

Division of Corporations

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712185

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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To: Division of Corporations
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Account Number : 103654001666
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Fax Number : (941) 639-0028

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Email Address: jjayne@farr.com

MERGER OR SHARE EXCHANGE
Punta Gorda-Port Charlotte-North Port Association of

Merged
JAN 06 2015
R. WHITE

Certificate of Status	0
Certified Copy	0
Page Count	24
Estimated Charge	\$70.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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12/31/2014 12:02:48 PM PAGE 1/001

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December 31, 2014

FLORIDA DEPARTMENT OF STATE

Division of Corporations

PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF RE
3320 LOVELAND BLVD.
PORT CHARLOTTE, FL 33980US

SUBJECT: PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS,
INC.
REF: 712185

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

Articles of merger between a profit and non profit corporation, with the non profit as the survivor should be filed pursuant to Fla. Statute 607.1109. Please make the correction in the appropriate places on the merger document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rabekah White
Regulatory Specialist II

FAX Aud. #: H14000300328
Letter Number: 914A00027497

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15 JAN -5 AM 11:05
REGISTRATION DIVISION
FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314

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ARTICLES OF MERGER

PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS®, INC., a Florida corporation not for profit ("Association") and DESOTO COUNTY BOARD OF REALTORS®, INC., a Florida corporation ("DeSoto") hereby adopt these Articles of Merger pursuant to Florida Statutes Sections 607.1109 and 617.0301(16).

1. Association and DeSoto, being validly and legally formed under the laws of the State of Florida, have adopted a Plan of Merger, a true and correct copy of which is attached hereto as Exhibit "A."

2. The surviving corporation is and shall be PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS®, INC., a Florida corporation not for profit.

3. The Plan of Merger was adopted by Association pursuant to Florida Statutes Sections 617.1101 and 617.1103.

4. The Plan of Merger was adopted by DeSoto pursuant to Florida Statutes Sections 607.1101 and 607.1103.

5. The effective date of the merger is upon the later of January 1, 2015 or the delivery of these articles of merger to the Florida Department of State.

6. The Plan of Merger was adopted by Association's members at the meeting held on the 12th day of December, 2014, and the number of votes cast for the Plan of Merger at said meeting was 204.

7. The merger was approved by Association's members at the meeting held on the 12th day of December, 2014, and the number of votes cast for the merger at said meeting was sufficient for approval.

8. The Plan of Merger was adopted by DeSoto's shareholders and members at the meeting held on the 16th day of December, 2014, and the number of votes cast for the Plan of Merger at said meeting was 23.

9. The merger was approved by DeSoto's shareholders and members at the meeting held on the 16th day of December, 2014, and the number of votes cast for the merger at said meeting was sufficient for approval.

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These Articles of Merger are executed as of this 30 day of December, 2014.

PUNTA GORDA-PORT CHARLOTTE
-NORTH PORT ASSOCIATION OF
REALTORS®, INC., a Florida
corporation not for profit

Dated: December 30, 2014

By: John Bockin
John Bockin, President

CORPORATE SEAL

Attest: Debra Meredith-Peters
Debra Meredith-Peters, Secretary

DESOTO COUNTY BOARD OF
REALTORS®, INC., a Florida corporation

Dated: _____

By: _____
Timothy Backer, President

CORPORATE SEAL

Attest: _____
Mary Dow, Secretary

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((H14000300328 3)))

These Articles of Merger are executed as of this 30 day of December, 2014.

PUNTA GORDA-PORT CHARLOTTE
-NORTH PORT ASSOCIATION OF
REALTORS®, INC., a Florida
corporation not for profit

Dated: _____

By: _____
John Bockin, President

CORPORATE SEAL

Attest: _____
Deborah Meredith-Peters, Secretary

DESOTO COUNTY BOARD OF
REALTORS®, INC., a Florida corporation

Dated: 12/15/14

By: _____
Timothy Backer, President

CORPORATE SEAL

Attest: _____
Mary Dow, Secretary

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AGREEMENT AND PLAN OF MERGER

This Agreement Plan of Merger ("Agreement") is made and entered into as of the last date written below by and between PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS®, INC., a Florida corporation not for profit ("Association"), and DESOTO COUNTY BOARD OF REALTORS®, INC., a Florida corporation ("DeSoto"), pursuant to Florida Statutes Chapter 617 and Florida Statutes Chapter 607.

Recitals

WHEREAS, Association is a Florida corporation not for profit whose territorial jurisdiction as a member of the National Association of REALTORS® includes portions of Charlotte County, Florida, and Sarasota County, Florida, more specifically described in Association's Bylaws;

WHEREAS, DeSoto is a Florida for profit corporation whose territorial jurisdiction as a member of the National Association of REALTORS® includes DeSoto County, Florida; and

WHEREAS, Association and DeSoto desire to effect the merger of DeSoto with and into Association ("Merger") on the terms and conditions set forth below.

