



Bylaws

Adopted October 12, 2023

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**Bylaws of the
Greater Tulsa Association of REALTORS®, Inc.**

(Adopted October 12, 2023)

Article I – Name

Section 1. Name The name of this organization shall be the Greater Tulsa Association of REALTORS®, Inc., an Oklahoma corporation, hereinafter referred to as the “Association” or “GTAR”.

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

Article II – Objectives

The objectives of the Association are:

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

Section 2. To promote and maintain high standards of conduct in the real estate profession as expressed in the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®.

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

Section 4. To further the interests of home and other real property ownership.

Section 5. To unite those engaged in the real estate profession in this community with the Oklahoma Association of REALTORS® (“OAR”) and the NATIONAL ASSOCIATION OF REALTORS®, thereby furthering their own objectives throughout the state and nation, and obtaining the benefits and privileges of membership therein.

Section 6. To designate, for the benefit of the public, individuals authorized to use the terms REALTOR® and REALTORS® as licensed, prescribed, and controlled by the NATIONAL ASSOCIATION OF REALTORS®.

Article III – Jurisdiction

Section 1. The territorial jurisdiction of the Association as a Member of the NATIONAL ASSOCIATION OF REALTORS® is:

All of Muskogee County, Oklahoma; all of Tulsa County, Oklahoma; all of Rogers County, Oklahoma; all of Wagoner County, Oklahoma; Mounds, Sapulpa and Kellyville Townships and Sections 1,2, 11, 12, 25, and 36 and that part of Section 24 lying Southerly of Cimarron River, all in Township 19 North, Range 7 East of the I.B.M. and all of Township 19 North, Range 8 East of the I.B.M., and all of Township 19 North, range 9 East of the I.B.M., of Mannford Township, all in Creek County, Oklahoma; all of Township 20 North, Range 8 East of the I.B.M. of House Creek Township and that part of Township 20 North, Range 9 East of the I.B. M. and that part of Township 20 North, Range 10 East of the I.B.M. of Cimarron Township; Sections 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, and 36, of Township 21 North, Range 7 East of the I.B.M., and that part of Township 21 North, Range 8 East of the I.B.M., and that part of Township 21 North, Range 9 East of the I.B.M. of Jordan Valley Township, all in Pawnee County, Oklahoma; Black Dog Township; that part of Township 20 North, Range 9 East of the I.B.M., and that part of Township 21 North, Range 7 East of the I.B.M., and that part of Township 21 North, Range 8 East of the I.B.M., and that part of Township 21 North, Range 9 East of the I.B.M., and that part of Township 22 North, Range 7 East of the I.B.M., and that part of Township 22 North, Range 8 East of the I.B.M., and all of Township 22 North, Range 9 East of the I.B.M., and all of Township 23 North, Range 8 East of the I.B.M. and all of Township 23 North, Range 9 East of the I.B.M., Range 10 East of the I.B.M., Range 11 East of the I.B.M., Range 12 East of the I.B.M., of Hominy Township, all in Osage County, Oklahoma. Along with all of Cherokee County, All of Adair County, All of Okmulgee County, All of Mayes County except Section 15, 1, 2, 3, 10, 11, 12, 13 and 14, Township 23, Range 21 of Mayes County, All of Creek County except the northern borders of Payne and Creek Counties from Hwy OK 108 north of Glencoe eastward and southward to the northeastern corner of Sec. 3-T19N-R7E, Creek County. From the northeast corner of Sec. 3-T19N-R7E, the northern boundary runs southward to the southeast corner of Sec. 34-T-19N-R7E, then eastward along an East-West line to Hwy OK 48 at the southeast corner of Sec. 31-T19N-R9E. Eastern Boundary lies along Hwy OK 48 from the southeast corner of Sec 31-19N-R9E to its intersection with Hwy US 66 near the south side of Bristow. Southern Boundary lies along Hwy US 66 from Bristow to Chandler, Western Boundary lies along Hwy OK 18 from Chandler to the intersection of OK 18 with Hwy OK 33 west of Cushing; then follows along OK 33 westward to Hwy OK 108 south of Ripley; then northward OK 108 to the northern border of Payne County, north of Glencoe. Including the corporate cities of Bristow and Chandler. All of Washington and Nowata Counties and that part of Osage County described as follows: Northern Boundary -- Oklahoma-Kansas state line; Eastern Boundary -- division line between Osage and Washington counties; Southern Boundary -- division line between Townships 23 and 24 North; Western Boundary -- division line between Range 7 and 8 east of the Indian Meridian.

Section 2. Territorial jurisdiction is defined to mean:

(a) The right and duty to control the use of the terms REALTOR® and REALTORS®, subject to the conditions set forth in these Bylaws and those of the NATIONAL ASSOCIATION OF REALTORS®, in return for which the Association agrees to protect and safeguard the property rights of the National Association in the terms.

Article IV – Membership

Section 1. There shall be eight classes of members, as follows.

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

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

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

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

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

(3) Franchise REALTOR® Membership. Corporate officers (who may be licensed or unlicensed) of a real estate brokerage franchise organization with at least one hundred fifty (150) franchisees located within the United States, its insular possessions and the commonwealth of Puerto Rico, elected to membership pursuant to the provisions in the NAR *Constitution and Bylaws*. Such individuals shall enjoy all of the rights, privileges, and obligations of REALTOR® membership (including compliance with the Code of Ethics) except: obligations related to Association-mandated education, meeting attendance, or indoctrination classes or other similar requirements; the right to use the term REALTOR® in connection with their franchise organization's name; and the right to hold elective office in the local Association, state Association, and National Association. (Adopted 1/96)

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

(5) Designated REALTOR® Members. Each firm (or office in the case of firms with multiple office locations) shall designate in writing one REALTOR® member who shall be responsible for all duties and obligations of membership, including the obligation to arbitrate (or to mediate if required by the Association) pursuant to Article 17 of the Code of Ethics and the payment of Association dues as established in Article X of the Bylaws. The "Designated REALTOR®" must be a sole proprietor, partner, corporate officer, or branch office manager acting on behalf of the firm's principal(s), and must meet all other qualifications for REALTOR® membership established in Article V, Section 2 of the Bylaws.

(b) Institute Affiliate Members. Institute Affiliate members shall be individuals who hold a professional designation awarded by an Institute, Society, or Council affiliated with the NATIONAL ASSOCIATION OF REALTORS® that addresses a specialty area other than residential brokerage or individuals who otherwise hold a class of membership in such Institute, Society, or Council that confers the right to hold office. Any such individual, if otherwise eligible, may elect to hold REALTOR® or REALTOR-ASSOCIATE® membership, subject to payment of applicable dues for such membership.

