of the month in which the member is notified of acceptance by the Board of Directors of his or her change in status and shall be based on the new membership status for the remainder of the year.

**Section 12. Resignation.** 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 AOR for dues, fees, fines or other assessments of the AOR or any of its services, departments, divisions or subsidiaries, the AOR may condition the right of the resigning member to reapply for membership upon payment in full of all such monies owed.

### **Section 13. Leave of Absence.**

- a) The AOR may grant to a REALTOR® member in good standing a leave of absence for a period of time up to one year, provided a written request states that the applying REALTOR® will not be engaged in the real estate business in the AOR's jurisdiction during the leave of absence and upon payment of local Association dues. To prevent interruption of membership group insurance continuance and/or educational credits, an additional amount as may be determined from time to time by the Board of Directors must be paid to fulfill the AOR's obligation to the NAR and C.A.R. Additional leave may be granted upon proof of personal illness, but no more than a total of two (2) consecutive one-year leaves may be granted any member.
- b) Except as provided for in this section, all rights of membership in the AOR held by the member who is on "Military Leave" shall be suspended during the period the member is on "Military Leave" including the right to vote as a member of the AOR. No other fees other than prorated dues shall be collected upon the conclusion of the member's "Military Leave".

## **ARTICLE VI - PRIVILEGES AND DUTIES OF MEMBERSHIP**

**Section 1. Member Compliance with Bylaws, Policies, Rules and Regulations.** It shall be the duty of every member of the AOR to abide by the Bylaws, Policies and Rules and Regulations of the AOR. Any member of the AOR may be reprimanded, fined, placed on probation, suspended, or expelled by the Board of Directors for a violation of the Bylaws or the Rules and Regulations of the AOR. If a hearing is required it shall be held in accordance with the *California*



### *Code of Ethics and Arbitration Manual.*

Although only REALTOR® members are subject to the Code of Ethics and its enforcement by the AOR, all members are encouraged to abide by the principles established in the Code of Ethics and conduct their business and professional practices accordingly. Further, any non-REALTOR® member may, upon recommendation of 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, reflects adversely on the real estate industry or the terms REALTOR® or REALTORS® and for conduct that is inconsistent with or adverse to the objectives and purposes of the AOR, C.A.R. or NAR.

## **Section 2. Member Discipline.**

- a) Any member of the AOR may be reprimanded, placed on probation, suspended 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 AOR. 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, President-Elect and one member of the Board of Directors selected by the highest ranking officer not named in the complaint, upon consultation with counsel for the AOR. Disciplinary action may include any sanction authorized in the *California Code of Ethics and Arbitration Manual*. If the complaint names the President or President-Elect, 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.
- b) Any REALTOR® member of the AOR 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 *California Code of Ethics and Arbitration Manual*, provided that the discipline imposed is consistent with NAR policy as set forth in the *California Code of Ethics and Arbitration Manual*.

**Section 3. Resignation with Pending Arbitration or Disciplinary Hearing.** If a member resigns from the AOR or otherwise causes membership to terminate with a disciplinary complaint pending, the complaint shall be processed until the decision of the A.O.R. with respect to disposition of the complaint is final by this A.O.R. (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 Associations 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®.

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 member.

**Section 4. Voting Rights and Eligibility for Elective Office.** Only REALTOR® members, whether primary or secondary, in good standing, whose financial obligations to the AOR are paid in full, shall be entitled to vote and to hold elective office in the AOR. Proxy voting is not allowed.

**Section 5. Privileges and Duties of REALTOR® Members.**

- a) It shall be the duty and responsibility of every REALTOR® member of this AOR to abide by the Constitution and Bylaws of C.A.R., the Constitution and Bylaws of NAR and to abide by the Code of Ethics as set forth in Article VI, Section 1 of these Bylaws.
- b) REALTOR® members have the primary responsibility to safeguard and promote the standards, interests and welfare of the AOR and the real estate profession.
- c) REALTOR® members may use the terms REALTOR® and REALTORS® subject to the provisions of Article VIII.
- d) If a REALTOR® member who is a sole proprietor, principal in a firm, partner in a partnership, officer of a corporation, or branch office manager is suspended or expelled, his or her firm, partnership or corporation shall not use the terms REALTOR® or REALTORS® in connection with its business during the period of suspension or expulsion and the membership of all other principals, partners or corporate officers shall suspend or terminate during the period of suspension or expulsion, unless: (1) the disciplined member severs his or her connection with the firm, partnership or corporation; or (2) the disciplined member relinquishes management control of the firm.

