canopy
MLS

TABLE OF CONTENTS

ARTICLE I - NAME 4

ARTICLE II – PURPOSE AND DEFINITION 4

ARTICLE III - SERVICE AREA 4

ARTICLE IV – DEFINITIONS AND PARTICIPATION 4

Section 1. Member Participant 4

Section 2. Subscribers. 4

Section 3. Participation 4

Section 4. Application for Participation 6

Section 5. Discontinuance of Service 6

Section 6. Designation of Replacement 6

ARTICLE V - SERVICE CHARGES 7

ARTICLE VI - GOVERNING BODY 7

Section 1. Governing Body of Canopy MLS 7

Section 2. Officers of Canopy MLS 7

Section 3. Duties of Officers 7

Section 4. Board of Directors of Canopy MLS 10

Section 5. Nomination and Election of Officers and Directors 12

Section 6. Removal of Directors ..... **Error! Bookmark not defined.**

ARTICLE VII – COMMITTEES 13

Section 1. Committees, Advisory Groups and Task Forces 13

Section 2. Ex-Officio Members 13

ARTICLE VIII - MEETINGS 13

Section 1. Annual Meeting 13

Section 2. Special Meetings 13

Section 3. Quorum and Voting at Meetings of Canopy MLS 13

Section 4. Proxy Voting 13
Section 5. Electronic Transaction of Business 13
Section 6. Meetings of the Board 14
Section 7. Absences 14
Section 8. Presiding Officer 14
Section 9. Action without Meeting 14
ARTICLE IX - FISCAL YEAR 14
ARTICLE X - RULES OF ORDER 14
ARTICLE XI - AMENDMENTS 14
Section 1. Amendments to Bylaws 14
Section 2. Amendments to Rules and Regulations 14
ARTICLE XII - DISSOLUTION 14
ARTICLE XIII – SALE 15
ARTICLE XIV - BONDS 15
ARTICLE XV - INDEMNIFICATION OF DIRECTORS AND OFFICERS 15
ARTICLE XVI – MEMBER HARASSMENT POLICY 15

BYLAWS

January 2026

ARTICLE I - NAME

The name of this organization is Carolina Multiple Listing Services, Inc., d/b/a Canopy MLS ("Canopy MLS" or the "MLS"), a wholly-owned subsidiary corporation of the Charlotte Regional REALTOR® Association, Inc., d/b/a Canopy REALTOR® Association (the "Association").

ARTICLE II – PURPOSE AND DEFINITION

A multiple listing service ("MLS") is a means by which:

(i) cooperation among Member Participants and Subscribers is enhanced;
(ii) listing information is accumulated and disseminated to enable Member Participants and Subscribers to prepare appraisals, analyses, and valuations of real property for bona fide clients and customers;
(iii) Member Participants and Subscribers engaging in real estate appraisal contribute to common databases; and
(iv) listing information is correlated and disseminated in an orderly fashion among Member Participants and Subscribers so they may better serve their clients and the public.

ARTICLE III - SERVICE AREA

The service area within which Canopy MLS shall function shall include any area or portion of an area in which a Member Participant or Subscriber may be able to effectively deliver service to a potential client or customer.

ARTICLE IV – DEFINITIONS AND PARTICIPATION

Section 1. Member Participant. A Member Participant is an individual who is a principal, partner, limited liability company member or manager, corporate officer, branch office manager, trustee, or other person with similar authority acting on behalf of a real estate brokerage firm or appraisal firm, and who meets all of the following requirements:

a) Is a REALTOR® Member of the Association or of another association of REALTOR®, or is an MLS-only Participant (including directors of government agencies);
b) Holds an active real estate broker's license in North Carolina, South Carolina, Georgia, Tennessee, or Virginia or is licensed and certified by the appropriate state regulatory agency in one of those states to engage in the appraisal of real property.