(c) Principal Firm Affiliate and Additional Firm Affiliate Members. Principal Firm Affiliate Members shall be members whose firm, while not engaged in the real estate profession as defined in paragraph (a) or (b) or (d) of this section, or who do not otherwise qualify under Article V offers products and/or services related to the real estate industry, provided such products and/or services are on a non-discriminatory basis and available to all members, has interests requiring information concerning real estate and is in agreement with the objectives of GTAR, and has offices located within the State of Oklahoma. Principal Firm Affiliate Members may also be associated with firms that are engaged in financing. In the event the Principal Firm Affiliate Member ceases to be associated with the firm, the individual's Principal Firm Affiliate membership shall be transferred to another member of the firm. Appointments of the Principal Firm Affiliate Member shall be at the discretion of the firm. Additional Firm Affiliate Members shall be employees or independent contractors affiliated with the Principal Firm Affiliate Member's firm who desire membership in GTAR. Additional Firm Affiliate Members shall meet the same criteria as the Principal Firm Affiliate Member.

(d) REALTOR-ASSOCIATE® Members. REALTOR-ASSOCIATE® Members shall be individuals who are engaged in the real estate profession other than as principals, partners, corporate officers, or branch office managers and do not qualify for or seek REALTOR® membership as described in Article IV, Section 1(a). Licensed salespersons and other associates of a real estate office shall be eligible for REALTOR-ASSOCIATE® membership if they are employed by, or affiliated as an independent contractor with, a REALTOR® Member as provided in this Article. REALTOR-ASSOCIATE® Members may apply for REALTOR® membership by meeting the requirements for such membership set out in Article V.

1. Primary and secondary REALTOR-ASSOCIATE® Members. An individual is a primary member if GTAR pays state and National dues based on such Member. An individual is a secondary Member if state and National dues are remitted through another Board. One of the principals in a real estate firm must be a Designated REALTOR® member of the Board in order for licensees affiliated with the firm to select the Board as their “primary” Board.

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

(f) Honorary Members/GTAR Life Member. Honorary members shall be individuals not engaged in the real estate profession who have performed notable service for the real estate profession, for the Association, or for the public.

GTAR Life Members shall be individuals so designated by the majority approval of the GTAR Board of Directors, herein after referred to as “Board of Directors.” Such designations are in recognition of extensive commitment to the Association. Must have held membership in a local Association for at least 30 cumulative years as a REALTOR® or REALTOR-ASSOCIATE® and has served in various capacities

in GTAR. Additional involvement in the State and National Association will also be taken into consideration.

Process: Nominations are reviewed by the Life Member Committee that meets once per year or as otherwise needed. Local Association dues are waived for Life Members.

(g) Student Members. Student members shall be individuals who are seeking an undergraduate or graduate degree with a specialization or major in real estate at institutions of higher learning, and who have completed at least two years of college and at least one college-level course in real estate, but are not engaged in the real estate profession on their own account or not associated with an established real estate office.

(h) Commercial Affiliate Member. A commercial affiliate member shall be a licensee whose firm is primarily engaged in commercial real estate activities, products, and/or services. These activities, services, and products are provided on a non-discriminatory basis. These licensees have interests in commercial real estate, and is in agreement with the objectives of GTAR.*

*NOTE: This membership class shall have restrictions as outlines in the Greater Tulsa Association of REALTORS® policies as adopted by the Greater Tulsa Association of REALTORS® Board of Directors.

Article V – Qualification and Election

Section 1. Application

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

Section 2. Qualification

(a) An applicant for REALTOR® membership who is a sole proprietor, partner, corporate officer, or branch office manager of a real estate firm shall supply evidence satisfactory to the Association, through its membership committee or otherwise, that he/she is actively engaged in the real estate profession, and maintains a current, valid real estate broker's or salesperson's license or is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, has a place of business within the state or a state contiguous thereto (unless a secondary member), has no record of recent or

pending bankruptcy*, has no record of official sanctions involving unprofessional conduct**, agrees to complete a course of instruction covering the Bylaws and rules and regulations of the Association, the Bylaws of the State Association, and the *Constitution and Bylaws* and Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, and shall pass such reasonable and nondiscriminatory written examination thereon, as may be required by the committee, and shall agree that if elected to membership, he/she will abide by such *Constitution*, Bylaws, rules and regulations, and Code of Ethics.

* If the applicant or the applicant's real estate firm is named as a debtor in such bankruptcy proceeding, membership may not be denied unless the Board establishes that its interests and those of its members and the public could not be adequately protected by requiring that the applicant pay cash in advance for Association dues and MLS fees for up to one (1) year from the date that membership is approved. In the event that an existing member initiates bankruptcy proceedings, the member may be placed on a "cash basis" from the date that bankruptcy is initiated until one (1) year from the date that the member has been discharged from bankruptcy.

**The Association may only consider civil judgments imposed within the past seven (7) years involving judgments of (1) civil rights laws, (2) real estate license laws, and (3) or other laws prohibiting unprofessional conduct against the applicant rendered by the courts or other lawful authorities. The Association may only consider criminal convictions as provided for under Oklahoma Law and Oklahoma Real Estate Commissions Rules as amended from time to time.

(b) Individuals who are actively engaged in the real estate profession other than as sole proprietors, partners, corporate officers, or branch office managers, in order to qualify for REALTOR® membership, shall at the time of application be associated either as an employee or as an independent contractor with a designated REALTOR® member of the Association or a designated REALTOR® member of another association (if a secondary member) and must maintain a current, valid real estate broker's or salesperson's license or be licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, has no record of official sanctions involving unprofessional conduct*, shall complete a course of instruction covering the Bylaws and rules and regulations of the Association, the Bylaws of the State Association, and the *Constitution and Bylaws* and Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, and shall pass such reasonable and nondiscriminatory written examinations thereon as may be required by the membership committee, and shall agree in writing that if elected to membership he/she will abide by such *Constitution*, Bylaws, rules and regulations, and the Code of Ethics.

* The Association may only consider civil judgments imposed within the past seven (7) years involving judgments of (1) civil rights laws, (2) real estate license laws, and (3) or other laws prohibiting unprofessional conduct against the applicant rendered by the courts or other lawful authorities. The Association may only consider criminal convictions as provided for under Oklahoma Law and Oklahoma Real Estate Commissions Rules as amended from time to time.

(c) An applicant for REALTOR-ASSOCIATE® membership shall supply evidence to the Membership Committee that he/she is actively engaged in the real estate profession and is employed by a REALTOR® or affiliated with a REALTOR® as an independent contractor; must maintain a current active real estate broker's or salesperson's license or be licensed or certified by the State of Oklahoma to engage in the appraisal of real property, has no record of official sanctions involving unprofessional conduct** shall complete a course of instruction covering the Bylaws and Rules and Regulations of the Board, the Bylaws of the state Association, and the Constitution and Bylaws and Code of Ethics of NAR, and shall agree in writing that he/she will abide by the Bylaws, and Rules and Regulations of GTAR; Constitutions, Bylaws and Rules and Regulations of OAR and NAR, and Code of Ethics of NAR.

** The Association may only consider civil judgments imposed within the past seven (7) years involving judgments of (1) civil rights laws; (2) real estate license laws; (3) or other laws prohibiting unprofessional conduct against the applicant rendered by the courts or other lawful authorities. The Association may only consider criminal convictions as provided for under Oklahoma Law and Oklahoma Real Estate Commissions Rules as amended from time to time.

