

CONSTITUTION AND BYLAWS
OF THE TRIAD MULTIPLE
LISTING SERVICE, INC.

Adopted January 1991

Amended and approved, NAR:	September 1991	September 2007
	October 1992	March 2010
	November 1995	
	July 1996	
	June 1997	
	June 1999	
	June 2000	
	August 2001	
	July 2002	
	March 2004	
	October 2006	

ARTICLE I

The name of this corporation shall be the Triad Multiple Listing Service, Inc., hereinafter referred to as the Service, all the shares of stock of which are solely and wholly-owned by Greensboro Regional REALTORS® Association, Inc., High Point Multiple Listing Service, Inc., and the Winston-Salem Regional Association of REALTORS®, Inc. (collectively, the “Shareholders”). In general, “Shareholder” refers to an Association of REALTORS® which owns stock in Triad MLS and purchases the MLS service for its Participants and Subscribers.

ARTICLE II – PURPOSE

The purpose of the Service is to provide Multiple Listing Services and related services in an efficient, cost effective manner to authorized Shareholders’ Participants, hereinafter referred to as “Participants” (as further defined in Section 4.1). The Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so REALTOR® members of the Shareholders and Subscribers* and any other Board or Association of REALTORS® who are Participants in the Service may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker’s performance as a procuring cause of the sale (or lease).* “Subscriber” refers to an Association of REALTORS® which is purchasing computer access for its members.

ARTICLE III - SERVICE AREA

The area within which the Service shall function shall at all times be coextensive with or within the jurisdiction of the Shareholders and of those Associations of REALTORS® who subscribe to the Service.

ARTICLE IV - PARTICIPATION

A. Participation Defined. Any REALTOR® member of a Triad MLS Shareholder, a Subscribing Board or any other Board or Association of REALTORS® who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in the Service upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to "Membership" or "Participation" in the Triad Multiple Listing Service, Inc. unless they hold a current, valid real estate broker's license and offer or accept cooperation and compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by this Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by this Service where access to such information is prohibited by law. The REALTOR® Principal of any firm, partnership, or corporation or the branch office manager designated by said firm, partnership, or corporation shall be termed the "Participant" in the Service and shall have all rights, benefits, and privileges of the Service and shall accept all obligations to the Service for the Participant's firm, partnership, or corporation, and for compliance with the Bylaws and Rules and Regulations of the Service by all persons affiliated with the Participant who utilize the Service.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

The key is that the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW)

(including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to offer or accept cooperation and compensation only if the MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants.

B. Application for Participation. Application for participation shall be made in such manner and form as may be prescribed by the Board of Directors of each Shareholder or REALTOR® Association which subscribes to the service and made available to any REALTOR® (Principal) requesting it. The application form shall contain a signed statement agreeing to abide by these Bylaws and any other applicable Rules and Regulations of the Service and of the Shareholder to which he or she makes application as from time to time adopted or amended.

C. Discontinuance of Service. Participants of the Service may discontinue or reapply to the Service in the manner described in the Shareholders' governing documents or the governing documents of those Associations of REALTORS® who subscribe to the service.

D. Service To Other Associations of REALTORS®. When the Shareholders elect to sell service to other Associations of REALTORS®, such Associations shall not become Shareholders but must abide by this Constitution and Bylaws and all Rules and Regulations as may be amended or adopted from time to time.

E. Future Shareholders. All future shareholders after paying a fee, to be determined by the Board of Directors, may be entitled to one Director.

F. Application from Associations of REALTORS® Who Desire Computer Access. An application for access to the on-line computer service from an Association of REALTORS® shall be made in such manner and form as may be prescribed by the Board of Directors of the Triad Multiple Listing Service, Inc.