Agreement

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Association and DeSoto agree as follows:

1. Recitals. The foregoing recitals are true and accurate and are hereby incorporated by reference.

2. Constituent Entities. The name, state of organization, entity type, state identification number, and date of organization of each constituent entity involved in the Merger ("Constituent Entities") are as follow:

<u>Name</u>	<u>State of Organization</u>	<u>Entity Type</u>	<u>ID Number</u>	<u>Date of Organization</u>
PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS®, INC.	Florida	Corporation not for profit	712185	02/01/1967
DESOTO COUNTY BOARD OF REALTORS®, INC.	Florida	Corporation for profit	P95000093512	12/04/1995

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3. Surviving Entity and Merging Entity. The surviving entity of the Merger ("Surviving Entity") is and shall be PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS®, INC., a Florida corporation not for profit. The merging entity ("Merging Entity") is and shall be DESOTO COUNTY BOARD OF REALTORS®, INC., a Florida corporation.

4. Terms and Effect of Merger. On the Effective Date, DeSoto shall cease to exist separately and shall be merged with and into Association in accordance with the provisions of this Agreement and Florida Statutes Chapters 617 and 607. Furthermore, all (i) rights, privileges, and powers of the Constituent Entities subject to all the restrictions, disabilities, and duties of each of the Constituent Entities; (ii) funds, assets, and property, whether real, personal, or mixed, belonging to each of the Constituent Entities; and (iii) debts due to each of the Constituent Entities on whatever account, shall succeed to, be vested in, and become the property of the Surviving Entity without any further act or deed. All debts, liabilities, and duties of the Constituent Entities shall attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted for by the Surviving Entity.

5. Association Initiation Fee and Dues. On the Effective Date, or as soon thereafter is practicable, the Surviving Entity shall pay the Florida REALTORS® annual dues for the calendar year 2015 and waive the initiation fee and annual dues for the calendar year 2015 for Association membership for each of the members of DeSoto listed on Exhibit "A" hereto ("New Members"). New Members shall be solely responsible for their National Association of REALTORS® dues and any desired multiple listing services costs for the calendar year 2015 and all dues, fees and costs thereafter.

6. Merging Entity Shareholders and Surviving Entity Members. On the Effective Date, each share of Merging Entity's common stock or other securities issued and outstanding at that time shall without further action be cancelled. The New Members who otherwise qualify to be members of the Association pursuant to its Bylaws shall automatically become members of the Surviving Entity on the Effective Date of the Merger.

7. Surviving Entity Directors and Officers. The persons who are the Directors and the Officers of Association immediately prior to the Effective Date shall be the Directors and the Officers of the Surviving Entity upon the Effective Date of the Merger, until their successors are duly elected, appointed, or qualified in accordance with the Surviving Entity's Articles of Incorporation and Bylaws.

8. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Association shall be the Articles of Incorporation and Bylaws of the Surviving Entity upon the Effective Date of the Merger. Upon the Effective Date, the Bylaws of the Surviving Entity shall, without further action required, be amended and restated as set forth in Exhibit "B" attached hereto in order to expand the territory of the Surviving Entity to include DeSoto County, Florida.

9. Effective Date. The Merger shall be effective on January 1, 2015.

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10. Filing of Agreement. The Constituent Entities shall execute Articles of Merger in the form attached to this Agreement as Exhibit "C." Upon execution of the Articles of Merger, this Agreement shall be deemed incorporated by reference as if fully set forth therein. Pursuant to the requirements of Florida Statutes Chapters 607 and 617, Articles of Merger executed by the Constituent Entities shall be filed with the Florida Department of State to effect the Merger on the Effective Date upon the terms set forth herein.

11. Authorization to Boards of Directors. The Boards of Directors of the Association and DeSoto are hereby authorized, empowered, and directed to do all things and take all actions that each deems necessary and appropriate to carry out the purposes of this Agreement, including without limitation, the filing of documents with and payment of amounts to the State of Florida, the Internal Revenue Service, and any other appropriate entities. The DeSoto and Association Boards may agree to future amendments to this Agreement without the consent of the members of each provided that such amendment does not materially, substantially, or adversely affect the rights of any member of the respective entity.

12. Normal Course of Business. Prior to the Effective Date, DeSoto shall conduct its business in the ordinary and usual course. Furthermore, unless otherwise agreed by to by the Association in writing, DeSoto shall not amend its Bylaws or Articles of Incorporation, change its membership or members, enter into any new contracts, hire any new employees, or make any distributions.

13. Adoption and Approval; Compliance with Law. This Agreement shall be approved, adopted, and executed by the Boards of Directors and the members or the shareholders of Association and DeSoto in accordance with the governing documents of each respective entity and in compliance with the applicable provisions of Florida Statutes Chapters 607 and 617. If the National Association of REALTORS®, Association, or DeSoto fail to approve this Agreement, this Agreement shall terminate.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

15. Further Assurances. If any time after the Effective Date Surviving Entity shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Agreement, the appropriate officers of Surviving Entity or Merging Entity, as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Entity, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts to vest, perfect, confirm, or record the title thereto in Surviving Entity, or to otherwise carry out the provisions of this Agreement.

16. Amendment and Waiver. Any of the terms or conditions of this Agreement may be waived at any time by each of the Constituent Entities, or the shareholders or members

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thereof, or may be amended or modified in whole or in part at any time in a writing executed in the same manner (but not necessarily by the same persons).

17. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Agreement may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the shareholders or members of the respective Constituent Corporations.