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

1. All final findings of Code of Ethics violations and violations of other membership duties in this or any other REALTOR® 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 this or any other REALTOR® association or REALTOR® association MLS
6. Any misuse of the term REALTOR® or REALTORS® in the name of the applicant's firm

"Provisional" membership may be granted in instances where ethics complaints or arbitration requests (or hearings) are pending in other associations or where the applicant for membership has unsatisfied discipline pending in another association (except for violations of the Code of Ethics), provided all other qualifications for membership have been satisfied. Associations may reconsider the membership status of such individuals when all pending ethics and arbitration matters (and related discipline) have been resolved or if such matters are not resolved within six (6) months from the date that provisional membership is approved. Provisional members shall be considered REALTORS® and shall be subject to all of the same privileges and obligations of REALTOR® membership. If a member resigns from another association with an ethics complaint or arbitration request pending, the Association may condition membership on the applicant's certification that he/she will submit to the pending ethics or arbitration proceeding (in accordance with the established procedures of the Association to which the applicant has made application) and will abide by the decision of the hearing panel.

Section 3. Election

The procedure for election to membership shall be as follows.

(a) The chief executive officer (or duly authorized designee) shall determine whether the applicant is applying for the appropriate class of membership. If the Association has adopted provisional membership, applicants for REALTOR® membership may 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 final review of the application by the Board of Directors.

(b) 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 180 days from the Association's receipt of their application, membership may, at the discretion of the Board of Directors, be terminated. The Board of Directors shall vote on the applicant's eligibility for membership. If the applicant receives a majority vote of the Board of Directors, he/she shall be declared elected to membership and shall be advised by written notice.

(c) The Board of Directors may not reject an application without providing the applicant with advance notice of the findings, 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 the application should be rejected, it shall record its reasons with the chief staff executive (or duly authorized designee). If the Board of Directors believes that denial of membership to the applicant may become the basis of litigation and a claim of damage by the applicant, it may specify that denial shall become effective upon entry in a suit by the Association for a declaratory judgment by a court of competent jurisdiction of a final judgment declaring that the rejection violates no rights of the applicant.

Section 4. New Member Code of Ethics Orientation

Applicants for REALTOR® membership and provisional REALTOR® members (where applicable) shall complete an orientation program on the Code of Ethics of not less than two (2) hours and thirty (30) minutes of instructional time. This requirement does not apply to applicants for REALTOR® membership or provisional members who have completed comparable orientation in another association, provided that REALTOR® membership has been continuous, or that any break in membership is for one (1) year or less.

Failure to satisfy this requirement within 90 days of the date of application (or, alternatively, the date that provisional membership was granted), will result in denial of the membership application or termination of provisional membership. The application fee and dues paid shall be nonrefundable.

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

Section 5. REALTOR® Code of Ethics Training

Effective January 1, 2019, through December 31, 2021, and for successive three (3) year periods thereafter, each REALTOR® member of the Association (with the exception of REALTOR® members granted REALTOR® Emeritus status by the National Association) shall be required to complete ethics training of not less than two (2) hours and thirty (30) minutes of instructional time. This requirement will be satisfied upon presentation of documentation that the member has completed a course of instruction conducted by this or another association, the State Association of REALTORS®, the NATIONAL ASSOCIATION OF REALTORS®, or any other recognized educational institution or provider which meets the learning objectives and minimum criteria established by the NATIONAL ASSOCIATION OF REALTORS® from time to time. REALTOR® members who have completed training as a requirement of membership in another association and REALTOR® members who have completed the New Member Code of Ethics Orientation during any three (3)-year cycle shall not be required to complete additional ethics training until a new three (3)-year cycle commences.

Failure to satisfy the required periodic ethics training shall be considered a violation of a membership duty. Failure to meet the requirement in any three (3)-year cycle will result in suspension of membership for the first two months (January and February) of the year following the end of any three (3)-year cycle or until the requirement is met, whichever occurs sooner. On March 1 of that year, the membership of a member who is still suspended as of that date will be automatically terminated.

Section 6. Status Changes

(a) A REALTOR® who changes the conditions under which he/she holds membership shall be required to provide written notification to the Association within 30 days of such change. A REALTOR® (non-principal) who becomes a principal in the firm with which he/she has been licensed or, alternatively, becomes a principal in a new firm which will be comprised of REALTOR® principals may be required to satisfy any previously unsatisfied membership requirements applicable to REALTOR® (principal) members but shall, during the period of transition from one status of membership to another, be subject to all of the privileges and obligations of a REALTOR® (principal). If the REALTOR® (non-principal) does not satisfy the requirements established in these Bylaws for the category of membership to which they have transferred within 30 days of the date they advised the Association of their change in status, their new membership application will terminate automatically unless otherwise so directed by the Board of Directors.

A REALTOR® (or REALTOR-ASSOCIATE®, where applicable) who is transferring his/her license from one firm comprised of REALTOR® principals to another firm comprised of REALTOR® principals shall be subject to all of the privileges and obligations of membership during the period of transition. If the transfer is not completed within 10 days of the date the Association is advised of the disaffiliation with the current firm, membership will terminate automatically unless otherwise so directed by the Board of Directors.

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

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

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

Section 7. Resignation, Termination and Reinstatement

(a) Changes in classification of membership may be initiated by a member who shall apply to the Membership Committee, which shall make its recommendation to the Board of Directors for final disposition.

(b) When a member no longer possesses the necessary qualifications for his/her membership classification, the Board of Directors, upon recommendation of the Membership Committee, may require such member to reapply for the proper classification. Upon failure of the member to reapply for the proper classification, his/her membership may be terminated by the Board of Directors.

(c) When a REALTOR® Member resigns his/her REALTOR® membership and within sixty (60) days applies for REALTOR-ASSOCIATE® membership, the processing fee for REALTOR-ASSOCIATE® membership shall be waived, provided the member is eligible for REALTOR-ASSOCIATE® membership.

(d) A REALTOR-ASSOCIATE® or Institute Affiliate Member who desires a change in membership classification shall receive credit for any application fee paid for the former membership classification if

application for the change of membership classification is made within thirty (30) days of release or resignation of the former membership classification.

(e) The REALTOR-ASSOCIATE® membership of an individual shall terminate when he/she ceases to be employed by his/her sponsoring REALTOR® or ceases to be affiliated with his/her sponsoring REALTOR® as an independent contractor.

(f) If any REALTOR® Member ceases to be a member of GTAR and wishes to be reinstated, he/she shall make application as provided in Article V. If the application for reinstatement is within the same fiscal year that REALTOR® membership in GTAR ceased, the former member shall pay a reinstatement fee in lieu of application fee. The Membership Committee may waive any of the requirements of Article V except publication to the voting membership. The waiver of any requirements must be approved by majority vote of the Board of Directors.

(g) A former REALTOR® Member whose membership was terminated for nonpayment of dues, fees, fines, or other assessments who wishes to be reinstated shall make application as provided in Article V and shall meet the conditions set forth in Article X of these Bylaws. The Membership Committee may waive any of the requirements of Article V except publication to the voting membership. The waiver of any requirements must be approved by majority vote of the Board of Directors.