Section 2. Subscribers. A Subscriber is an individual affiliated with a Member Participant including non-principal brokers, sales associates, licensed and certified appraisers, appraiser trainees, and government agency employees who hold an active real estate broker's or salesperson's license in the state of North Carolina, South Carolina, Georgia, Tennessee, or Virginia or are licensed and certified by an appropriate state regulatory agency in one of those states to engage in the appraisal of real property.

Section 3. Participation. Any Member Participant, without further qualification, except as otherwise stipulated in these Bylaws, shall be eligible to participate in Canopy MLS and must comply with the following requirements and agree to the following terms of membership:

a) Complete Canopy MLS application forms and submit the same to the Canopy MLS office with payment of all applicable fees and charges;

b) Agree in writing to abide by the Bylaws and the Rules and Regulations of Canopy MLS.

c) Any applicant for Canopy MLS participation and any licensee (including licensed or certified appraisers or appraiser trainees) affiliated with a Canopy MLS Member Participant who has access to and use of Canopy MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to Canopy MLS Rules and Regulations and computer training related to Canopy MLS information entry and retrieval.

An MLS-Only applicant who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, shall supply evidence satisfactory that the applicant has no record of recent or pending bankruptcy* and no record of official sanctions involving unprofessional conduct**.

However, under no circumstances is any individual or firm, regardless of membership status, entitled to Canopy MLS membership or participation unless they hold a current, valid real estate broker's license in North Carolina, South Carolina, Georgia, Tennessee, or Virginia and cooperate or are licensed or certified by an appropriate state regulatory agency in North Carolina or South Carolina to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by Canopy MLS is strictly limited to the activities authorized under a Member 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 Canopy MLS where access to such information is prohibited by law. The Member Participant in Canopy MLS shall have all rights, benefits and privileges of participation and membership in Canopy MLS, and shall accept all obligations to Canopy MLS for the Member Participant's firm, partnership, corporation or branch offices(s) and shall be responsible for compliance with the Bylaws and Rules and Regulations of Canopy MLS by all persons affiliated with the Member Participant who utilize Canopy MLS. REALTORS® who are Member Participants or Subscribers of Canopy MLS, but are not members of the Association are subject to the REALTOR® Code of Ethics on the same terms and conditions as Association members.

Note: Mere possession of a broker's license is not sufficient to qualify for participation in Canopy MLS. Rather, the requirement that an individual or firm cooperates means that the Member Participant actively endeavors, during the operation of its real estate business, to list real property of the type listed on the MLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude participation in Canopy MLS 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 participation in Canopy MLS 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 Canopy 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 applicable North Carolina, South Carolina, Georgia, Tennessee, or Virginia state law.

The key is that the Participant or potential Participant cooperates with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). This requirement does not permit Canopy 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 cooperate. Canopy MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "cooperate" only if Canopy MLS has a reasonable basis to believe that the Participant or potential Participant is, in fact, not doing so.

These membership requirements shall be applied on a nondiscriminatory manner to all Participants and potential Participants in Canopy MLS.

* No "record of 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, branch office manager, limited liability company or corporate officer is not involved in any pending bankruptcy or insolvency proceeding or has not been adjudged bankrupt in the past three (3) years. If a bankruptcy proceeding, as described above, exists, participation may not be rejected unless the Board of Directors of Canopy MLS (the "Directors" or the "Board") establishes that its interest and those of its participants and the public could not be adequately protected by requiring that the bankrupt applicant pay cash in advance for Canopy MLS dues and 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.

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

(i) judgments against the applicant within the past three (3) years of violations of (1) civil rights law; (2) real estate license law; (3) the REALTOR® Code of Ethics or other membership duties in any REALTOR® association; or (4) other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities; and/or

(ii) 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.

Section 4. Application for Participation. Application for participation in Canopy MLS shall be made in such manner and form as may be prescribed by the MLS Board and made available to any REALTOR® or MLS-only principal requesting it.

Section 5. Discontinuance of Service. Member Participants and/or Subscribers of Canopy MLS may discontinue membership in the MLS by giving Canopy MLS written notice and may reapply to Canopy MLS by making formal application in the manner prescribed for new applicants for participation, provided all past dues and fees are paid in full.