18. Agreement Drafted by Association Counsel. DeSoto acknowledges that the law firm of Farr, Farr, Bmerich, Hackett and Carr, P.A. ("Association Counsel"), prepared this Agreement on behalf of and in the course of its representation of Association, and that: (i) a conflict may and likely does exist between DeSoto and the Association; (ii) DeSoto has been advised by Association Counsel to seek the advice of independent counsel; (iii) DeSoto has had the opportunity to seek the advice of independent counsel; and (vi) DeSoto acknowledges that Association Counsel is not and has not been counsel to DeSoto regarding this Agreement.

19. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

20. Headings. The use of titles and headings with references to certain sections of this Agreement are solely for the convenience of the reader and are of no legal effect.

21. Interpretation. The parties agree that this Agreement is the product of negotiation, and expressly waive the rule of interpretation of a writing against the drafter.

22. Severability. The various provisions of this Agreement as well as the related agreements of the parties are inter-related, and all contribute to and form part of the complete agreement of the parties with respect to the transactions contemplated hereby. In the event that any provision of this Agreement (or of a related agreement) should be determined to be invalid or unenforceable, the balance of the provisions shall be interpreted and applied so as to give maximum legal effect to the agreement of the parties as originally contemplated.

23. Authority. Each of the parties warrants and represents to the other that it has the full power and authority to execute, deliver, enter into and perform this agreement, that the execution, delivery and performance hereof has been fully and properly authorized and approved on its parts, and that the individual executing and delivering this agreement on its behalf has been duly authorized, and is fully empowered, to do so.

24. Non-Reliance. The making, execution, and delivery of this Agreement by the parties hereto have not been induced by any representations, warranties, statements, or agreements other than those expressed in this Agreement.

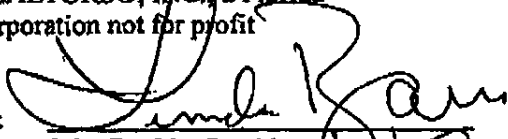
25. Entire Agreement. This Agreement represents the entire understanding of the parties with respect to its subject matter and supersedes and cancels all prior written or oral contracts, agreements and understandings of the parties with respect to it. No amendment to this Agreement shall be effective unless in a writing executed by all parties.

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IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first above written.

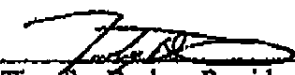
PUNTA GORDA-PORT CHARLOTTE
-NORTH PORT ASSOCIATION OF
REALTORS®, INC., a Florida
corporation not for profit

Dated: 12-30-14

By: 
John Boekin, President *Linda Pizzano
Chief Executive
Officer*

DESOTO COUNTY BOARD OF
REALTORS®, INC., a Florida corporation

Dated: 12/15/14

By: 
Timothy Backer, President

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EXHIBIT "A"
New Members

PRIMARY MEMBERS

Ambler, Jr. Lewis
Astor, Christopher C
Backer, Timothy D
Bennett, Margaret
Brannan, Gwendolyn S
Brown, Shirley J
Carrillo, Maribel
Collins, Thermon D
Crites, Andrew
Daniel, Michael
DeLoach, Lori K
Dow, Mary E
Dow, Mindy P
England, Virginia J
Flood, Barry A
Fussell, Steve
Gamlotea, Kathey L
Harvin, Janet A
Haltman, Eugene P
Hill, Earl
Hoppel, Tracy L
Keene, Cindy L
Keene, Keith K
Kirkpatrick, Judy M
Knoche Jr., Donald E
Maldonado, Sabrina

Martin, Eugenia M
Martin, Gordon
~~McGuire, Brady~~ NO ~~Y~~
Mercer, Cary
Mercer, Kaye E
Mercer, William P
Mundell, Gary James
Ritch, Jessica L
Smith JR, Durward C
Strand, Michael
~~Straughn, Sharon~~ NO ~~Y~~
Turner JR, Eugene H
Turner, Eugene H
Turner, III, Eugene H
Turner, Jane
Turner, Lindsay B
Vitali, Jean D
Vitali, Robin
Williamson, Darrell D
Williamson, Margaret M
Woppman, Christopher
Woppman, Ronda
Zolkos, Theodore J

SECONDARY

Boyd, William K
Edwards, Carol S
~~Straughn, Sharon~~ NO ~~Y~~

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EXHIBIT "B"
Amended and Restated Bylaws of Surviving Entity

EXHIBIT B ((H14000300328 3)))

BYLAWS OF THE PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS®, INC.

ARTICLE I - NAME

Section 1. Name. The name of this organization shall be the Punta Gorda-Port Charlotte-North Port Association of REALTORS®, Incorporated, hereinafter referred to as the "Association".