ARTICLE V - SERVICE CHARGES

The charges made for participation in the Service shall be as determined, and as amended from time to time by each Shareholder's Board of Directors and specified in the Shareholder's governing documents. The charges by Triad Multiple Listing Service, Inc. to each Shareholder and/or Participant shall be billed on a quarterly basis on the first business day following the last day of March, June, September and December. Charges are due by the last business day of April, July, October and January. Fees are to be determined by the Triad MLS Board of Directors and approved by the Triad MLS Shareholders.

ARTICLE VI - GOVERNING BODY

A. Government of the Service. The government of the Service shall be vested in a Board of

Directors comprised of the elected Officers and Directors nominated and elected as described in this Article.

B. Officers of the Service. The Officers of the Triad Multiple Listing Service, Inc., who shall be chosen from the Directors in office during the term for which the Officers are serving, shall be a President, a President Elect and a Secretary/Treasurer and shall have such duties as described in this Article. Only one officer may serve from each Shareholder. Nominations shall be made by the Nominating Committee and election shall be by simple majority vote of the Board of Directors from among the Directors nominated by the Nominating Committee or any other nominations received by the Board of Directors.

C. Board of Directors. There shall be nine (9) voting Directors. Each Shareholder shall select three (3) Directors. Persons currently serving as officers of any Shareholder shall not be eligible to serve as Directors. The Immediate Past President shall serve as a non-voting Director. The President may appoint one Non-REALTOR® as a non-voting Director to serve a one-year term with the approval of the Board of Directors. The Association Executive of each shareholder shall serve as a non-voting ex officio member or may appoint a staff designee.

D. Term of Office. The Officers shall serve for a one-year term. Directors shall serve for a three-year term. Terms should be staggered to assure continuity. A Shareholder may re-elect a Director to succeeding terms. Officers and Directors shall take office on January 1st and shall continue until December 31st of that year (or, in the case of Directors, until December 31st of the last year of their term).

E. Duties of Officers and Directors. The duties of the Officers and Directors shall be as follows:

1. The President shall preside over all meetings of the Board of Directors and Shareholders. The President shall appoint all necessary committees and task forces to carry on the work and functions of the Service, and these appointments shall be subject to confirmation by the Board of Directors.
2. The President Elect, in the absence of the President, shall perform all the duties of the President.
3. The Secretary/Treasurer shall be the custodian of the funds of the Service and shall keep an accurate record of all receipts and disbursements. The Secretary/Treasurer shall preview all financial statements of all accounts and financial affairs of the service. Provide to all members of the Board of Directors a monthly statement of all accounts and financial affairs for the Service and shall have charge of the corporate seal and affix the name to all documents properly requiring such seal. Checks over one thousand five hundred dollars (\$1,500) require two signatures. All Officers and the Triad Executive Vice President are authorized to sign checks.
4. The Board of Directors of the Service shall be the governing body of the Service and shall have control of all the affairs of the Service and shall authorize all

expenditures of funds. Prior to the end of each fiscal year, the Board of Directors shall prepare and approve a budget reflecting projected income and expenses of the Service for the next fiscal year. The Board of Directors may approve amendments to the budget as needed. The Board of Directors shall employ such executive, legal, accounting and office personnel it deems necessary to care for and maintain the properties of the Service and otherwise conduct the administrative business of the Service. The Board of Directors shall have the right to make an audit of all books and accounts at any time without notice. The Board of Directors shall have the power from time to time to adopt such Rules and Regulations that they may deem appropriate subject to final approval of Shareholders.

5. The Executive Committee shall consist of the President, President-Elect, Secretary/Treasurer, Immediate Past President and Triad Executive Vice President. The Triad Executive Vice President shall be a non-voting, ex officio member. The Immediate Past President shall be a non-voting member of the Executive Committee. The Executive Committee shall have the authority to make general recommendations to the Board of Directors, including but not limited to recommendations as to the budget and the employment, evaluation, and compensation of the Triad Executive Vice President to negotiate the terms of contracts, to discuss and make recommendations as to other strategic issues, and to take any other action which the Board of Directors is permitted by law to delegate to the Executive Committee.