Section 6. Designation of Replacement. In the event of a vacancy created by the death, resignation or other permanent absence of a Member Participant from a firm which continues in operation, Canopy MLS service may be interrupted for a period of time. In order to prevent the service from being interrupted, the firm must designate a replacement as a Member Participant,

submit the appropriate paperwork and pay any applicable fees within forty-eight (48) business hours. The replacement must meet the criteria of Sections 1 and 3 of these Bylaws. If the firm has not designated a replacement within forty-eight (48) hours, Canopy MLS service will be terminated until a replacement is found.

ARTICLE V - SERVICE CHARGES

Charges for participation in Canopy MLS shall be as determined, and as amended from time to time by the Board, and specified in the Rules and Regulations of Canopy MLS.

ARTICLE VI - GOVERNING BODY

Section 1. Governing Body of Canopy MLS. The governing body of Canopy MLS shall be a Board of Directors comprised of the Officers and Directors nominated and elected, or appointed to such positions, as described in this Article. The Board shall owe its primary duty of loyalty to Canopy MLS's shareholder, i.e., the Association.

Section 2. Officers of Canopy MLS. The Officers of Canopy MLS, who shall also be Directors, shall be: a President, Chair-Elect, Secretary, and Treasurer and all shall hold primary or secondary Realtor® membership with the Association. With the exception of the Chair-Elect, the Officers shall be the same persons as, and shall serve in the same positions as, the Officers of the Association and shall be selected in accordance with the Bylaws of the Association. The terms of service of the Officers shall conform to the term requirements prescribed by the Association Bylaws.

(a) **Executive Staff Officer.** The Board shall employ the CEO as the chief executive Officer of Canopy MLS and may delegate to the CEO all or part of the duties of the Secretary and Treasurer and may otherwise prescribe the CEO's functions. In the event of absence or illness of the Secretary and/or Treasurer, the CEO, or its designee, shall assume the duties of those Officers without further authority. The CEO shall have the authority to hire, supervise, evaluate and terminate other staff and/or professional service providers and resources as necessary and shall perform such other duties as prescribed by the Board. In the event of a vacancy in the position of CEO, the Executive Committee shall have the responsibility of insuring that the duties of the CEO are carried out by staff, following the procedures outlined in the Crisis Management Plan policy document, until the position of CEO is filled.

(b) **Executive Committee.** The Board shall have an Executive Committee which shall be composed of the Officers, the immediate Past President and the CEO. The Executive Committee shall have such authority and rights as may be assigned to it by the Board. The CEO shall not have voting privileges.

(c) **Fidelity Bonds Required**. At the discretion of the Board, all Officers and all employees handling Canopy MLS funds may be required to be bonded at the expense of Canopy MLS in such amounts as the Board may instruct.

Section 3. Duties of Officers.

(a) **President**. The President shall be the chief elected officer of Canopy MLS and shall have and exercise general charge and supervision of the affairs of Canopy MLS and shall perform such other duties as may be assigned to the President by the Board. The President shall preside at all meetings of the Member Participants and Subscribers of Canopy MLS, at all meetings of the

Executive Committee and at all meetings of the Board. The President shall, whenever the President deems necessary, call regular or special meetings of the Member Participants and Subscribers and the Board.

(b) **Chair-Elect**. It shall be the duty of the Chair-Elect to assist the President and, in the absence of the President, to preside at all meetings of the Member Participants and Subscribers of Canopy MLS, the Executive Committee and of the Board. The Chair-Elect shall also attend all Executive Committee meetings and all meetings of the Board. The Chair-Elect shall succeed to the office of Chair.

(c) **Secretary.**

(1) The Secretary or the Secretary's designee shall have oversight of such books, documents and papers of Canopy MLS as the Board may determine.