Section 2. REALTOR®. Inclusion and retention of the Registered Collective Membership Mark REALTOR® in the name of the Association shall be governed by the Constitution and Bylaws of the NATIONAL ASSOCIATION OF REALTORS® 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 FLORIDA REALTORS® 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, those 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: Charlotte County, except that territory in Charlotte County located W of the Myakka River and Charlotte Harbor (territory waived in favor of the Englewood Association), and that portion of Sarasota County including North Port and Warm Mineral Springs, described as beginning at a point where the Myakka River crosses the Sarasota-Charlotte County line; thence northward with the Myakka River to the S line of Section 35, Township 39S, Range 20E; thence E to the SE corner of Section 35, Township 39S, Range 20E; thence N along the E line of Sections 35 and 26, Township 39S, Range 20E, to the NW Corner of Section 25, Township 39S, Range 20E; thence N along the E line of Sections 24, 13, 12 and 1, Township 39S, Range 20E; thence E along the S line of Sections 31, 32, 33, 34, 35 and 36, Township 38S, Range 21E; thence S along the W line of Sections 6, 7 and 18, Township 39S, Range 22E, to the

SW corner of Section 18, Township 39S, Range 22E; thence E along the S line of Sections 18, 17, 16, 15, 14 and 13, Township 39S, Range 22E, to the SE corner of Section 13, Township 39S, Range 22E; thence S along the Sarasota-DeSoto County line to the Charlotte County line; thence W and S along the Charlotte-Sarasota County line to the point of beginning and DeSoto County.

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 six 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 Florida 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, 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, 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® Members. Corporate officers (who may be licensed or unlicensed) of a real estate brokerage franchise organization with at least one

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BYLAWS OF THE PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS®, INC.

hundred fifty (150) franchisees located within the United States, its insular possessions and the Commonwealth of Puerto Rico, elected to membership pursuant to the provisions in the NATIONAL ASSOCIATION OF REALTORS® *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 the Association-mandated education, meeting attendance, or indoctrination classes or other similar requirements; the right to use the term REALTOR® in connection with their franchise organization's name; the right to hold elective office in the local Association, State Association and National Association.

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

(c) **Business Partner.** Shall also be granted to individuals licensed or certified to engage in real estate practice who, if otherwise eligible, do not elect to hold REALTOR® membership in the Association, provided the applicant is engaged exclusively in a specialty of the real estate business other than brokerage of real property.

(d) **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 similar organizations, but are not engaged in the real estate profession on their own account or in Association with an established real estate business.

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

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

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 the applicant agrees as a condition to membership to thoroughly familiarize himself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, the Constitution, Bylaws, and Rules and Regulations of the Association, State and National Associations, and if elected a Member, will abide by the Constitutions and Bylaws and the 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 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 the applicant consents that the Association through its Membership Committee/Association of Directors or otherwise, may invite and receive information and comment about the applicant from any member or other persons, and that applicant agrees that any information and comment furnished to the Association by any person in response to the invitation shall be conclusively deemed to be privileged and not form the basis of any action for slander, libel, or defamation of character. The applicant shall, with the form of application, have access to a copy of the Bylaws, 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/Board of Directors, 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*,

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BYLAWS OF THE PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS®, INC.

Bylaws, Rules and Regulations, and Code of Ethics.
(Amended 1/06)

(*) **NO RECENT OR PENDING BANKRUPTCY** is intended to mean that the applicant or any real estate firm in which the applicant is a sole proprietor, general partner, corporate officer, or branch office manager is not involved in any pending bankruptcy or insolvency proceedings or, has not been adjudged bankrupt in the past three (3) years. If a bankruptcy proceeding as described above exists, membership may not be rejected unless the Association establishes that its interests and those of its members and the public could not be adequately protected by requiring that the bankrupt applicant pay cash in advance for Association and MLS fees for up to one (1) year from the date that membership is approved or from the date that the applicant is discharged from bankruptcy (whichever is later). 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.

(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/Association of Directors and shall agree in writing that if elected to membership he/she will abide by such Constitution, Bylaws, Rules and Regulations and Code of Ethics.

*No record of official sanctions involving unprofessional conduct is intended to mean that the Association may only consider:

- A. judgments against the applicant within the past three (3) years of violations 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
- B. criminal convictions if (1) the crime was punishable by death or imprisonment in excess of one year under the law under which the applicant was convicted, and (2) no more than ten years have elapsed since the date of the conviction or the release of the applicant from the confinement imposed for that conviction, whichever is the later date (Adopted 5/07)

(c) 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 any other Association or Association MLS
6. Any misuse of the term REALTOR® 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; See Article V, Section 2 (a) NOTE 2), 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 REALTOR® 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. (Amended 11/09)

Section 3. Election

The procedure for election to membership shall be as follows:

(a) Applicants for REALTOR® (and REALTOR-ASSOCIATE®, where applicable) membership shall be granted provisional membership immediately upon submission of a completed application form and remittance of applicable Association dues and any application fee. Provisional members shall be considered REALTOR® and shall be subject to all of the same privileges and obligations of membership. Provisional membership is granted subject to subsequent review of the application by the Board of Directors. If the Board of Directors determines that the individual does not meet all of the qualifications for membership as established in the Association's Bylaws, or, if the individual does not satisfy all of the requirements of membership (for example, completion of a mandatory orientation program) within 90 days from the Association's receipt of their application, membership may, at the discretion of the Board of Directors, be terminated.

(b) Dues shall be computed from the date of application and shall be non-refundable unless the Association's Board of Directors terminates the individual's membership in accordance with Subsection (a) above. In such instances, dues shall be returned to the individual less a prorated amount to cover the number

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of days that the individual received Association services and any application fee.