The membership of REALTORS® who are employed or affiliated as independent contractors with the disciplined member shall suspend or terminate during the period of suspension or expulsion unless: (1) the disciplined member severs his or her connection with the firm, partnership or corporation; (2) the disciplined member relinquishes management control of the firm; or (3) the non-principal REALTOR® member elects to sever his or her connection with the disciplined member and affiliates with another REALTOR® member in good standing in the association. If a REALTOR® member other than a sole proprietor in a firm, partner in a partnership, officer of a corporation or branch office manager is suspended or expelled, the use of the terms REALTOR® or REALTORS® by the firm, partnership or corporation shall not be affected.

Removal of an individual from any form or degree of management control must be certified to the AOR by the disciplined member and by the individual who is assuming management control. The signatures on such certification must be notarized.

The foregoing is not intended to preclude a suspended or expelled member from functioning as an employee or independent contractor, provided no management control is exercised.

- e) In any action taken against a principal REALTOR® member for suspension or expulsion, 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 this Article VI, Section 5 shall apply.

**Section 6. Privileges and Duties of Institute Affiliate Members.** Institute Affiliate members shall have the rights and privileges and be subject to the obligations prescribed by the Board of Directors consistent with the NAR Constitution and Bylaws.

NOTE: Local associations establish the rights and privileges to be conferred on Institute Affiliate Members except that no Institute Affiliate Member may be granted the right to use the term REALTOR®, REALTOR-ASSOCIATE®, or the REALTOR® logo; to serve as President of the local association; or to

be a Participant in the local association's Multiple Listing Service.

**Section 7. Privileges and Duties of Affiliate Members.** Affiliate members shall have the rights and privileges and be subject to the obligations prescribed by the Board of Directors.

**Section 8. Privileges and Duties of Honorary Members.** Honorary membership shall confer only the right to attend meetings and participate in discussions. Honorary for Life and 25- Year Honorary Members may retain the rights and privileges as REALTOR® members.

**Section 9. Certification by Designated REALTOR®.** Designated REALTORS® shall certify to the AOR during the first month of each fiscal year, on a form provided by the AOR, a complete listing of all individuals licensed or certified under California law, with the REALTOR® firm(s), and shall designate the primary association, if any, for each individual. These declarations shall be used for purposes of calculating dues under Article IX, Section 2 of the Bylaws. Designated REALTOR® members shall also notify the AOR of any additional individual(s) licensed or certified with the firm(s) and of any individual whose affiliation with the firm was severed within thirty days of the date of affiliation or severance of the individual(s).

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

**Section 1. Professional Standards and Arbitration.** The responsibility of the AOR and its members relating to the enforcement of the Code of Ethics, the disciplining of members, the arbitration of disputes, and the organization and procedures incident thereto shall be governed by the *California Code of Ethics and Arbitration Manual*, as published and from time to time amended by C.A.R., which by this reference is made a part of these Bylaws.

**Section 2. Member Compliance with NAR and C.A.R.** Constitution, Bylaws, Policies, Rules, Regulations, and Code of Ethics. It shall be the duty and responsibility of every REALTOR® member of the AOR to abide by the Constitution and Bylaws and the Rules and Regulations of the AOR the Constitution and Bylaws of C.A.R., the Constitution and Bylaws of NAR, and the Code of Ethics, including the duty to arbitrate controversies arising out of real estate transactions as specified by Article 17 of the NAR Code of Ethics and as further defined and in accordance with the procedures set forth in the *California Code of Ethics and Arbitration Manual* as from time to time amended by C.A.R. By becoming and remaining a member, every REALTOR® member agrees that he or she and the corporation or firm for which he or she acts as a partner, officer, principal, or branch office manager, will submit to arbitration through the AOR all disputes with any other member or member of the public subject to the conditions set forth in the *California Code of Ethics and Arbitration Manual*.

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

**Section 1. Use and Control of REALTOR® Membership Marks.** Use of the terms REALTOR® and REALTORS® by members shall, at all times, be subject to the provisions of the Constitution and Bylaws of NAR and to the Rules and Regulations prescribed by its Board of Directors. The AOR shall have the authority to control, jointly and in full cooperation with NAR, use of the terms within its jurisdiction. Any misuse of the terms by members is a violation of a membership duty and may subject members to disciplinary action by the Board of Directors after a hearing as provided for in the C.A.R. Code of Ethics and Arbitration Manual.