(2) The Secretary or the Secretary's designee shall attend and oversee the preparation of minutes of all the meetings of the Board and Member Participants and Subscribers of Canopy MLS. The Secretary or the Secretary's designee shall oversee the keeping of records containing the names, alphabetically arranged, of all persons, firms, limited liability companies, corporations or partnerships who are Member Participants and/or Subscribers of Canopy MLS, showing their places of business and such records shall be open for inspection if and as may be required by law.

(3) The Secretary or the Secretary's designee may sign with the President, Chair-Elect and the CEO, in the name and on behalf of Canopy MLS, any contracts or agreements of Canopy MLS authorized by the Board.

(4) The Secretary or the Secretary's designee shall perform, in general, all duties incident to the office of Secretary, subject to the control of the Board and shall perform such other duties as may be assigned to the Secretary by the Board.

(d) **Treasurer.**

(1) The Treasurer or the Treasurer's designee shall have oversight responsibility for the custody of all funds, property and securities of Canopy MLS, subject to such rules as may be imposed by the Board. When necessary or proper, the Treasurer or the Treasurer's designee may endorse, on behalf of Canopy MLS, such checks, notes and other obligations as the Board may designate.

(2) The Treasurer or the Treasurer's designee shall sign all checks of Canopy MLS and all bills of exchange and promissory notes issued by Canopy MLS, except in cases where the signing and execution thereof shall be designated by the Board or these Bylaws to some other Officer or agent of Canopy MLS.

(3) The Treasurer or the Treasurer's designee shall perform, in general, all duties incident to the office of Treasurer, subject to the control of the Board and shall assist the Directors as necessary for them to carry out their duties under these Bylaws.

(4) The Treasurer or the Treasurer's designee shall furnish to the Canopy MLS Member Participants and Subscribers, in the first quarter of each calendar year, a report of the income and expenses of the Canopy MLS with comparison to budge for the prior year.

(e) **State Law.** The Officers shall abide by all applicable federal and state laws and the duties enumerated for general standards of conduct for an officer or director of a for-profit corporation.

(f) **Delegations of Duties.** The duties of the Officers of Canopy MLS, as the Board may so instruct, may be delegated to agents and employees of Canopy MLS.

(g) **Death, Resignation, Incapacity or Removal of both the President and Chair-Elect**. In the event of the death, resignation, incapacity, or removal of both the President and the Chair-Elect at the same time, the immediate Past-President shall perform those duties delegated to the President and Chair-Elect as set forth in these Bylaws.

Section 4. Board of Directors of Canopy MLS. There shall be a total of not more than twenty-four (24) appointed or elected Directors of Canopy MLS, (such total to include all of the members of the Executive Committee), to be elected or appointed from among the Member Participants and Subscribers of Canopy MLS as set forth below. The Officers and Directors shall take office on January 1 of each year. No Officer or Director shall serve in the same office for more than two (2) consecutive terms, except for REALTOR® Association Representatives and Large Firm Representatives, as described below. All members of the Canopy MLS Board must be a Member Participant or Subscriber of Canopy MLS. The method of selection and term of office for the Officers and Directors of Canopy MLS shall be as follows:

(a) **At-Large Members.** There shall be three (3) elected At-Large Members of the Board.

(1) Each year, one (1) At-Large Member of the Board shall be nominated and elected in accordance with the provisions of Section 4 of this Article.

(2) The three (3) At-Large Directors shall each serve for staggered terms of three (3) years.

(b) **REALTOR® Association Representatives.** There shall be several REALTOR® Association Representatives, appointed by the REALTOR® Associations noted below:

(1) Canopy REALTOR® Association: Four (4) representatives, one (1) of which must be from the *Northern Region*, which is defined as Iredell County and the towns of Cornelius, Davidson and Huntersville in Mecklenburg County and as determined further from time to time by the Board; and one (1) of which must be from the Western Region, which is defined as all of Haywood County and from Balsam to the Woodfin Creek Area of Eastern Jackson County, until otherwise amended. Each year, the President-Elect shall appoint two (2) additional Canopy REALTOR® Association representatives for the year in which the President-Elect will serve as President.