(c) The Board of Directors may not terminate any provisional membership without providing the provisional member with advance notice, and 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 the hearing before it or may electronically or mechanically record the proceedings.

(d) If the Board of Directors determines that provisional membership should be terminated, it shall record its reasons with the Chief Executive Officer. If the Board of Directors believes that termination of provisional membership may become the basis of litigation and a claim of damage by a provisional member, it may specify that termination shall become effective upon entry in a suit by the Association for a declaratory judgment by a court of competent jurisdiction of a final judgment declaring that the termination violates no rights of the individual. (Adopted 1/99, Amended 1/05)

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.

NOTE: Orientation programs must meet the learning objectives and minimum criteria established from time to time by the NATIONAL ASSOCIATION OF REALTORS®. (Amended 1/01)

Section 5. Continuing Member Code of Ethics Training
Effective January 1, 2001, through December 31, 2004, and for successive four 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 quadrennial 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 four (4)-year cycle shall not be required to complete additional ethics training until a new four (4)-year cycle commences.

Failure to satisfy this requirement shall be considered a violation of a membership duty. Failure to meet the requirement will result in suspension of membership for the first two months (January and February) of the year following the end of any four (4)-year cycle or until the requirement is met, whichever occurs sooner. On March 1 of that year, the membership of a member who is still suspended as of that date will be automatically terminated. (Adopted 1/01, Amended 5/05)

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. A REALTOR® (non-principal) who becomes a principal in the firm with which he/she/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 Association 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 30 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. (Amended 1/99)

(The Association 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. (Amended 1/05)

ARTICLE VI - PRIVILEGES AND OBLIGATIONS

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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 and Association Rules and Regulations consistent with these Bylaws, after a hearing as provided in the *Code of Ethics and Arbitration Manual* of the Association. Although Members other than REALTORS® are not subject to the Code of Ethics nor its enforcement by the Association, such members are encouraged to abide by the principals established in the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS® and conduct their businesses and professional practices accordingly. Further, Members other than REALTORS® may, upon recommendation of the membership committee or upon recommendation by a hearing panel of the Professional Standards Committee, be subject to discipline as described above, for any conduct, which, in the opinion of the Board of Directors, applied on a nondiscriminatory basis, reflects adversely on the terms REALTOR® or REALTORS® and the real estate industry, or for conduct that is inconsistent with or adverse to the objectives and purposes of the local Association, the State Association, and the NATIONAL ASSOCIATION OF REALTORS®.

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

Section 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 full payment 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, that Board of Directors may condition the right of the resigning Member to reapply for membership upon the applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel.

(a) If a member resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided that the dispute arose while the former member was a REALTOR®. (Amended 1/00)

Section 6. REALTOR® Members.

REALTOR® Members, whether primary or secondary, in good standing whose financial obligations to the Association are paid in full shall be entitled to vote and to hold elective office in the Association; may use the terms REALTOR® and REALTORS®, which use shall be subject to the provisions of Article VIII; and have the primary responsibility to safeguard and promote the standards, interests, and welfare of the Association and the real estate profession.

(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 re-admission 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 affiliates 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

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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 Association 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. (Amended 1/02)

Section 8. Business Partner Members. Business Partner 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. Honorary Membership shall confer only the right to attend meetings and participate in discussions.

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

Section 12. Certification by REALTOR®. "Designated" REALTOR® Members of the Association shall certify to the Association during the month of November on a form provided by the Association, a complete listing of all individuals licensed or certified in the REALTOR®'s office(s) and shall designate a primary Association for each individual who holds membership. Designated REALTOR® shall also identify any non-member licensees in the REALTOR®'s office(s) and if Designated REALTOR® dues have been paid to another Association based on said non-member licensees, the Designated REALTOR® shall identify the Association to which dues have been remitted. These declarations shall be used for purposes of calculating dues under Article X, Section 2(a) of the Bylaws. "Designated" REALTOR® Members shall also notify the Association of any additional individual(s) licensed or certified with the firm(s) within 30 days of the date of affiliation or severance of the individual.

Section 13. Harassment. Any member of the Association may be reprimanded, placed on probation, suspended or expelled for harassment of an Association employee or Association officer or director after an investigation in accordance with the procedures of the Association. As used in this section, harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual's

work performance by creating a hostile, intimidating or offensive work environment. Racial, religious and ethnic harassment also is illegal. The decision of the appropriate disciplinary action to be taken shall be made by the investigatory team comprised of the president, and president-elect and/or vice president and one member of the Board of Directors selected by the highest ranking officer not named in the complaint, upon consultation with legal counsel for the Association. Disciplinary action may include any sanction authorized in the Association's Code of Ethics and Arbitration Manual. If the complaint names the president, president-elect or vice president, they may not participate in the proceedings and shall be replaced by the immediate past president or, alternatively, by another member of the Board of Directors selected by the highest ranking officer not named in the complaint. (Amended 5/08)

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 Constitution and Bylaws and the rules and regulations 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 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 this Association, 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 the Association's Code of Ethics and Arbitration Manual. (Amended 5/08)

Section 2. REALTOR® members of the Association shall have the privilege of using the terms REALTOR® and REALTORS® in connection with their places of