## **Section 2. Jurisdictional Limits on Use of REALTOR® Membership Marks.**

REALTOR® members of the AOR shall have the privilege of using the terms REALTOR® and REALTORS® in connection with their places of business within California, 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. Use of REALTOR® Membership Marks Dependent on Status of Firm**

**Principals.** 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 California, or a state contiguous thereto, are REALTOR® members. 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 Ineligible to Use REALTOR® Membership Marks.** Institute Affiliate members shall not use the terms REALTOR® or REALTORS® nor the imprint of the emblem seal of NAR.

## **ARTICLE IX - DUES AND ASSESSMENTS**

**Section 1. Application Fee.** The Board of Directors may adopt a reasonable application fee for membership in the AOR. The application fee for REALTOR® membership shall not exceed three (3) times the amount of the annual dues for REALTOR® membership. The application fee shall be required to accompany each application for membership in the AOR and shall become the property of the AOR upon final approval of the application. The Board of Directors may adopt an application fee for Institute Affiliate Membership not in excess of the annual dues for Institute Affiliate members.

### **Section 2. Dues.**

- a) The Board of Directors shall determine annually the amount of annual dues to be paid by each class of membership.
- b) The dues of each Designated REALTOR® member shall be a base amount plus an amount multiplied by the number of real estate licensees and licensed or certified appraisers under California law to which he or she certified under Article VI, Section 9, and who: (1) are employed by or affiliated as independent contractors or who are otherwise directly or indirectly licensed or certified with such REALTOR® member; and (2) are not REALTOR® members of any Association within California or a state contiguous thereto or Institute Affiliate members of the AOR. In calculating the dues payable to the AOR by a Designated REALTOR® member, non-member licensees as defined in (1) and (2) of this sub-paragraph shall not be included in the computation of dues if the Designated REALTOR® has paid dues based on non-member licensees to another Association within the state of California or a state contiguous thereto, provided the Designated REALTOR® notifies the AOR in writing of the identity of the Association to which dues have been remitted.

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 (“LFRO”) 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, renting, managing, counseling, appraising or arranging financing for real property and are not a participant or subscriber in a Multiple Listing Service (“MLS”). The individuals disclosed on such form shall not be deemed to be licensed with the REALTOR® filing the form for purposes of this Article IX, Section 2 (b) and shall not be included in calculating the annual dues of the Designated REALTOR®.

A REALTOR® with a direct or indirect ownership interest in an entity engaged in the real estate business which provides services for which a Mortgage Loan Originators (“MLO”) license endorsement is required may annually file with the association, on a form approved by the association, a list of the MLO licensees and certify that the listed licensees (1) have an MLO license or endorsement, (2) are not engaged in real estate licensed activities except those for which an MLO is required, and (3) are not participants or subscribers in any MLS. The individuals disclosed on such forms shall not be deemed to be licensed with the REALTOR® filing the form for purposes of the Article IX, Section 2(b) and shall not be included in calculating the annual dues of the Designated REALTOR®.

The exemption for any licensee included on the certification form for a LFRO shall automatically be revoked upon the individual being engaged in real estate licensed activities (listing, selling, leasing, renting, managing, counseling, appraising or arranging financing for real property), other than referrals, or being a participant or subscriber of any MLS, and dues for the current fiscal year shall be due and payable.

The exemption for any licensee, included on the certification form for an MLO exemption, shall automatically be revoked upon the individual being engaged in real estate licensed activities other than those activities for which an MLO license or endorsement is required or upon their joining an MLS, and dues for the current fiscal year shall be due and payable.

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

- c) The annual dues of REALTOR® members shall not include any allocation for C.A.R., if the member is a member of an Association of C.A.R. and that Association has paid C.A.R. dues for the member.
- d) The annual dues of REALTOR® members shall not include any allocation for NAR, if the member is a member of an Association of NAR and that association has paid NAR dues for the member.
- e) 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 sub- paragraph (b) of this Section) in the office where the Designated REALTOR® holds membership, and any other offices of the firm located within the jurisdiction of this Association.
- f) The annual dues of each Institute Affiliate Member shall be as established in Article II of the Bylaws of the NATIONAL ASSOCIATION OF REALTORS®.

NOTE: The Institutes, Societies and Councils of the National Association shall be responsible for collecting and remitting dues to the National Association for Institute Affiliate Members (\$75.00).