Article VI – Privileges and Obligations

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

Section 2. Any member of the Association may be reprimanded, fined, placed on probation, suspended, or expelled by the Board of Directors for a violation of these Bylaws, after a hearing conducted by the OAR as provided in the *Code of Ethics and Arbitration Manual* of NAR. Although members other than REALTORS® are not subject to the Code of Ethics, nor its enforcement by the Association, such members are encouraged to abide by the principles established in the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS® and conduct their business and professional practices accordingly. Further, members other than REALTORS® may, upon recommendation of the membership committee, or upon recommendation by a hearing panel of OAR or the professional standards committee of the Association, be subject to discipline as described above, for any conduct, which in the opinion of the Board of Directors, applied on a nondiscriminatory basis, reflects adversely on the terms REALTOR® or REALTORS®, and the real estate industry, or for conduct that is inconsistent with or adverse to the objectives and purposes of the local Association, the State Association, and the NATIONAL ASSOCIATION OF REALTORS®.

Section 3. Any REALTOR® member of the Association may be disciplined by the Board of Directors for violations of the Code of Ethics or other duties of membership, after a hearing as described in the *Code of Ethics and Arbitration Manual* of the NAR, provided that the discipline imposed is consistent with the discipline authorized by the Professional Standards Committee of the NATIONAL ASSOCIATION OF REALTORS® as set forth in the *Code of Ethics and Arbitration Manual* of the National Association.

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

to reapply for membership upon payment in full of all such monies owed.

Section 5. If a member resigns from the Association or otherwise causes membership to terminate with an ethics complaint pending, the complaint shall be processed until the decision of the Association with respect to disposition of the complaint is final by this Association (if respondent does not hold membership in any other association) or by any other association in which the respondent continues to hold membership. If an ethics respondent resigns or otherwise causes membership in all Boards to terminate before an ethics complaint is filed alleging unethical conduct occurred while the respondent was a REALTOR®, the complaint, once filed, shall be processed until the decision of the Association with respect to disposition of the complaint is final. In any instance where an ethics hearing is held subsequent to an ethic respondent's resignation or membership termination, any discipline ratified by the Board of Directors shall be held in abeyance until such time as the respondent rejoins an Association of REALTORS®.

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

Section 6. REALTOR® Members REALTOR® members, whether primary or secondary, in good standing are entitled to vote and to hold elective office in the Association; and may use the terms REALTOR®. For purposes of this section, the term 'good standing' means the member satisfies the "Obligation of REALTOR® Membership", is current with all financial and disciplinary obligations to the Association and MLS Technology, Inc. ("MLS Tech"), has completed any new member requirements, and complies with NAR's trademark rules.

It shall be the duty and responsibility of every REALTOR® member of this Association to safeguard and promote the standards, interests, and welfare of the Association and the real estate profession., and to protect against conduct that may cause a lack of public confidence in the real estate profession or in REALTORS®. REALTOR® members also must abide by the governing documents and policies of the Association, the State Association, and the NATIONAL ASSOCIATION OF REALTORS®, as well as the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, including the duty to mediate and arbitrate controversies arising out of real estate transactions as specified by Article 17 of the Code of Ethics, and in accordance with the procedures set forth in the Code of Ethics and Arbitration Manual.

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

(a) If a REALTOR® member is a sole proprietor in a firm, a partner in a partnership or an officer in a corporation, and is suspended or expelled, the firm, partnership or corporation shall not use the terms REALTOR® or REALTORS® in connection with its business during the period of suspension, or until readmission to REALTOR® membership, or unless connection with the firm, partnership or corporation is severed, or management control is relinquished, whichever may apply. The membership of all other principals, partners, or corporate officers shall suspend or terminate during the period of suspension of the disciplined member, or until readmission of the disciplined member or unless connection of the disciplined member with the firm, partnership, or corporation is severed, or unless the REALTOR® who is suspended or expelled removes himself/herself from any form or degree of management control of the firm for the term of the suspension or until readmission to membership, whichever may apply. Removal

of an individual from any form or degree of management control must be certified to the Association by the member who is being suspended or expelled and by the individual who is assuming management control, and the signatures of such certification must be notarized. In the event the suspended or expelled member is so certified to have relinquished all form or degree of management control of the firm, the membership of other partners, corporate officers, or other individuals affiliated with the firm shall not be affected, and the firm, partnership or corporation may continue to use the terms REALTOR® and REALTORS® in connection with its business during the period of suspension or until the former member is admitted to membership in the Association. The foregoing is not intended to preclude a suspended or expelled member from functioning as an employee or independent contractor, providing no management control is exercised. Further, the membership of REALTORS® other than principals who are employed or affiliated as independent contractors with the disciplined member shall suspend or terminate during the period of suspension of the disciplined member or until readmission of the disciplined member, or unless connection of the disciplined member with the firm, partnership, or corporation is severed, or management control is relinquished, or unless the REALTOR® member (non-principal) elects to sever his/her connection with the REALTOR® and affiliate with another REALTOR® member in good standing in the Association, whichever may apply.

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

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

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

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 8. Principal Firm Affiliate and Additional Firm Affiliate Members Principal Firm Affiliate and Additional Firm Affiliate members shall have rights and privileges and be subject to obligations prescribed by the Board of Directors.

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

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

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

Section 12. Certification by REALTOR® "Designated" REALTOR® members shall notify the Association of any additional individual(s) licensed or certified with the firm(s) within thirty (30) days of the date of affiliation or severance of the individual.

Section 13. Legal Liability Training Within three (3) years of the date of election to membership, and every three (3) years thereafter, each REALTOR® member of the Association shall be required to demonstrate that they have completed a course of instruction on antitrust laws, agency laws, civil rights laws or the REALTORS® Code of Ethics, its interpretation and meaning and/or the procedures related to its enforcement.

This requirement will be considered satisfied upon presentation of evidence that the member has completed an educational program conducted by another Member Board, the State Association of REALTORS®, the NATIONAL ASSOCIATION OF REALTORS® or any of its affiliated Institutes, Societies or Councils, or any other recognized educational institution which, in the opinion of the Board of Directors, is an adequate substitute for the training programs conducted by the Association.

Failure to satisfy this requirement will result in membership being suspended from the date it otherwise would be renewed until such time that the member provides evidence of completion of the aforementioned educational requirements.

NOTE: Any education requirement must comply with [Interpretation No. 37 of Article I, Section 2, Bylaws, NATIONAL ASSOCIATION OF REALTORS®](#).

Section 14. Harassment

Any member of GTAR may be reprimanded, placed on probation, suspended or expelled for harassment of a GTAR employee or an employee of a GTAR subsidiary or officer or director after an investigation in accordance with the established procedures of GTAR. As used in this section, harassment shall include any verbal, electronic, digital 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 GTAR. Disciplinary action may include any sanction authorized in the NAR's 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.