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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. (Amended 1/96)

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 member 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. (Amended 1/01)

Section 4. Institute Affiliate Members shall not use the terms REALTOR® or REALTORS®, or 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 FLORIDA 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 FLORIDA ASSOCIATION OF REALTORS® without further payment of dues. The Association shall continue as a Member of the State and NATIONAL ASSOCIATIONS unless by a majority vote of all its REALTOR® Members, decision is made to withdraw, in which case the State and NATIONAL ASSOCIATION 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 FLORIDA 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 a reasonable amount, not exceeding three (3) times the amount of the annual dues for REALTOR® membership, which shall be required to accompany each application for REALTOR® membership and which shall become the property of the Association upon final approval of the application. (Amended 1/02)

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 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. (Amended 1/05)

(1) For the purpose of this section, a REALTOR® member of a Member Association shall be held to be any member who has a place or places of business within the state or a state contiguous thereto and who, as a principal, partner, corporate officer, or branch office manager of a real estate firm, partnership, or corporation, is actively engaged in the real estate profession as defined in Article III, Section 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.

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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®.

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 membership in the Association. However, membership dues shall not be prorated if the licensee held REALTOR® membership during the preceding calendar year. (Amended 11/09)

(b) REALTOR® Members. The annual dues of REALTOR® members other than the designated REALTOR® shall be as established annually by the Board of Directors. (Amended 1/05)

- (a) 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 (\$75). The National Association shall credit \$25 to the account of a local Association for each Institute Affiliate member whose office address is within the assigned territorial jurisdiction of that Association, provided, however, if the office location is also within the territorial jurisdiction of a Commercial Overlay Association (COB), the \$25 amount will be credited to the COB, unless the Institute Affiliate member directs that the dues be distributed to the other Association. The National Association shall also credit \$25 to the account of state Associations for each Institute Affiliate member whose office address is located within the territorial jurisdiction of the state Association. Local and state Associations may not establish any additional entrance, initiation fees or dues for Institute Affiliate members, but may provide service packages to which Institute Affiliate member may voluntarily subscribe. (Amended 1/02)

(d) Business Partners. The annual dues of each Business Partner shall be in such amount as established annually by the Board of Directors. (Amended 1/05)

(e) Public Service Members. The annual dues of each Public Service Member shall be in such established annually by the Association of Directors. (Amended 1/05)

(f) Honorary Members. Dues payable, if any, shall be at the discretion of the Association of Directors. (Amended 1/05)

(g) Student Members. Dues payable, if any, shall be at the discretion of the Association of Directors. (Amended 1/05)

Section 3. Dues Payable. Dues for all members shall be payable annually in advance on the first day of January. Dues for new members shall be computed from the date of application and granting of provisional membership.

(a) In the event a sales licensee or licensed or certified appraiser who holds REALTOR® membership is dropped for nonpayment of Association dues, and the individual remains with the designated REALTOR®'s firm, the dues obligation of the "designated" REALTOR® (as set forth in Article X, Section 2 (a)) will be increased to reflect the addition of a non-member licensee. Dues shall be calculated from the first day of the current fiscal year and are payable within thirty (30) days of the notice of termination. (Adopted 1/98, Amended 1/05)

Section 4. Nonpayment of Financial Obligations. If dues, fees, fines or other assessments including amounts owed to the Association or the local service center fees 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 Association of Directors. Three (3) months after the due date, membership of 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. A former member who has had his/her membership terminated for nonpayment of dues, fees, fines, or their assessments duly levied in accordance with the provisions of these Bylaws or the provisions of other rules and regulations of the Association or any of its services, departments, divisions or subsidiaries may apply for reinstatement in a manner prescribed for new applicants for membership, after making payment in full of all accounts due as of the date of termination.

Section 5. Deposit. All monies received by the Association for any purpose shall be deposited to the credit of the Association in a financial institution or institutions selected by resolution of the Board of Directors. (Amended 1/05)

Section 6. Expenditures. The Board of Directors shall administer the day to day finances of the Association. Capital expenditures in excess of \$10,000, or 2% of the annual budget, whichever is less, may not be made unless authorized by majority vote or Members eligible to vote present at a meeting of which advance notice was given.

(a) The Association shall employ the services of a Certified Public Accountant who shall review the Association's financial records on a monthly basis

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and report any discrepancies to the Treasurer and Chief Executive Officer.

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 Association Multiple Listing Service shall be noticed to the delinquent Association Member in writing setting forth the amount owed and due date.

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

NOTE: A Member Association'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 President 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 Associations 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 themselves Members of the local Association.

ARTICLE XI - OFFICERS AND DIRECTORS

Section 1. Officers. The elected Officers of the Association shall be a President, President-Elect, Secretary and Treasurer. The Secretary and Treasurer may be the same person. All Officers except the President shall be elected by the General Membership. They shall be elected for terms of one year. The President-Elect shall automatically succeed to the Presidency unless at least sixty days prior to the date of anticipated succession a petition rejecting such succession signed by a least 20% of the REALTOR® members eligible to vote is delivered to the Chief Executive Officer. Upon the delivery of such petition the Board of Directors shall set an election on the issue of rejection of succession as soon as may be reasonably practicable. In order to be effective, the rejection of such succession must be passed by a majority of the REALTOR® members eligible to vote. Upon such rejection, the Chief Executive Officer shall immediately set a new election for the office of President.