(2) Land of the Sky Association of REALTORS®: One (1) representative.

(3) Hendersonville Board of REALTORS®: One (1) representative.

(4) Central Carolina Association of REALTORS®: One (1) representative.

(5) Gaston Association of REALTORS®: One (1) representative.

(6) Union County Association of REALTORS®: One (1) representative.

(c) **Large Firm Representatives.** There shall be three (3) appointed Large Firm Representatives. Each year, in determining the slate of candidates, the Nominating and Election

Committee (the "Nominating Committee") will take into consideration which firms qualify as the three largest firms, as determined by the total number of all closed for-sale transaction sides as of the prior calendar year as displayed in the Firm Ranking Report of the current primary MLS system as of March 31 of the current year. (Each firm so identified shall qualify for one (1) Large Firm seat on the Board for the following year.

(1) Each Large Firm Representative shall be appointed by each Large Firm.

(2) Each Large Firm Representative shall serve for a term of one (1) year.

(3) In the event that a Large Firm has more than three (3) Board members from any source, the Large Firm seat allotted to that firm will roll down to the next firm in line that would otherwise qualify for a Large Firm seat.

(d) **Small Firm Representative.** There shall be one (1) appointed Small Firm Representative. A "Small Firm" is a firm with no more than 10 agents as of May 31 of the year prior to appointment.

(1) Each year, the Chair-Elect shall appoint one Small Firm Representative for the year in which the Chair-Elect will serve as Chair.

(2) The Small Firm Representative shall serve for a term of one (1) year.

(e) **South Carolina Representative.** There shall be one (1) appointed South Carolina Representative. A "South Carolina Representative" shall be a Canopy MLS Member Participant or Subscriber licensed and practicing in an office located in South Carolina.

(1) Each year, the Chair-Elect shall appoint one (1) South Carolina Representative for the year in which the Chair-Elect will serve as Chair.

(2) The South Carolina Representative shall serve for a term of one (1) year. Notwithstanding the above, the size, structure and/or composition of the Board of Directors may be altered by the Board, as necessary, upon future Multiple Listing Service acquisitions or mergers, or at any other time or for any other reason it may deem necessary or appropriate. At such time, to aid the Board in making decisions about any alteration to its size, structure or composition, the Board may utilize the *Growth Generator* tools considered by the *Governance Task Force* and as described in the *Report of the Governance Task Force* dated March 2022.

***Note**: In the event of a firm merger that would cause there to be too many board members from one firm serving on the Board of Directors, the affected Board member shall be permitted to remain on the Board of Directors for the remainder of the calendar year.

(f) **Budget.** The Board of Directors shall be the governing body of Canopy MLS and shall have control of all affairs of Canopy MLS. The Board shall, prior to the end of each fiscal year, prepare or cause to be prepared, a budget reflecting projected income from all sources and projected costs and expenses of Canopy MLS for the next fiscal year. The budget shall be submitted to the Board for approval, and to the Association's Board of Directors for informational purposes, no later than the last Board of Directors meeting prior to the first day of the next fiscal year.

Section 5. Nomination and Election of Officers and Directors.

(a) **Nomination**.

(1) The Nominating Committee of the Association shall also serve as the Nominating Committee of Canopy MLS, and shall be appointed by the President, with approval of the Executive Committee. The Nominating Committee shall be comprised as described in the Association's Bylaws. If possible, every effort will be made by the President to appoint one (1) Canopy MLS Member Participant and/or Subscriber who is either not a primary member of the Canopy Realtor® Association or is from an office located outside of Mecklenburg County, with approval of the Executive Committee, to serve on the Nominating Committee in order to help identify candidates for Chair-Elect and to fill the open At-Large seat on the Board. Additionally, each participating association will be asked to put forth a candidate for the at-large seat.

The Nominating Committee shall select at least one candidate for Chair-Elect and the At-Large seat to be filled on the Board.