Article VII – Professional Standards and Arbitration

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

Section 2. It shall be the duty and responsibility of every REALTOR® member of this Association to abide by the Bylaws of the Association, the Constitution and Bylaws of the State Association, the *Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS®*, and to abide by the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, including the duty to first mediate, and if not resolved to arbitrate controversies arising out of real estate transactions as specified by Article 17 of

the Code of Ethics, and as further defined and in accordance with the procedures set forth in the Code of Ethics and Arbitration Manual of , the NATIONAL ASSOCIATION OF REALTORS®, as from time to time amended.

Article VIII – Use of the Terms REALTOR® and REALTORS®

Section 1. Use of the terms REALTOR® and REALTORS® by members shall, at all times, be subject to the provisions of the *Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS®* and to the Rules and Regulations prescribed by its Board of Directors. The Association shall have the authority to control, jointly and in full cooperation with the NATIONAL ASSOCIATION OF REALTORS®, 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 NAR’s Code of Ethics and Arbitration Manual.

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

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

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

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

Article IX – State and National Memberships

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

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

imposed upon the terms.

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

Article X – Dues and Assessments

Section 1. Application Fee The Board of Directors may adopt an application fee for REALTOR® membership in reasonable amount, not exceeding three (3) times the amount of the annual dues for REALTOR® membership, which shall be required to accompany each application for REALTOR® membership and which shall become the property of the Association upon final approval of the application.

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

(a) REALTOR® Members. The annual dues of each designated REALTOR® member shall be in such amount as established annually by the Board of Directors, plus an additional amount to be established annually by the Board of Directors times the number of real estate salespersons and licensed or certified appraisers and certified appraiser trainees who (1) are employed by or affiliated as independent contractors, or who are otherwise directly or indirectly licensed with such REALTOR® member, and (2) are not REALTOR® members of any association in the state or a state contiguous thereto or Institute Affiliate members of the Association. In calculating the dues payable to the Association by a designated REALTOR® member, non-member licensees as defined in (1) and (2) of this paragraph shall not be included in the computation of dues if the designated REALTOR® has paid dues based on said non-member licensees in another association in the state or a state contiguous thereto, provided the designated REALTOR® notifies the Association in writing of the identity of the association to which dues have been remitted. In the case of a designated REALTOR® member in a firm, partnership, or corporation whose business activity is substantially all commercial, any assessments for non-member licensees shall be limited to licensees affiliated with the designated REALTOR® (as defined in (1) and (2) of this paragraph) in the office where the designated REALTOR® holds membership, and any other offices of the firm located within the jurisdiction of this Association.

(1) For the purpose of this section, a REALTOR® member of a Member Board shall be held to be any member who has a place or places of business within the state or a state contiguous thereto and who, as a principal, partner, corporate officer, or branch office manager of a real estate firm, partnership, or corporation, is actively engaged in the real estate profession as defined in Article III, Section 1 of the Constitution of the NATIONAL ASSOCIATION OF REALTORS®. An individual shall be deemed to be licensed with a REALTOR® if the license of the individual is held by the REALTOR®, or by any broker who is licensed with the REALTOR®, or by any entity in which the REALTOR® has a direct or indirect ownership interest and which is engaged in other aspects of the real estate business (except as provided for in Section 2(a)(1) hereof) provided that such licensee is not otherwise included in the computation of dues payable by the principal, partner, corporate officer, or branch office manager of the entity.

A REALTOR® with a direct or indirect ownership interest in an entity engaged exclusively in soliciting and/or referring clients and customers to the REALTOR® for consideration on a substantially exclusive basis shall annually file with the Association on a form approved by the Association a list of the licensees affiliated with that entity and shall certify that all of the licensees affiliated with the entity are solely engaged in referring clients and customers and are not engaged in listing, selling, leasing, renting,

managing, counseling, or appraising real property. The individuals disclosed on such form shall not be deemed to be licensed with the REALTOR® filing the form for purposes of this section and shall not be included in calculating the annual dues of the designated REALTOR®. *Designated REALTORS® shall notify the Association within three (3) days of any change in status of licensees in a referral firm.*

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

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

(b) REALTOR® Members. The annual dues of REALTOR® members other than the designated REALTOR® shall be as established annually by the Board of Directors.

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

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

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

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

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

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

Section 3. Dues Payable

The dues set forth in Section 2 of this Article are payable annually in advance of the next calendar year. Dues are due on November 30. A late fee will be assessed on any unpaid dues effective December 1. During the month of December, applicants for membership shall pay the annual dues for the next calendar year. The billing schedule for Firm Affiliate Members will be from October 1 through September 30, the following year.

(a) Designated REALTOR®. The Designated REALTOR® must account for all licensees associated with his/her firm as defined in Section 2(a).

(b) REALTOR® Reinstatement. During the month of December, any REALTOR® who reinstates membership with another Designated REALTOR® shall pay the full annual dues for the next calendar year prior to reinstatement of membership in GTAR.

(c) REALTOR-ASSOCIATE® Reinstatement. During the month of December, any REALTOR-ASSOCIATE® who reinstates membership with another Designated REALTOR® shall pay the full annual dues for the next calendar year prior to reinstatement of membership in GTAR.

(d) Non-member Assessment. When a sales licensee or licensed or certified appraiser or licensed trainee appraiser who holds REALTOR® or REALTOR-ASSOCIATE® membership is dropped for nonpayment of GTAR dues, and that individual remains licensed with the Designated REALTOR®'s firm, the dues obligation of the Designated REALTOR® [as set forth in Article X, Section 5(a)] will be increased to reflect the addition of a non-member licensee. The non-member assessment shall not be prorated and shall be calculated from the first day of the current fiscal year.

(e) NAR Emeriti, NAR Past Presidents, and NAR Distinguished Service Award. The dues of Members who are NAR REALTOR® Emeriti, NAR Past Presidents or recipients of NAR's Distinguished Service Award shall be determined by the Board of Directors. This provision shall not affect a Designated REALTOR®'s dues obligation to GTAR with respect to those licensees employed by or affiliated with the Designated REALTOR®.

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

Section 4. Proration of Dues

(a) REALTOR®. Annual dues of new REALTOR® Members shall be prorated on a monthly basis to begin on the first day of the month in which the new REALTOR® Member is notified of admission to GTAR.

(b) REALTOR-ASSOCIATE®. Annual dues of new REALTOR-ASSOCIATE® Members shall be prorated on a monthly basis to begin on the first day of the month in which the license of the REALTOR-ASSOCIATE® Member is issued to his/her broker. A REALTOR-ASSOCIATE® Member who changes membership to that of a REALTOR® Member shall be given credit on a prorated basis for the dues paid as a REALTOR-ASSOCIATE® Member.

(c) **Other.** Annual dues of other membership classifications (except for Institute Affiliate Members) shall be prorated on a monthly basis to begin on the first day of the month in which the new member is notified of admission to GTAR.