6. The President shall appoint three (3) directors, composed of one (1) director representing each Shareholder, to a Nominating Committee subject to confirmation of the full Board of Directors. The Nominating Committee shall elect one member who shall serve as chair-person of the committee. The Nominating Committee shall select nominees for the officer positions listed in Section VI.B., certify whether the nominees are willing to serve, and present the nominees to the Board of Directors for a vote in November.

F. Vacancy. Vacancies among the Officers shall be filled without regard to Board affiliation by a simple majority vote of the Triad Board of Directors until the next annual election. If a vacancy arises on Board of Directors, the Shareholder represented by the Director whose seat was vacated shall appoint a replacement to serve for the remainder of the original Director's term.

G. Removal of Officers and Directors. In the event that an Officer or Director of the Service is not fulfilling the duties for which selected, but will not resign from office voluntarily, the Officer or Director may be removed from office by the Shareholder from which the Officer or Director was appointed or elected.

H. Triad MLS Executive Vice President. The Service shall be administered by the Triad MLS Executive Vice President, who has the right to hire his or her own staff, with the approval of the Triad MLS Board of Directors.

ARTICLE VII – MEETINGS OF DIRECTORS

A. Annual Meeting and Election; Other Regular Meetings. The Board of Directors annual meeting and election of officers shall be held during the month of November at the time and place

specified by the Board of Directors. In addition, the Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings.

B. Special Meetings of the Board of Directors. A special meeting of the Board of Directors may be held at any time on the call of the President or any six (6) members of the Board of Directors.

C. Notice of Meetings. All Directors and each Shareholder Association Executive or their appointee must be notified of all meetings at least five (5) business days prior to the date of the meeting. Any Director may waive notice of any Directors' meeting held without proper call or notice, either before or after the meeting is held. Except as hereafter provided in this Article, any such waiver must be in writing, signed by the Director entitled to the notice, or by e-mail, and filed with the corporate records or minutes of the associated meeting. Attendance by a Director at, or participation in, a meeting shall constitute a waiver of notice of such meeting except where a Director, at the beginning of the meeting, or, if the Director is not present at the start of the meeting, promptly upon that Director's arrival at the meeting, objects to holding the meeting or to the transaction of any business because the meeting is not lawfully called and does not thereafter vote for or assent to action taken at the meeting.

D. Attendance at Meetings. In the event that any Director is absent from two meetings of Directors, for any reason, during his or her term, the President shall notify the Shareholder by whom such Director was selected of such absences.

E. Quorum; Vote Required. Five (5) voting Directors representing three (3) Shareholders shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority vote by the Directors present and voting at a meeting attended by a quorum shall be required for passage of motions.

F. Conflicts of Interest. No contract or transaction between the Service and one or more of its Directors or Officers, or between the Service and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest, shall be void or voidable solely for that reason or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorizes, approves, or ratifies the contract or transaction or solely because his or their votes are counted for such purpose if: (a) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes, approves, or ratifies the contract or transaction by the affirmative vote of a quorum of the disinterested Directors; or (b) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or known to the Shareholders, and the contract or transaction is specifically authorized, approved, or ratified in good faith by vote of the Shareholders. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes, approves, or ratifies the contract or transaction. When a Director has a conflict of interest as described in this section with respect to any matter to be discussed at a meeting of the Board or a committee thereof, the remaining Directors in attendance at such meeting may, by majority vote, exclude the Director with the conflict of interest from any portion of the meeting which deals with such matter. The exclusion of a Director from some, but not all, of a meeting under this provision will not affect the presence of a quorum for any action taken at such meeting.

G. Shareholder Approval Required. Action by the Shareholders shall be required to adopt or amend the Articles of Incorporation, the Constitution and Bylaws, the Rules and Regulations, or the Shareholders' Agreement of the Service, and to approve any merger, acquisition, or dissolution.