The National Association shall credit \$25.00 to the account of a local association for each Institute Affiliate Member whose office address is within the assigned territorial jurisdiction of that association, provided, however, if the office location is also within the territorial jurisdiction of a Commercial Overlay Board (COB), the \$25.00 amount will be credited to the COB, unless the Institute Affiliate Member directs that the dues be distributed to the other board. The National Association shall also credit \$25.00 to the account of state associations for each Institute Affiliate Member whose office address is located within the territorial jurisdiction of the state association. Local and state associations may not establish any additional entrance, initiation fees or dues for Institute Affiliate Members, but may provide service packages to which Institute Affiliate Members may voluntarily subscribe. (Amended NAR 1/02)

**Section 3. Dues Payable.** Dues for all members shall be payable annually in advance on the first day of December (hereinafter referred to as the “due date”) and become delinquent at 5:00 p.m. on January 15th of the following year. If January 15th falls on a weekend or holiday, dues will become delinquent the following business day. Dues shall be computed from the first day of the month in which a member is notified of acceptance and shall be prorated for the remainder of the year. Any member who initiates bankruptcy proceedings may be placed on a "cash basis" from the date the bankruptcy petition is filed until one year from the date that the member has been discharged from bankruptcy. All dues or fees paid to the AOR are nonrefundable, except for those dues returned to a terminated provisional member as provided in Article V, Section 8.

#### **Section 4. Nonpayment of Financial Obligations.**

- a) If dues, fees, fines, or other assessments including amounts owed to the AOR are not paid within one (1) month after the due date, the nonpaying member is subject to suspension. Two (2) months after the due date, membership of the nonpaying member shall automatically terminate unless within that time the amount due is paid. However, no action shall be taken to suspend or terminate a member for nonpayment of disputed amounts until the accuracy of the amount owed has been confirmed by the Board of Directors. Furthermore, no member shall be suspended or terminated until twenty (20) days after notice of a proposed suspension or termination and the reason therefore has been electronically sent to the member, which notice may be given before or after the expiration of the one-month limit or the two-month limit.
- b) If within ten (10) days after the mailing of a notice the member requests a hearing, the effective date of the suspension or termination shall be deferred until after such hearing. The Board of Directors shall mail by regular first class mail to the member at least five (5) days prior to the hearing a notice of the time and place of the hearing. At the hearing the Board of Directors shall receive evidence from the member and may receive evidence from any other person on the issue of whether the member was delinquent in the payment of fees or charges and on the issue of whether it would be in the best interest of the AOR to suspend or terminate the member.
- c) If the Board of Directors determines that the member was delinquent, the Board of Directors may decide, as it deems in the best interest of the AOR to suspend or terminate the member, to decline to suspend or terminate the member, or to decline to suspend or terminate the member on condition that the member pay the delinquency on or before a specified date or pay the delinquency in specified installments on or before specified dates. The member shall be automatically suspended or terminated without further hearing but subject to written notice if the member fails to perform such condition.
- d) Any suspension or termination occurring after a hearing shall be effective five (5) days after notice thereof is mailed to the member, subject to the right of the Board of Directors to specify that the suspension or termination shall become effective upon the entry, in a suit by the AOR for declaratory relief, of the final judgment of a Court of competent jurisdiction declaring that

- the suspension or termination violates no rights of the member.
- e) A member who has been terminated may apply for reinstatement in the manner prescribed for new applicants for membership, upon making full payment of all past due accounts, together with interest at the rate of ten (10%) percent per annum on each item comprising the accounts, from its due date until paid, and after complying with all sanctions imposed by a disciplinary panel together with the payment of the application fee required of new applicants.
  - f) In the event the membership of a real estate licensee or certified or licensed appraiser who holds REALTOR<sup>®</sup> membership is terminated for nonpayment of the dues, and the licensee or appraiser remains affiliated with the same firm, the dues obligation of the designated REALTOR<sup>®</sup>, as set forth in this Article IX, Section 2(b), will be increased to reflect the addition of a non-member licensee or appraiser. Dues shall be calculated from the first day of the current fiscal year and are payable within thirty (30) days of the notice of termination.

**Section 5. Reinstatement After Termination for Nonpayment of Financial Obligations.** A former member who has had his or her membership terminated for nonpayment of dues, fees, fines, or other assessments duly levied in accordance with the provisions of these Bylaws, Policies & Practices or the provisions of other Rules and Regulations of the AOR or any of its services, departments, divisions or subsidiaries may apply for reinstatement in a manner prescribed for new applicants for membership, only after making payment in full of all accounts due as of the date of termination.