Section 5. Nonpayment of Financial Obligations Written notices of all dues, fees, fines, assessments or other financial obligations shall be sent to the Designated REALTOR®. The notice shall state the amount owed and the due date. A reasonable late fee shall be assessed against members who have not paid dues, fees, fines and other assessments. If dues, fees, fines, or other assessments including amounts owed to the association or MLS Tech are not paid within one (1) month after the due date, the nonpaying Member is subject to suspension at the discretion of the Board of Directors. Two (2) months after the due date, membership of the nonpaying member may be terminated at the discretion of the Board of Directors. Three (3) months after the due date, membership of the nonpaying Member shall automatically terminate unless within that time the amount due is paid. However, no action shall be taken to suspend or expel a member for nonpayment of disputed amounts until the accuracy of the amount owed has been confirmed by the Board of Directors. The Board of Directors, by majority vote may grant additional 30-day extensions for good cause shown.

A former member who has had his/her membership terminated for nonpayment of dues, fees, fines, or other assessments duly levied in accordance with the provisions of these Bylaws or the provisions of other rules and regulations of the Association or any of its services, departments, divisions, or subsidiaries may apply for reinstatement in a manner prescribed for new applicants for membership, after making payment in full of all accounts due as of the date of termination.

NOTE: In the event a Designated REALTOR® membership is terminated, members affiliated with the Designated REALTOR® shall lose their membership status.

Section 6. Deposits and Expenditures All monies received by GTAR for any purpose shall be deposited to the credit of GTAR in an insured financial institution. Capital expenditures in excess of GTAR's reserves shall not be made without approval of the majority of the voting membership present at a duly called meeting, as outlined in these bylaws. Deposits and expenditures of funds shall be in accordance with policies established by the Board of Directors.

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

Section 8. General For the privilege of membership granted under these Bylaws, the payment of membership fees and dues shall not be refundable.

Article XI – Directors

Section 1. Management The business of GTAR shall be managed by a Board of Directors, which shall constitute the executive body of GTAR. It shall act under such rules as it may adopt. Each year, the Board of Directors shall employ a certified public accountant to audit the financial records. Said audit shall be presented to the Board of Directors prior to the month of July. Annually the Board of Directors shall approve all professionals or firms providing legal and accounting services to GTAR. Any resolution submitted to the membership shall first be approved by the Board of Directors.

Section 2. Number There shall be no less than eleven (11) and not more than fifteen (15) Directors with voting rights. Six (6) Directors shall be elected, to serve a term of two (2) years, by the voting

membership at the annual business meeting of GTAR, unless the total number of Directors does not meet the minimum number of required Directors, then the number of Directors elected shall increase to meet the minimum number of Directors required above.

The GTAR President, GTAR President-Elect, GTAR Treasurer, GTAR Immediate Past President, and Commercial Real Estate Specialists Chairperson shall all be Directors during their respective terms of office, with voting rights. The MLS Tech President-Elect and OREC Commissioner(s) and NAR Director(s) shall be ex-officio Directors, without voting rights.

No more than two voting members of a member firm shall serve concurrently on the Board of Directors.

Section 3. Election

(a) The President shall appoint a Nominating Committee to be approved by the Board of Directors. The committee shall consist of six (6) voting members in good standing, plus the Chairperson, who shall be the immediate Past President of GTAR, provided such the Immediate Past President is a REALTOR® member of GTAR and is willing and able to serve. In the event the Immediate Past President is no longer a REALTOR® Member of GTAR or is unable or unwilling to serve, his/her most recent predecessor who is a REALTOR® member of GTAR and who is willing and able, shall serve as Chairperson. The members shall consist of two (2) selected by the President, neither of whom shall be a Past President or Director, two (2) selected by the Directors, neither of whom shall be Past President, and two (2) selected by the Past President, neither of whom shall be Director. No two (2) members of the same firm shall serve on the Committee. Members selected must have a minimum of five (5) years membership in GTAR and prior service on another committee. Selection of the committee members must be completed no longer than July 15th and presented to the Board for approval at its July Board Meeting.

(b) To be considered for serving as a Director such person must:

- i. Be in good standing with GTAR and MLS Tech; and
- ii. Not have filed bankruptcy, voluntarily or involuntarily, within the past thirty-six (36) months; and
- iii. Not have been removed from any office of GTAR or MLS Tech within the past thirty-six (36) months.

(c) After interviewing each potential nominee, the Nominating Committee shall publish, no less than thirty (30) days in advance of the annual meeting, in the weekly newsletter a list of at least nine (9) nominees along with a brief bio for each nominee.

(d) Additional candidates for directorships may be placed in nomination by a petition signed by not less than twenty-five (25) of the voting members in good standing, provided that such petition shall be filed with the Chairperson of the Nominating Committee or the Chief Executive Officer not less than twenty (20) days prior to the date of the annual meeting. The Nominating Committee shall send a list of nominees by petition to the voting members not less than fifteen (15) days in advance of the annual meeting.

(e) There shall not be more than two members nominated from a member firm for the office of Director.

(f) At the Annual Meeting, each nominee will be allowed up to three (3) minutes to speak to the membership. No questions from the membership shall be allowed.

(g) The election shall be by written or electronic ballot. Any ballot with more than six (6) or less than

four (4) nominees selected shall be considered void. Voting ends at the close of the last business day prior to the annual meeting.

(h) Any voting member who is unable to attend the annual meeting may, upon written request to the Chief Executive Officer, obtain an absentee ballot from the GTAR office which, to be counted, must be received by the Chief Executive Officer by the close of the last business day prior to the annual meeting.

Section 4. Term of Office Each elected member of the Board of Directors shall serve a term of two (2) calendar years each. The retiring President member shall serve a one (1) year term. The President-Elect of MLS Tech shall serve a one (1) year term. The Chairperson of the Commercial Real Estate Specialists Committee shall serve a one (1) year term. GTAR NAR Directors shall serve as ex-officio non-voting GTAR Directors during their term as a GTAR NAR Director.

Section 5. Meetings Directors' meetings shall be held no less than six (6) times per year with a minimum of one (1) per quarter as the President shall designate at the GTAR offices; provided however the President at his/her discretion may cancel a meeting provided no less than (6) meetings are held each year. The Board of Directors by a two-thirds (2/3) vote of a quorum may suspend or cancel a meeting any time that the GTAR Directors considers advisable and in the best interests of GTAR.

Section 6. Special Meetings Special meetings of the Board of Directors may be called by the President, or upon written request of any three (3) voting members of the Board of Directors. Such meetings shall be held at a time designated by the person or persons calling the meeting at the GTAR offices, but such time must be reasonable.

Section 7. Quorum A majority of all voting Directors shall constitute a quorum at meetings of the Board of Directors.

Section 8. Attendance at Meetings Any voting member of the Board of Directors who misses three (3) regularly scheduled meetings of the Board of Directors during any calendar year shall be automatically removed from office and a vacancy shall then be declared by the Board of Directors. A Director may attend a meeting via a platform providing for both audio and video participation. Such participation shall be allowed at the discretion of the President and shall constitute presence at the meeting.

Section 9. Action without Meeting Unless specifically prohibited by the articles of incorporation, any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more directors. All the approvals evidencing the consent shall be delivered to the Director of Operations to be filed in the corporate records. The action taken shall be effective when all the directors have approved the consent unless the consent specifies a different effective date.