(2) At least one hundred twenty (120) days before the annual election, the Nominating Committee shall notify all Member Participants and Subscribers of the requirements for the At-Large Director position and the time period within which to submit applications for candidacy. After the last date for submission of applications, the Nominating Committee shall review all candidates' applications, and nominate at least one (1) candidate for each open position.

(3) The report of the Nominating Committee including the profiles and photos of the candidates and the petition candidate information shall be posted on the Canopy Web site at least thirty (30) days prior to the second Friday in September.

(b) **Election.**

The Canopy MLS Board election shall be concurrent with the Canopy Realtor® Association election. Only those candidates nominated by the Nominating Committee shall be placed on the official on-line ballot. At least four (4) days prior to the second Friday in September the Executive Committee shall adopt and post the election rules and the official on-line ballot on the Canopy Web site and, thereafter, all Member Participants and Subscribers with voting rights may vote online.

Any Member Participant or Subscriber who does not have access to the Internet may come to the Canopy office during regular business hours beginning four (4) days prior to the second Friday in September and vote online. All votes must be cast on-line no later than the close of business on the second Friday in September of the applicable election year. All votes shall be confidential. The candidate receiving the largest number of votes cast is elected. In case of a tie vote, the election shall be determined by runoff.

(c) **Election Judge**.

The immediate Past President, or such person's designee, shall act as the Election Judge and shall oversee the tabulation of votes. In the event the immediate Past President is not available, the Secretary or the Secretary's designee will oversee the election. The validity of all votes shall be at the sole determination of the Election Judge. Results of the election will be published when available. Final "per-candidate" vote totals will be available to any Member Participant or Subscriber upon written request.

(d) **Vacancies.**

(1) The filling of any vacancies of any Officer position will be handled in accordance with the procedures set forth in the Association's Bylaws.

(2) If any Director is suspended or terminated from membership in the MLS, for any cause, including the nonpayment of financial obligations, then the office or seat occupied by such person shall be deemed to be immediately vacated. Any such vacancy shall be filled by a simple majority vote of the Board and the term of the Director so appointed shall expire on the date the term of the suspended or terminated Director would otherwise have expired.

(3) In the event the seat on the Board occupied by a Large Firm Representative becomes vacant, a replacement for that seat shall be appointed by the Large Firm whose seat has been vacated. The term of the Large Firm Representative so appointed shall expire on the date such term was set to expire.

(4) In the event the seat on the Board occupied by a Small Firm Representative becomes vacant, a replacement for that seat shall be appointed by the current President. The term of the Small Firm Representative so appointed shall expire on the date such term was set to expire.

(5) In the event the seat on the Board occupied by a REALTOR® Association Representative becomes vacant, that seat shall be filled by the REALTOR® Association whose seat has been vacated. The term of the REALTOR® Association Representative so appointed shall expire on the date such term was set to expire.

(6) If a vacancy is created as a result of the nomination of a Director to another office, said vacancy shall be filled in accordance with Section 4.D.2. above.

(7) In the event of death, resignation, incapacity, or removal of any Director, the seat on the Board shall be deemed to be immediately vacated. Such vacancies may be filled by simple majority vote of the Board and the term of a Director so appointed shall expire on the date that the term of the deceased, resigned, incapacitated or removed Director would otherwise have expired.

Section 6. Removal of Directors. In the event a Director is deemed to be incapable of fulfilling the duties for which elected or appointed, but will not resign voluntarily, such Director may be removed under the procedure set forth below. Any Director so removed shall not be eligible for nomination for any Officer or Director position for a period of three (3) years after the removal.

(a) A petition seeking the removal of a Director and signed by a majority of all of the other Directors shall be filed with the President and shall specifically set forth the reasons the individual should 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 Board shall be held and the sole business of the meeting shall be to consider the petition filed against the Director and to render a decision on such petition.

(c) Notice of the Special Meeting shall be given at least ten (10) days prior to the meeting. The meeting shall be conducted by the President. Provided a quorum is present, a three-fourths vote of those Directors present and voting shall be required for the removal from office. In the event

that removal involves the President and the Chair-Elect, the Immediate Past President will conduct the meeting. In the event that removal involves the President and the Immediate Past President, the Chair-Elect will conduct the meeting.