Section 2. Duties of Officers. The duties of the Officers shall be such as their titles, by general usage, would indicate and such as may be assigned to them by the Board of Directors. It shall be the particular duty of the Secretary to keep the records of the Association and to carry on all necessary correspondence with the

NATIONAL ASSOCIATION OF REALTORS® and the FLORIDA ASSOCIATION OF REALTORS®. (Amended 1/05)

Section 3. Board of Directors. The governing body of the Association shall be a Board of Directors consisting of the elected Officers, the immediate Past President, the President of the MLS Corporation, and seven elected REALTOR® Members of the Association. Directors shall be elected to serve for terms of three years. The Board of Directors receives no monetary compensation while serving on the Association.

Section 4. Election of Officers and Directors. (a) At least two (2) months before the annual election, a Nominating Committee of five REALTOR® members shall be appointed by the President with the approval of the Board of Directors. The Nominating Committee shall select one candidate for each office and one candidate for each place to be filled on the Board of Directors. The report of the Nominating Committee shall be mailed or where permitted by state law, electronically transmitted to each member eligible to vote at least three (3) weeks preceding the election. Additional candidates for the office to be filled may be placed in nomination by petition signed by at least 5% of the REALTOR® members eligible to vote. The petition shall be filed with the Chief Executive Officer at least two (2) weeks before the election. The Chief Executive Officer shall send notice of such additional nominations to all members eligible to vote before the election.

(b) The election of Officers and Directors shall take place at the annual meeting or where permitted by state law, electronically.

Election shall be by ballot and all votes shall be cast in person (or by a signed facsimile). The ballot shall contain the names of all candidates and the offices for which they are nominated.

(c) The President, with the approval of the Board of Directors, shall appoint an Election Committee of five REALTOR® Members to conduct the election. In case of a tie vote, the issue shall be determined by lot. (Amended 1/05)

Section 5. Vacancies. Vacancies among the Officers and the Board of Directors shall be filled by a simple majority vote of the Board of Directors until the next annual election.

Section 6. Removal of Officers and Directors. In the event that an Officer or Director is deemed to be incapable of fulfilling the duties for which elected, but will not resign from office voluntarily, the Officer or Director may be removed from office under the following procedure:

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

(b) Upon receipt of the petition, and not less than twenty (20) days or more than forty-five (45) days thereafter, a special meeting of the voting membership of the

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BYLAWS OF THE PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS®, INC.

Association shall be held, and the sole business of the meeting shall be to consider the charge against the Officer or Director, and to render a decision of such petition.

(c) The special meeting shall be noticed to all voting members at least ten (10) days prior to the meeting, and shall be conducted by the President of the Association unless the President's continued service in office is being considered at the meeting. In such case, the next-ranking Officer will conduct the hearing by the Members. Provided a quorum is present, a majority vote of Membership present and voting shall be required for removal from office."

(d) There shall be a chief executive officer, appointed by the Board of Directors, who shall be the chief administrative officer of the Association. The chief executive officer shall have the authority to hire, supervise, evaluate and terminate other staff, if any, and shall perform such other duties as prescribed by the Association of Directors. (Adopted 1/05)

The President with the approval of the Board of Directors shall hire and supervise the Chief Executive Officer for the operations of the Association.

The Chief Executive Officer shall not be an Officer of this corporation nor be empowered to bind or commit the Association.

ARTICLE XII - MEETINGS

Section 1. Annual Meetings. The annual meeting of the Association shall be held during October of each year, the date, place, and hour to be designated by the Board of Directors. (Amended 1/05)

Section 2. Meetings of Directors. The Board of Directors shall designate a regular time and place of meetings. Absence from three consecutive regular meetings without an excuse deemed valid by the Board of Directors shall be construed as resignation.

Section 3. Other Meetings. Meetings of the Members may be held at other times as the President of the Board of Directors may determine, or upon the written request of at least 10% of the Members eligible to vote.

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

Section 5. Quorum. A quorum for the transaction of business shall consist of 15% the Members eligible to vote.

Section 6. Electronic Transaction of Business. To the fullest extent permitted by law, the Board of Directors or membership may conduct business by electronic means. (Amended 1/05)

Section 7. 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 Chief Executive Officer 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. (Amended 1/05)

Section 6. Absentee Balloting. Eligible members may vote by absentee ballot up to seven (7) days in advance of General Membership meetings for the purpose of Elections and Bylaw changes by casting such ballots in person, (or by a signed facsimile) at the Association Office before the earlier of 5:00 PM the day of the meeting, or one (1) hour prior to the announced commencement of the meeting. These ballots are to be kept in a secure place with the Chief Executive Officer until said meeting.

ARTICLE XIII - COMMITTEES

Section 1. Standing Committees. The President shall appoint from among the REALTOR® Members, subject to confirmation by the Board of Directors, at the first meeting of the new Association of Directors, the following standing Committees: Commercial Finance Grievance International Legislative Professional Development Professional Standards RPAC. (Amended 1/05)

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

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

Section 4. President. The President and President-Elect shall be ex-officio members of all standing committees and shall be notified of their meetings.