Section 10. Vacancies Vacancies on the Board of Directors shall be filled by a vote of Directors at a regular or special meeting and the term of office of any appointee shall be for the unexpired term created by the vacancy. No appointment to fill an unexpired term shall cause more than two (2) members of a member firm to be on the Board of Directors.

Section 11. Removal of Directors In the event that a Director (i) has engaged in conduct involving dishonesty, disloyalty, fraud, misappropriation, embezzlement, egregious personal conduct, gross negligence, or willful misconduct; (ii) has engaged in action or conduct materially injurious to GTAR or MLS Tech; (iii) has been convicted of or plead guilty or no contest to a crime involving dishonesty or moral turpitude; or (iv) is incapable due to total disability (the mental or physical inability to perform the usual daily business related duties and obligations for one hundred eighty (180) consecutive days which the

person was performing immediately prior to the beginning of such disability) but will not resign from office voluntarily, the Director may be removed from office under the following procedure:

- (a) A petition requesting the removal of a 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 GTAR shall be held, and the sole business of the meeting shall be to consider the charge against the Director, and to render a decision on such petition.
- (c) Notice of the special meeting shall be sent to all voting members at least ten (10) days prior to the meeting, and the meeting shall be conducted by the President of GTAR unless the President's removal is requested by the petition. In such case, the next-ranking Officer will conduct the meeting of the hearing by the members. At least three-fourths (3/4) of the members present at the meeting must vote in favor of the removal of the Director.

Section 12. GTAR NAR Director The GTAR NAR Director approved by the Board will serve a three (3) year term, beginning January 1st following appointment to the position. If the GTAR NAR Director is unable to attend the NAR Meeting for any reason, the GTAR President or President-Elect shall be named the GTAR NAR Director for purposes of that NAR Meeting depending on who is able and willing to attend the NAR meeting. The person appointed to the positions will be eligible to serve additional terms, subject to approval of the Board of Director, but in no event shall serve more than three (3) consecutive terms.

If for any reason the GTAR NAR Director position is vacated the GTAR President or President-Elect shall be appointed by the Board to fulfill the position of the GTAR NAR Director until such time that a new appointee can be approved to fulfill the remaining term.

Article XII – Officers

Section 1. Enumeration The officers of GTAR shall be the President, President-Elect, Treasurer, and the Chief Executive Officer. The Board of Directors shall also have the authority to appoint a Chief Executive Officer, the duties and compensation of which shall be fixed by the Board of Directors.

Section 2. Qualifications The President, President-Elect and Treasurer must be elected by a majority vote. All officers except the Chief Executive Officer must be REALTOR® members of GTAR.

1. The President-Elect shall be elected from the elected Directors of the corporation who have served as a Director for that corporation for at least one (1) year during the past five years and shall in all instances be a member of the Board of Directors. The President-Elect shall automatically become President the second January 1st after election as President-Elect.

2. The Treasurer must be a member of the incoming or holdover Board of Directors.

The President, Treasurer, and Chief Executive Officer and all others who sign checks or authorize electronic payments on behalf of the corporation shall be covered by a bond in an amount not less than \$150,000.00 to be paid by GTAR and/or its subsidiaries; said bond shall be subject to approval by the Board of Directors at its first meeting of the fiscal year.

Section 3. Election After the annual meeting prior to December 1, the newly elected Directors, holdover Directors and the Directors whose terms are expiring shall meet to elect the President, President-Elect and

Treasurer for the ensuing year beginning January 1st. The election shall be by written ballot.

Section 4. Term of Office The Officers shall each serve a one (1) year term of office beginning on January 1st or until their successors have been elected, except for the Treasurer whose terms shall be for two (2) years.

Section 5. Duties

(a) President. The President shall preside at all meetings of the corporation and the Board of Directors and shall call special meetings of the membership whenever he/she or three (3) Directors shall deem necessary. The President shall sign all certificates of membership and appoint all committees, subject to approval of the Board of Directors.

(b) President-Elect. The President-Elect shall assist the President and assume the duties and responsibilities of the President in the event of the President's death, resignation, absence, removal, or disability. The President-Elect shall perform such duties as may be designated by the President. The President-Elect shall serve as an ex officio Director on the MLS Tech Board of Directors with full voting privileges.

(c) Treasurer. The Treasurer shall meet with staff to review the monthly financial statements and shall report on the financial condition of GTAR to the Board of Directors at each regular meeting of the Directors. The Treasurer shall serve as Chairperson of the GTAR Finance Committee.

(d) Chief Executive Officer. The Chief Executive Officer shall serve as Corporate Secretary and shall be responsible for affixing the corporate seal on all documents where required. The Chief Executive Officer shall attend all Directors, committee, and membership meetings without voting privileges. The Chief Executive Officer shall perform all responsibilities and duties, exercise all authority, and comply with all other terms and conditions, all of which are set forth in GTAR/MLS Tech Chief Executive Officer-Job Description, which may be changed, amended and modified from time to time as agreed to by the Boards of Director for both GTAR and MLS Tech.

Section 6. Vacancies Vacancies among the officers shall be filled by a simple majority vote of the Board of Directors until the next annual election.

Section 7. Removal of Officers In the event that an officer (i) has engaged in conduct involving dishonesty, disloyalty, fraud, misappropriation, embezzlement, egregious personal conduct, gross negligence, or willful misconduct; (ii) has engaged in action or conduct materially injurious to GTAR or MLS Tech; (iii) has been convicted of or plead guilty or no contest to a crime involving dishonesty or moral turpitude; or (iv) is incapable due to total disability (the mental or physical inability to perform the usual daily business related duties and obligations for one hundred eighty (180) consecutive days which the person was performing immediately prior to the beginning of such disability) but will not resign from office voluntarily, the officer may be removed from office, including any successive office, by a majority vote of the Board of Directors.

Article XIII – Meetings

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

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 ten percent (10%) of the members eligible to vote in good standing. The purpose for the meeting must be stated.

Section 4. Notice of Meetings Written notice shall be sent to every Member entitled to participate in the meeting at least ten (10) days preceding all meetings. If a special meeting is called, it shall be accompanied by a statement of the purpose of the meeting.

Section 5. Quorum for Membership Meetings At all annual or special meetings, a quorum shall consist of all voting members present. Only such members present and in good standing shall be entitled to vote.

Section 6. Electronic Transaction of Business To the fullest extent permitted by law, the membership may conduct business by electronic means.

Section 7. General Membership Meetings

(a) Roll Call Vote - A roll call vote shall be taken if requested by thirty percent (30%) of the voting members present, provided no other form of vote has been taken. After any other form of vote, a majority shall be required to secure roll call.

(b) Reconsideration of Vote - A motion to reconsider any vote must be made at the same meeting or at the first meeting thereafter. The subject matter of resolution once acted upon shall not be reconsidered for a period of at least two (2) months.

(c) Time Limit - The presiding Officer may limit the time allotted to speakers to three (3) minutes.

(d) Subject - No subject, unless pertaining directly to the real estate business, shall be introduced on the floor without the consent of the presiding Officer.