ARTICLE VII – COMMITTEES

Section 1. Committees, Advisory Groups and Task Forces. The President shall, with the approval of the Board, appoint such committees, advisory groups and task forces, as the President deems necessary. Such may include Member Participants or Subscribers, employed by or affiliated as independent contractors with a Member Participant, who may serve either as a chair or member of such. All associations of REALTORS® participating in Canopy MLS, regardless of size, shall be entitled to appoint one (1) individual representative from such association to serve on the Canopy MLS Advisory Group.

Section 2. Ex-Officio Members. The President, Chair-Elect and CEO (or their respective designee(s)) shall be ex-officio members of all committees, advisory groups and task forces, with the exception of the Grievance and Professional Standards Committees, and shall be notified of all meetings. The President and Chair-Elect shall have voting privileges, but the CEO (or the CEO's designee), shall not have voting privileges.

ARTICLE VIII - MEETINGS

Section 1. Annual Meeting. The annual meeting of Member Participants and Subscribers of Canopy MLS shall be held each year at a time and place specified by the Board or, if allowed by law, may be conducted by electronic/virtual means (e.g., "Zoom", or similar, meetings).

Section 2. Special Meetings. Special meetings of Member Participants and Subscribers of Canopy MLS may be called from time to time by the President or by the Board. Written or electronic notice stating the day, place and hour of the meeting, the purpose(s) for which the meeting is called, shall be given to all Member Participants and Subscribers as may be required by law.

Section 3. Quorum and Voting at Meetings of Canopy MLS. A quorum for the transaction of business at a meeting of the Member Participants and Subscribers of Canopy MLS shall consist of those Member Participants and Subscribers present and eligible to vote. A majority vote by such Member Participants and Subscribers present and voting at a meeting attended by a quorum shall be required for passage of motions.

Section 4. Proxy Voting. Proxy voting shall not be permitted in connection with the business of Canopy MLS.

Section 5. Electronic Transaction of Business. To the fullest extent permitted by law, Canopy MLS, its committees and the Board may conduct business by electronic/virtual means, e.g., *"Zoom*" or similar meeting format. Virtual meetings shall not be recorded or monitored using Artificial Intelligence ("AI") powered tools or software to record, monitor or analyze meetings or communications. This includes but is not limited to, tools for transcription, surveillance, sentiment analysis, or unauthorized data aggregation. Violations of this provision may result in disciplinary action, up to and including removal from the Board.

Section 6. Meetings of the Board. The Board shall designate a regular time and place for its regular meetings. Meetings may be held at other times as the President or the Board may determine.

Section 7. Absences. Absence by a Director from three (3) regular meetings in a calendar year shall be construed as a resignation. Exceptions may be granted by the Executive Committee for extreme situations. From time to time, the Board shall adopt a policy or policies (such as the MLS Board Responsibilities Document) regarding the extent to which remote attendance at Board meetings is/is not allowed, the number of absences from Board meetings a Director will be allowed in a given year, etc. Any such policy may be modified, at any time, by the Board.

Section 8. Presiding Officer. At all meetings of the Member Participants and Subscribers, or of the Board, the President, or, in the absence of the President, the Chair-Elect, shall serve as presiding Officer. In the absence of the President and Chair-Elect, the President shall name a temporary chairperson, or upon the President's failure to do so, the Board shall appoint a temporary chairperson.

Section 9. Action without Meeting. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, electronically or otherwise, setting forth the action so taken, shall be agreed upon by all of the Directors. Any action so taken shall be effective when all the Directors have approved the action unless the action specifies a different effective date.

ARTICLE IX - FISCAL YEAR

The fiscal year of Canopy MLS shall commence on January 1 and shall end on December 31 of each year.

ARTICLE X - RULES OF ORDER

The Rules contained in the current edition of "Robert's Rules of Order Newly Revised" shall govern Canopy MLS business meetings in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order Canopy MLS may adopt.