**Section 6. Deposit.** All monies received by the AOR for any purpose shall be deposited to the credit of the AOR in a financial institution or institutions selected by resolution of the Board of Directors.

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

## **ARTICLE X - OFFICERS AND DIRECTORS**

### **Section 1. Officers.**

The composition of the directors and officers of the AOR for the calendar year beginning January 1, 2020, and ending December 31, 2020, and for the two (2) years thereafter shall be as defined in Exhibit A. Thereafter, the elected officers of the AOR shall be: a President, a President-Elect, First Vice President, and Immediate Past-President. The office the treasurer will be filled by appointment by the Board of Directors. The President-Elect shall automatically ascend to the presidency at the end of his/her term as President-Elect. The term of each office shall be one year. No person shall hold more than one office at the same time. The Chief Executive Officer (CEO) is the chief staff person of the AOR, but is not a member of the Board of Directors.

**Section 2. Powers and Duties of Officers.** The powers and duties of the officers shall be such as their titles, by general usage, would indicate and such as may be assigned to them by the Board of Directors. It shall be the duty of the Chief Executive Officer (CEO) to keep the records of the Board of

Directors and to carry on all necessary correspondence with NAR and C.A.R. **The Chief Executive Officer shall serve as Secretary of the Corporation, but will not be a Director and will have no voting privileges.**

**Section 3. Board of Directors.** The governing body of the AOR shall be a Board of Directors consisting of the four (4) elected officers, one (1) Treasurer appointed by the Board of Directors, and eight (8) REALTOR® Directors elected by the Members and one (1) Affiliate Director appointed by the Board of Directors, each of whom shall serve an initial one (1) year term, except as set forth in Exhibit A to the contrary. If the immediate Past President is unwilling or unable to serve, the Immediate Past President vacancy shall be filled by the Board of Directors. All Directors, including the elected officers, shall have one vote. The four (4) individuals receiving the most votes to become directors for the year beginning January 1, 2021 will serve a two (2) year term and the remaining individuals elected as directors will serve a one (1) year term. Directors other than officers and Immediate Past President shall be elected to serve for terms of two (2) years with the intent that the elected REALTOR® Directors will be serving staggered terms. Thereafter, as many Directors shall be elected each year as are required to fill positions.

No person shall serve more than two (2) consecutive terms as Treasurer or three (3) consecutive terms as a REALTOR® Director, except to assume a higher position.

- a) **President.** The President must hold, maintain, and have held for the last two (2) years, a valid California real estate license, and shall have served on the Board of Directors as President-Elect during the preceding year and on this Association's Board of Directors for one (1) out of the last five (5) years. If the President-Elect is unable or unwilling to serve, the office of President must be filled by a REALTOR® member who meets the qualification for President, except for being President-Elect.
- b) **President-Elect.** The President-Elect must hold, maintain, and have held a current, valid California real estate license, and shall have served on this Association's Board of Directors for one (1) year out of the last five (5) prior to taking office.
- c) **First Vice President.** The First Vice President must hold, maintain, and have held a current, valid California real estate license, and shall have served on this Association's Board of Directors for one (1) year out of the last five (5) prior to taking office.
- d) **Treasurer.** **With the approval of the Board of Directors, the President shall appoint a Treasurer. The Treasurer shall be a voting member of the Board of Directors and shall also serve as the Chair of the Finance Committee. The Treasurer shall be appointed by the President and ratified by the Board of Directors with a majority vote.**
- e) **REALTOR® Director.** A REALTOR® director must be a REALTOR® member and shall have served on standing committees of this Association for at least two (2) of the past five (5) years.
- f) **Affiliate Director:** An Affiliate member who is a member of the Board of Directors is a voting member with the exception of Professional Standards or Grievance matters. The Affiliate member must be a member of, and in good standing with, the Association and will be elected to serve a two-year term.

**Section 4. Powers and Duties of the Board of Directors.** Subject to the provisions of the California Nonprofit Corporation Law and any limitations in the Articles of Incorporation or Bylaws relating to action required to be approved by the members or a majority of all members, the activities and affairs of the AOR shall be conducted by and all management powers shall be exercised by or under the direction of the Board of Directors. The Board of Directors may delegate the management of the activities of the AOR to any committee so long as the ultimate direction is provided by the Board of Directors.