ARTICLE VIII – MEETINGS OF SHAREHOLDERS

A. Annual Meetings. The annual meeting of Shareholders shall be held at the principal office of the Service between October 1 and October 15 of each year as selected by the Board of Directors, for the purpose of appointing Directors of the Corporation and for the transaction of such other business as may be properly brought before the meeting. Each of the Shareholders shall separately determine the persons to be appointed as Directors by such Shareholder prior to the annual meeting, with such persons to be formally appointed and introduced at the annual meeting. If the annual meeting shall not be held in the month designated by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section C of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

B. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President at the request of any five (5) of the Directors or any one (1) Shareholder. Special meetings shall require ten (10) days prior written notice to each Shareholder unless waived as provided in Section D of this Article.

C. Notice of Meetings. Written or printed notice stating the date, time and place of each annual or special meeting of Shareholders shall be delivered to each Shareholder not fewer than thirty (30) days before the date thereof by certified mail with a return receipt to the voting designee (as defined in Section F of this Article) of each Shareholder. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the voting designee of such Shareholder at the voting designee's office address with a copy to the Shareholder's address with postage thereon prepaid. The date and time of the annual meeting of Shareholders shall also be stated in the September newsletter of the Service. In the case of annual or substitute annual meetings, the notice of the meeting need not specifically state the business to be transacted thereat unless it is a matter, other than the appointment of Directors, of which notice is expressly required by applicable law. In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called.

D. Waiver of Notice. When any notice is required to be given to any Shareholder, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. By attending a meeting, a Shareholder: (a) waives objection to lack of notice or defective notice of such meeting unless the Shareholder, at the beginning of the meeting, object to the holding of the meeting or the transacting of business at the meeting; and (b) waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Shareholder objects to considering the matter when it is presented.

E. Quorum. Shares representing two-thirds of the outstanding votes entitled to vote represented in person or by proxy shall constitute a quorum at a meeting of Shareholders. If there is

no quorum at the opening of a meeting of Shareholders, such meeting may be adjourned from time to time by a vote of a majority of the votes on the motion to adjourn. At an adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the original meeting. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

F. Voting of Shares; Voting Designee. Each outstanding share of stock shall be entitled to one vote on each matter submitted to a vote at a meeting of the Shareholders. At any meeting at which a quorum is present, the affirmative vote of a majority of the shares represented at the meeting shall be the act of the Shareholders. Each Shareholder shall designate, no later than January 1 of each year, the name and office address of one individual (the "voting designee") to cast the votes which the Shareholder is entitled to cast at any meeting, which designation shall be given in writing to the Executive Vice President of the Service and shall be effective until revoked by such Shareholder.

G. Action Without a Meeting. Any action to be taken at a meeting of the Shareholders may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the President of each Shareholder and delivered to the Secretary/Treasurer of the Service for inclusion in the minutes or for filing with the corporate records. Any such action by written consent shall be effective when all Shareholders entitled to vote have signed the consent, unless the consent specifies a different effective date. Written consent of the Shareholders entitled to vote has the same force and effect as a physical vote of such Shareholders and may be stated as such in any document.

ARTICLE IX - FISCAL YEAR

The fiscal year of the Service shall commence on January 1 and shall end on December 31.

ARTICLE X - INDEMNIFICATION

A. Extent. The Service shall indemnify and hold harmless any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of any kind by reason of the fact that he or she is or was a director, officer, employee, or agent of the Service (an "Indemnified Party") against judgments, penalties, fines, excise taxes, amounts paid in settlement, and reasonable expenses (including attorneys' fees) incurred in connection with such action, on the following conditions:

- (1) The Service shall not indemnify any person with regard to amounts that he or she may incur on account of his or her activities that at the time taken were known or reasonably should have been known by him or her to be in conflict with the best interests of the Service;
- (2) The Service shall not indemnify any person with regard to amounts that he or she may incur in connection with any action in which the Indemnified Party was adjudged liable to the Service, or in connection with any proceeding charging improper personal benefit to the person or improper benefit to any entity or

organization of whom the person is an agent or representative;

- (3) The Service shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the Indemnified Party; and
- (4) The Service shall be subrogated, to the extent of any payments made by way of indemnification hereunder, to any right of recovery of the Indemnified Party, and the Indemnified Party shall execute all writings and take all other actions necessary to assure such rights of subrogation.