(e) Notice When A Vote is Needed - No business shall be brought before the membership for a vote without ten (10) days written notice sent to the voting members that such business will be presented and voted on. In the event an issue is brought before the members at a meeting of the membership and the required notice has not been given to all voting members, the matter shall be tabled until another meeting can be called and the required notice given.

(f) No Solicitation - No circulars, papers or communications, shall be distributed at any meeting, except meetings designated and approved by the Directors as Marketing Forums, unless they have been approved by the President. No subscription for money shall be solicited except with the consent of the Directors. No member shall solicit the signature of other members on any paper purporting to convey the attitude of the membership on any question of public policy.

Article XIV – Committees

Section 1. Creation of Committees The President shall, with the approval of the Board of Directors appoint members of standing committees, special committees, and task forces as he/she may deem necessary and define their duties. The President and President-Elect shall be notified of all committee meetings. The President and President-Elect shall have the right to attend meetings of the committees, as an ex-officio member, and participate in discussions except the Nominating Committee, Professional Standards Committee, and Grievance Committee. All members described in Article IV are eligible for membership on committees, provided the appointments do not conflict with other provisions of the Bylaws.

Section 2. Term of Appointment The term of appointment shall be for a period of one year unless otherwise specified in the bylaws or policies.

Section 3. Quorum In all instances that do not conflict with Bylaws, a quorum for committee purposes shall consist of the number of committee members present at the meeting, provided committee members shall have been sent three (3) days advance notice.

Section 4. Vacancies Vacancies in unexpired terms shall be filled as in the case of original appointees.

Section 5. Removal of Committee Member Any member of a committee who is absent from three (3) meetings of the committee, per year, shall be automatically removed from the committee and a vacancy shall then be declared by the President. Vacancies on the committee shall be filled by a vote of Directors at a regular meeting and the term of any appointee shall be for the unexpired term created by the vacancy.

Section 6. Joint Executive Committee The Joint Executive Committee shall consist of the President, President-Elect, Treasurer and Immediate Past President for both GTAR and MLS Tech. The Chief Executive Officer shall serve as an ex-officio member of the Committee without voting privileges. The President of GTAR shall serve as Chairperson and the President-Elect of GTAR shall serve as Vice Chairperson of the Joint Executive Committee. It shall be the duty of this Committee to meet on short notice to act on such issues as deemed necessary and appropriate by both the GTAR and MLS Tech Presidents. In addition, the Joint Executive Committee shall be responsible for conducting reviews, at least annually, of the Chief Executive Officer and reporting to respective Boards of any recommendations for changes in duties, responsibilities, and compensation package of the Chief Executive Officer.

Section 7. Standing Committees Include, but are not limited to the following:

- Professional Standards
- Grievance
- Membership
- Finance
- Bylaws
- Education
- Standard Forms

Each Standing Committee will be responsible for developing its policies and procedures for the performance of its duties, functions, powers and responsibilities, scheduling meetings, and selection of a committee chairperson, as may be amended from time to time and are subject to the approval of the Board of Directors.

Section 8. Special Committees The president shall appoint, subject to confirmation by the Board of Directors, special committees as deemed necessary.

Section 9. Organization All committees shall be of such size and shall have duties, functions, and powers as assigned by the President or the Board of Directors except as otherwise provided in these Bylaws.

Section 10. President The President shall be an *ex-officio* member of all standing committees and shall be notified of their meetings.

Section 11. Action without Meeting Any committee may act by unanimous consent in writing without a meeting. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more of the members of the committee.

Section 12. Attendance by Electronic Means Members of a committee may participate in any meeting via a platform providing for both audio and video participation. Such participation may be allowed at the discretion of the President or Committee Chairperson and shall constitute presence at the meeting.

Article XV – Fiscal and Elective Year

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. The elective year of the Association shall be the calendar year.

Article XVI – Rules of Order

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

Article XVII – Amendments

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

Section 2. Notice of all meetings at which amendments are to be considered shall be sent to every member eligible to vote at least one (1) week prior to the meeting.

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

Article XVIII – Dissolution

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

Article XIX - Indemnification of Directors and Officers

To the extent not inconsistent with Oklahoma or other applicable law in effect from time to time, any and all present and future Directors or Officers of GTAR, and any and all present and future Directors or Officers of any other corporation serving as such at the request of GTAR because of GTAR's interest in such other corporation, or the executor, administrator or other legal representative of any such Director or Officer, shall be indemnified by GTAR against costs and legal or other expenses, including counsel fees

and the costs or amount of settlement, reasonably incurred by or imposed upon them, or any of them in connection with the defense of any action, suit or proceeding, whether civil or criminal, in which they, or any of them, are made parties, or a party, by reason of being or having been Directors or Officers or a Director or Officer of GTAR. The right of indemnification herein provided shall apply whether or not such Director or Officer or former Director or Officer is such at the time such costs or expenses are incurred or imposed.

Such right of indemnification shall not apply, however, in relation to matters as to which any such Director or Officer or former Director or Officer shall be finally adjudged to have been negligent, engaged in misconduct in the performance of duty, or otherwise failed to have acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of GTAR. If any such action, suit or proceeding is settled (whether by agreement, entry of judgment by consent, or otherwise) without a final determination on the merits, the determination by a majority of the members of the Board of Directors who are not parties to or involved in such action, suit or proceeding, or if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by the voting members, that such action, suit or proceeding did not arise out of negligence or misconduct in the performance of duty, by the Director or Officer or former Director or Officer indemnified, or the failure to act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of GTAR, and that such Director or Officer would not be liable in the action, suit or proceeding in question, shall be necessary and sufficient to justify indemnification hereunder.

For the purpose of the preceding provisions: (a) the right of indemnification conferred hereby shall extend to any threatened action, suit or proceeding, (b) the determination of an action, suit or proceeding, by a plea of nolo contendere or other like plea shall not constitute a final determination on the merits, and (c) unless expressly so adjudicated, a judgment against a Director or Officer or former Director or Officer indemnified, in any civil, criminal or other action, suit or proceeding, shall not constitute a determination that such Director or Officer had been liable for negligence or misconduct in the performance of duty, otherwise failed to acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of GTAR.

Advances may be made by GTAR against costs, expenses and fees, as, and upon the terms, determined by the Board of Directors.

The foregoing right of indemnification shall not be exclusive of any other rights to which any Director or Officer may be entitled as a matter of law or which may be lawfully granted to him/her; and the indemnification herein provided shall be in addition to and not in restriction or limitation of any other privilege or power which GTAR may lawfully exercise with respect to the indemnification or reimbursement of Directors or Officers.

Article XX - Multiple Listing Corporation

Section 1. Authority GTAR shall maintain for the use of its members a multiple listing service, MLS Tech, which shall be a lawful corporation of the State of Oklahoma, all the stock of which shall be owned by GTAR.

Section 2. Governing Documents In addition to MLS Tech developing its own Bylaws, Rules and Regulations, GTAR shall cause it to conform GTAR Bylaws, Rules, Regulations, policies, practices, and procedures at all times to the Constitution, Bylaws, Rules, Regulations, and policies of the NATIONAL ASSOCIATION OF REALTORS®.