- a) Defense and Indemnification.



1. In the event of suits or claims in which one or more current or past officers, directors, employees, or committee members of the Association are named as a result of their status as such or decisions or actions taken in good faith and reasonably understood to be within the scope of their authority or employment during their term as such, the To Be Determined REALTORS shall, directly or through insurance secured for the benefit of such officers, directors, employees, and committee members, secure counsel to act on behalf of and provide a defense for such officers, directors, employees, and committee members; pay reasonable defense expenses incurred in advance of final disposition of such case; and indemnify such officers, directors, employees, and committee members with respect to any liability assessed or incurred as a result of any such claim, suit or action.

2. The above stated defense and indemnification of officers, directors, employees, and committee chairs shall extend to those individuals when serving at the request of the Association as a director, officer, employee, or committee member, or another entity, but only after indemnification and insurance coverage from such other entity has been exhausted.

## **Section 5. Election of Officers and Directors.**

- a) Nominations by the Nominating Committee. At least sixty (60) days before the annual election, a Nominating Committee chaired by an officer or director appointed by the President and at least three (3) REALTOR® members shall be appointed by the president with the approval of the Board of Directors. If any member of the Nominating Committee is considered for nomination, that person shall immediately be recused and no longer participate in the deliberations of the Nominating Committee.

The Nominating Committee shall select one (1) or more candidate(s) for each office and one (1) or more candidate(s) for each of the positions to be filled on the Board of Directors. No person may be nominated for office unless he/she meets all of the qualifications at the time of the nomination. The report of the Nominating Committee shall be sent by electronic transmission to each member eligible to vote at least thirty-five (35) days preceding the election.

- b) Nomination by Petition. Additional candidates for the offices to be filled may be placed in nomination by petitions signed by at least ten percent (10%) of the REALTOR® members and the petition shall be filed with the Chief Executive Officer (CEO) at least twenty-one (21) days before the election. The Chief Executive Officer (CEO) shall electronically send notice of such additional nominations to all members eligible to vote at least fourteen (14) days before the election.

- c) Elections. Elections shall be by ballot to take place as described in Article XI, Section 1. Ballots may be submitted by United States mail, electronic transmission to the AOR or in person. There shall be no proxy votes. The ballot shall contain the names of all candidates and specify the office for which each is nominated. No person may be a candidate for more than one position, whether nominated by the Nominating Committee or petition. In case of a tie vote, the issue shall be determined by lot.

For the purposes of these Bylaws the phrase "electronic transmission to the AOR" or "electronic transmission by the AOR" shall have the meaning described in the California Corporations Code and as otherwise prescribed by the Policies and Procedures adopted by the Board of Directors.

In accordance with CCC Sections 7211 and 7510 and the provisions of these Bylaws, election of officers and directors shall be conducted by electronic means and in accordance with the procedure established by the Board of Directors. Elections shall be secret.

**Section 6. Vacancies.** Vacancies among the officers and/or the Directors shall be filled by a simple majority vote of the Board of Directors for the remainder of the vacated term. If an officer or director is unable to assume office after being elected, his/her seat becomes vacant and shall be filled by the

Board of Directors.

**Section 7. Removal of Officers and Directors.** In the event that an officer or director is deemed to be incapable of fulfilling the duties for which he or she is 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 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 AOR shall be held. 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, including the general nature of the meeting, to all voting members at least ten (10) days prior to the meeting, and shall be conducted by the President 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 REALTOR® members. Provided a quorum is present, a three-fourths vote of REALTOR® members present and voting shall be required for removal from office of the officer or director.

**Section 8. Expenditures.** The Board of Directors shall administer the day to day finances of the AOR.

**Section 9. 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, and shall perform such other duties as prescribed by the Board of Directors. The Chief Executive Officer shall not hold an active California real estate license.

## **ARTICLE XI-MEETINGS**

**Section 1. Annual Meetings.** The annual meeting of the AOR shall be held during June of each year; the date, place and hour to be designated by the Board of Directors. The quorum for such meetings and the voting by the members shall be prescribed by these Bylaws and consistent with California Corporations Code, except as otherwise prescribed by the Policies and Practices adopted by the Board. A meeting of the members may be conducted, in whole or in part, by electronic transmission by and to the AOR.

**Section 2. Meetings of Directors.** The Board of Directors shall designate a regular time and place of meetings. Absence from three regular meetings in a calendar year shall constitute resignation.