B. Determination. The entitlement of any person to indemnification under this Article shall be made (a) by the affirmative vote of a majority (but not less than two) of Directors who are or were not parties to such action, suit or proceeding or against whom any such claim is asserted ("disinterested directors") even though less than a quorum, or (b) if a majority (but not less than two) of disinterested directors so direct, by independent legal counsel in a written opinion, or (c) if there are less than two disinterested directors, by the affirmative vote of all of the Directors, or (d) by the vote of a majority of all of the voting shares other than those owned or controlled by Directors or officers who were parties to such action, suit or proceeding or against whom such claim is asserted, or by a unanimous vote of all of the voting shares, or (e) by a court of competent jurisdiction.

C. Insurance. The Service may purchase and maintain insurance on behalf of its Directors, officers, employees and agents, whether or not the Service would have the power to indemnify him/her against such liability under the provisions of this Article or otherwise. Any full or partial payment made by an insurance company under any insurance policy covering any Director, officer, employee or agent made to or on behalf of a person entitled to indemnification under this Article shall relieve the Service of its liability for indemnification provided for in this Article or otherwise to the extent of such payment, and no insurer shall have a right of subrogation against the Service with respect to such payment.

ARTICLE XI - APPROVAL OF GOVERNING DOCUMENTS

At least annually all Shareholders and Associations of REALTORS[®] who subscribe to the Service shall submit to Triad Multiple Listing Service, Inc. a copy of their National Association of REALTORS[®] letter of approval for their governing documents covering their Association's Bylaws, Rules and Regulations, and any documents authorizing their multiple listing service or their participating in one. The sole purpose of this article is to keep in effect this corporation's insurance coverage which is granted through the National Association of REALTORS[®].

ARTICLE XII - AMENDMENTS

A. Amendments to Bylaws. Amendments to these Bylaws shall be approved by the Board of Directors and ratified by the Shareholders and shall be effective when noticed to the Shareholders' corporate offices and to other REALTOR[®] Associations who subscribe to the Service.

B. Amendments to Rules and Regulations. Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Board of Directors, ratified by the

Shareholders, and shall be effective when noticed to the Shareholders' corporate offices and to other REALTOR® Associations who subscribe to the Service.

C. General. Amendments to the Bylaws or to any other documents utilized by the Service may be proposed by any Shareholder at a meeting of the Shareholders or in writing to the Board of Directors. Any such proposed amendment shall be placed on the agenda of the Board of Directors.

D. Clerical Errors in Governing Documents. Any modification to the Bylaws, Rules and Regulations or other operating policy caused by a mistake in the language or spelling or for the purpose of clarification and not causing any change in the intention or substance of the governing documents may be made by the Board of Directors as they deem necessary.

ARTICLE XIII - ROBERT'S RULES OF ORDER

All meetings of the Service shall proceed in accordance with Robert's Rules of Order, latest edition.

ARTICLE XIV - DISSOLUTION

In the event this Service shall at any time terminate its activities, the Board of Directors of the Service shall consider and adopt a plan of liquidation and dissolution with the approval of the Shareholders. Said plan shall provide for the collection of all assets, the payment of all liabilities, and the remaining portion thereof be assigned to the Shareholders according to the number of shares owned by each Shareholder.

ARTICLE XV

This Constitution and Bylaws shall become effective and repeal and supersede other operating policies, excepting the Shareholder's Agreement and the Articles of Incorporation, immediately upon its adoption by the Shareholders. Adoption shall not, however, invalidate any prior action taken.