Section 5. 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. (Amended 1/05)

Section 6. Attendance by Telephone. Members of a committee may participate in any meeting through the use of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall be at the discretion of the president and shall constitute presence at the meeting. (Amended 1/05)

ARTICLE XIV - FISCAL AND ELECTIVE YEAR

Section 1. The fiscal year of the Association shall be January 1 to December 31. (Amended 1/05)

Section 2. The elective year of the Association shall be January to January. (Amended 1/05)

ARTICLE XV - RULES OF ORDER

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BYLAWS OF THE PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS® INC.

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

ARTICLE XVI – 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 NATIONAL ASSOCIATION OF REALTORS policy. (Amended 1/05)

Section 2. Notice of all meetings at which amendments are to be considered shall be mailed, faxed or e-mailed 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® or REALTORS®, or any alteration in the territorial jurisdiction of the Association shall become effective upon the approval as authorized by the Board of Directors of the NATIONAL ASSOCIATION OF REALTORS®.

ARTICLE XVII - 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 FLORIDA ASSOCIATION OF REALTORS® or, within its discretion, to any other non-profit tax exempt organization. (Amended 1/05)

ARTICLE XVIII - MULTIPLE LISTING

Section 1. Authority. The Association shall provide for the use of its Members a Multiple Listing Service, either (i) through a lawful corporation of the State of Florida all the stock of which shall be owned by the Board or (ii) through some other means such as being a minority or majority shareholder or a member of a corporation which provides multiple listing services which are made available to the Members of the Association, as may be determined from time to time by the Board of Directors.

Section 2. Shareholder. The Association shall be a Shareholder in the MLS, if applicable.

Section 3. Directors. The Association shall have Directors on the MLS Board of Directors. Such Directors shall be appointed by the Association's Board of Directors in accordance with the Bylaws of the MLS. The MLS Directors shall report all MLS issues back to the Association's Board of Directors.

Section 4. Service Center Fee. The Association shall set the local service center fee for Participants and Users of the MLS who are members of the Association. Such fee shall be assessed by the MLS and remitted to the

Association in accordance with the Service Center Agreement between the Association and MLS.

Section 5. Access to MLS information. Access to MLS information by Association Members and other individuals or agencies, including the cost of access, shall be controlled by the Board of Directors. Association Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, information as determined by the Board of Directors. Association Members who receive such information, either as an Association Service or through the Association's MLS, are subject to the applicable provisions of the MLS Rules and Regulations whether they participate in the MLS or not.

Approved by NATIONAL ASSOCIATION OF REALTORS
June 29, 2000, June 8, 2001, November 14, 2006,
May 16, 2011
Last approval by the PGPCNP Association:
November 12, 2008, November 29, 2010

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Exhibit "C"
Articles of Merger

EXHIBIT C ((H14000300328 3))

ARTICLES OF MERGER

PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS®, INC., a Florida corporation not for profit ("Association") and DESOTO COUNTY BOARD OF REALTORS®, INC., a Florida corporation ("DeSoto") hereby adopt these Articles of Merger pursuant to Florida Statutes Sections 607.1109 and 617.0301(16).

1. Association and DeSoto, being validly and legally formed under the laws of the State of Florida, have adopted a Plan of Merger, a true and correct copy of which is attached hereto as Exhibit "A."

2. The surviving corporation is and shall be PUNTA GORDA-PORT CHARLOTTE-NORTH PORT ASSOCIATION OF REALTORS®, INC., a Florida corporation not for profit.

3. The Plan of Merger was adopted by Association pursuant to Florida Statutes Sections 617.1101 and 617.1103.

4. The Plan of Merger was adopted by DeSoto pursuant to Florida Statutes Sections 607.1101 and 607.1103.

5. The effective date of the merger is upon the later of January 1, 2015 or the delivery of these articles of merger to the Florida Department of State.

6. The Plan of Merger was adopted by Association's members at the meeting held on the 12th day of December, 2014, and the number of votes cast for the Plan of Merger at said meeting was 204.

7. The merger was approved by Association's members at the meeting held on the 12th day of December, 2014, and the number of votes cast for the merger at said meeting was sufficient for approval.

8. The Plan of Merger was adopted by DeSoto's shareholders and members at the meeting held on the 16th day of December, 2014, and the number of votes cast for the Plan of Merger at said meeting was 23.

9. The merger was approved by DeSoto's shareholders and members at the meeting held on the 16th day of December, 2014, and the number of votes cast for the merger at said meeting was sufficient for approval.

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These Articles of Merger are executed as of this ____ day of _____, 2014.

PUNTA GORDA-PORT CHARLOTTE
-NORTH PORT ASSOCIATION OF
REALTORS®, INC., a Florida
corporation not for profit

Dated: _____

By: _____
John Bockin, President

CORPORATE SEAL

Attest: _____
Debra Meredith-Peters, Secretary

DESOTO COUNTY BOARD OF
REALTORS®, INC., a Florida corporation

Dated: _____

By: _____
Timothy Backer, President

CORPORATE SEAL

Attest: _____
Mary Dow, Secretary

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