**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 fifty (50%) of the members eligible to vote.

**Section 4. Notice of Meetings.** Notice of membership meetings shall be given at least ten (10) calendar days preceding all meetings, personally, by electronic transmission by the AOR, or by mail or other means of written communication, addressed to a member at the address of the member appearing on the books of the AOR or given by the member to the AOR for purpose of notice; or if no such address appears or is given, at the place where the principal office of the AOR is located or by publication at least once in a newspaper of general circulation in the county in which the principal office is located. An affidavit of giving of any notice or report in accordance with the provisions of this part, executed by the secretary; assistant secretary or any transfer agent, shall be prima facie evidence of the giving of the notice or report. The AOR may also publish notice of membership meetings in any publication regularly sent to all members of the AOR or by email. The notice shall state the place date and time of the meeting; the means of electronic transmission by and to the AOR or electronic video screen communication, if any, by which members may participate in that meeting; and the purpose of the meeting.

**Section 5. Quorum.** A quorum for the transaction of business by the general membership shall consist of fifteen percent (15%) of the REALTOR® members in good standing and eligible to vote who are personally present or deemed present by submitting a vote by electronic transmission to the AOR on or before any duly held membership meeting (or special meeting). All REALTOR® members present and deemed present by submitting a vote by electronic transmission to AOR shall count toward a quorum on the particular issue(s) addressed on the ballot and/or in the Notice of Meeting to REALTORS®. Ballots sent by electronic transmission to the AOR will not count toward a quorum on any other business to come up at the meeting. See Roberts Rules of Order Section 39.

A quorum for the transaction of business by the Board of Directors shall consist of 51% of the Directors.

## **ARTICLE XII – COMMITTEES**

### **Section 1. Standing 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 and their chairs:

- Finance Committee
- Grievance Committee
- Multiple Listing Service (MLS) Committee
- Nominating Committee
- Professional Standards Committee

A. Members of the Grievance and Professional Standards committees are to be ratified by the sitting Board of Directors.

**Section 2. Special Committees.** The President shall appoint from among the REALTOR® members, subject to confirmation by the Board of Directors, special committees as deemed necessary. The President may dissolve such committees, subject to confirmation of the Board of Directors.

**Section 3. Term of Committee Appointments.** Committee members shall be appointed to one-year terms except that the members of the Finance, Grievance, and Professional Standards committees shall be appointed to staggered three-year terms. Professional Standards Committee(s) shared between or among Associations shall be appointed in accordance with the agreements governing those shared committees.

**Section 4. Organization.** All committees shall be of such size and shall have duties, functions and powers as assigned by the Board of Directors except as otherwise provided in these Bylaws.

**Section 5. President.** The President shall be an ex-officio non-voting member of all standing committees and shall be notified of their meetings.

**Section 6. Removal.** The President shall have the power, subject to confirmation by the Board of Directors, to remove any member from a committee. Absence from three (3) regularly scheduled monthly meetings or more than twenty-five percent (25%) of scheduled meetings, if other than monthly meetings, in a calendar year shall constitute resignation.

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

**Section 1. Fiscal and Elective Year.** The Fiscal and Elective years of the AOR shall be the calendar year beginning January 1 and ending December 31.

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

**Section 1. Robert's Rules of Order.** Robert's Rules of Order, latest edition, shall be recognized as the authority governing the meetings of AOR, its Board of Directors, and committees, in all instances wherein its provisions do not conflict with the California Nonprofit Corporations Code or these Bylaws.

## **ARTICLE XV – AMENDMENTS**

**Section 1. Amendment Upon Majority Vote of Membership.** The Bylaws may be amended by a majority vote of all REALTOR® members in good standing. A copy of proposed Bylaws amendment(s) shall be sent to each REALTOR® member at least twenty-one (21) days prior to the membership meeting at which the amendment(s) is to be considered.

**Section 2. Quorum.** A quorum for the purpose of amending the Bylaws shall consist of fifteen percent (15%) of the REALTOR® members in good standing. REALTOR® members present, in good standing and eligible to vote who are personally present or deemed present by submitting an absentee vote in writing or by electronic transmission to the AOR shall count toward a quorum provided the specifics of such proposed amendment or amendments shall be plainly stated in the notification for the meeting. Absentee ballots in writing or by electronic transmission to AOR will not count toward a quorum on any other business to come up at the meeting. The Board of Directors may, at any regular or special meeting of the Board of Directors at which a quorum is present, approve amendments to the Bylaws which are mandated by NAR Policy.