ARTICLE XI - AMENDMENTS

Section 1. Amendments to Bylaws. Amendments to these Bylaws shall be by consideration and approval of the Board by a majority vote of those Directors voting on the amendment(s) at a meeting at which a quorum is present.

Amendments mandated by the National Association of REALTORS® for verbatim adoption by member MLSs shall be incorporated into these Bylaws and shall become effective upon review by the Board.

Section 2. Amendments to Rules and Regulations. Amendments to the Rules and Regulations of Canopy MLS shall be by consideration and approval of the Board.

ARTICLE XII – DISSOLUTION

In the event Canopy MLS shall at any time terminate its activities, the Board shall consider and adopt a plan of liquidation and dissolution with the approval of its shareholder, if required by law.

Said plan shall provide for the collection of all assets, the payment of all liabilities and the remaining portions thereof to be assigned to the Association.

ARTICLE XIII - SALE

The sole shareholder of Canopy MLS shall have the exclusive authority to approve and effectuate any sale, transfer, or disposition of all or substantially all of the shares or assets of Canopy MLS. Canopy MLS shall not engage in any such sale, transfer, or disposition without the prior written consent of its shareholder. This provision is intended to ensure that the decision regarding the sale or transfer of Canopy MLS's ownership or assets is within the sole discretion of its shareholder.

ARTICLE XIV – BONDS

The Board may, by resolution, require any Officer to give bond to Canopy MLS, with sufficient sureties, conditioned on the faithful performance of the Officer's duties.

ARTICLE XV - INDEMNIFICATION OF DIRECTORS AND OFFICERS

Canopy MLS shall indemnify any Director or Officer or former Director or Officer of Canopy MLS or any person who has served at its request as a Director or Officer of another corporation, partnership, joint venture trust or other enterprise, such person's heirs, executors and administrators, against liabilities and reasonable litigation expenses, including attorneys fees, incurred by any of them in connection with actions, suits or proceedings in which any such person is made or is threatened to be made a party by reason of being or having been such Director or Officer, except in relation to matters as to which any such person shall be adjudged in such action, suit or proceeding to have acted in bad faith or to have been liable or guilty by reason of willful misconduct in the performance of duty. Canopy MLS may also reimburse any Director or Officer or such person's heirs, executors and administrators, in settling said action, suit or proceeding should Canopy MLS decide that it is in its best interests that such settlement be made. The foregoing right to indemnification shall not be deemed exclusive of any other rights to which such person or persons may be entitled under any Bylaw, agreement, vote of the Board, or otherwise.

ARTICLE XVI - MEMBER HARASSMENT POLICY

The Member Participants and Subscribers of the Canopy MLS are to abide by the highest ethical standards. No type of harassment shall be tolerated between such persons and staff. Harassment shall include sexual harassment, violent harassment (actual or implied threat of disruptive physical behavior or verbal intimidation), obscene language and harassment on any other basis. As used in this Article, harassment means any verbal, physical, electronic or digital conduct including threatening or obscene language, unwelcome sexual advances, hugging, 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. Harassment also includes actions, words, jokes or comments based on the individual's sex, sexual orientation, race, color, national origin, age, religion, disability, citizenship, sexual orientation or any other characteristic will not be tolerated. Therefore, any Member Participant or Subscriber of Canopy MLS may be reprimanded, placed on probation, suspended or expelled for harassment of an employee. The appropriate disciplinary action to be taken shall be made by a committee comprised of the President, the Chair-Elect and one Member of the Board selected by the highest-ranking Officer not named in the complaint, upon consultation with legal counsel for Canopy MLS. Disciplinary action may include any sanction authorized in the Canopy MLS Rules and Regulations. If the complaint names the President or Chair-Elect, such person(s) shall not

participate in the proceedings and shall be replaced by the immediate Past President or, alternatively, by another Member of the Board selected by the highest-ranking Officer not named in the complaint. The decision of the committee shall be final.