**Section 3. Notice.** Notice of all meetings at which amendments are to be considered shall be sent

to every member eligible to vote at least twenty-one (21) days prior to the meeting.

**Section 4. Approval of Amendments by NAR.** Amendments to these Bylaws affecting the admission or qualification of REALTOR® and Institute Affiliate members, the use of the term REALTOR® and REALTORS®, or any alteration in the territorial jurisdiction of the AOR shall become effective upon their approval as authorized by the Board of Directors of NAR.

## **ARTICLE XVI – DISSOLUTION**

**Section 1. Dissolution.** Upon the dissolution or winding up of affairs of the AOR, the Board of Directors, after providing for the payment of all obligations, shall distribute any remaining assets to C.A.R. or, within its discretion, to any other non-profit tax-exempt organization.

## **ARTICLE XVII - MULTIPLE LISTING SERVICE**

**Section 1. Authority and Governing MLS Rules.** The AOR may maintain for the use of licensed real estate brokers and salespersons, and licensed or certified appraisers, a Multiple Listing Service ("MLS") which shall be subject to the Bylaws of the AOR, the *California Model MLS Rules* as from time to time amended by C.A.R., which are hereby incorporated by reference and such additional local MLS Rules and Regulations as may be hereinafter adopted by the Board of Directors. In the event of a conflict between the *California Model MLS Rules* and the local MLS Rules and Regulations, the local MLS Rules and Regulations will control.

**Section 2. Purpose.** A Multiple Listing Service is a means by which authorized MLS broker participants establish legal relationships with other participants by making a blanket unilateral contractual offer of compensation and cooperation to other broker participants; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals and other valuations of real property; by which participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information among the participants so that they may better serve their clients and the public.

**Section 3. MLS Committee.** The AOR President shall appoint, subject to the confirmation of the Board of Directors, an MLS Committee of REALTOR® members. All members of the committee shall be MLS participants or subscribers. The President shall select the MLS Committee chair and vice chair from among the MLS Committee members. The actions of the MLS Committee are subject to the approval of the Board of Directors.

**Section 4. Access to Comparable and Statistical Information.** Providing the MLS generates such publications, AOR members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, information other than current listing information that is generated wholly or in part by the MLS including "comparable" information, "sold" information and statistical reports. This information is provided for the exclusive use of AOR members and individuals affiliated with AOR members who are also engaged in the real estate business. Except as otherwise specified in the MLS Rules and Regulations, this information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm. AOR members who receive such information are subject to the applicable provisions of the MLS Rules and Regulations whether they participate in the MLS or not.

## EXHIBIT A-GOVERNANCE

The Officers and the Board of Directors (BoD) will consist of the following:

### 2020-The BoD will consist of 17 members

#### Officers

Co-Presidents: Tim Comstock & Michael Hanley (2 directors)

President-Elect: Sher Heard (1 director)

First Vice President: Nicholas Gough (1 director)

Co-Treasurers: Barbara Radke & Juliet Esquibias (2 directors)

Co-Immediate Past Presidents: Jorge DeLeon & Elizabeth Parvex (2 directors)

#### Directors

All of the Officers (8 directors)

Four (4) directors appointed from CSMAR

Charles Lech

Jason Lieberman

Lisa Morrison

Paula Whitman

Four (4) directors appointed from VCCAR

Armani Amezcua

Rebeca Elliott

Bridget Goncalves

Jim Keith

One (1) person appointed by the BoD, as the Affiliate Director

### 2021-The BoD will consist of 15 members

Officers

President: Sher Heard

President Elect: (To be elected)

First Vice-President (To be elected)

Treasurer: (Appointed by BoD)

Co-Immediate Past Presidents: Tim Comstock & Michael Hanley

Directors

The 2021 officers. (6)

Eight (8) persons elected by Members.

One (1) person appointed by the BoD, as the Affiliate Director

2022 and Continuing Thereafter-The BoD will consist of 14 members

Officers

President: (the immediately prior President Elect)

President Elect: (To be elected)

First Vice-President (To be elected)

Treasurer: (Appointed by BoD)

Immediate Past President: Sher Heard

Directors

The 2022 officers. (5)

Eight (8) persons elected by Members.

One (1) person appointed by the BoD, as the Affiliate Director