

**AMENDED RULES AND REGULATIONS  
FOR  
OTERO COUNTY ASSOCIATION OF REALTORS®, Inc.  
Incorporating Amendments through September 23, 2014**

**FOREWORD:** These Rules and Regulations are established for the purpose of setting out guidelines for the operation of the Otero County Association of REALTORS®, hereinafter referred to as the “Association”. Recommendations for additional Rules and/or Amendments to the current rules contained herein may be made, in writing, by any REALTOR® Member of the Association, and submitted to the Association Rules and Regulations Committee, hereinafter referred to as the “Committee” for eventual consideration toward approval, respectively by the Committee, the Board of Directors, and the Membership. However, the Directors may, at any regular or specially called meeting of the Directors, wherein a quorum is present, and without consideration of the Committee or the Membership, approve new Rules or Amendments mandated by Policy of the NATIONAL ASSOCIATION OF REALTORS®, (NAR), or those that the Directors deem are in the best interests of the Membership and the Association.

**RULE # 1: Appointment of the Committee Chairperson:**

- a. Prior to the Thirty First (31<sup>st</sup>) Day of December in any Fiscal and Elective Year, the Incoming President will, with the approval of the Board of Directors hereinafter referred to as the “Directors”; appoint one (1) REALTOR® Member as Chairperson.
- b. The Committee Members, consisting of three (3) to five (5) REALTORS®, will be approved by the President; will review these Rules and Regulations on a continual basis to assure their currency.

**RULE # 2: Association Staff:**

- a. The Association Staff will be supervised by the Association President, and will receive instructions and directions only from the President or the Board of Directors.
- b. The Association Staff is accountable to the Directors and the Members of the Association, but only through the Association President.
- c. Any request for Staff time or assistance will be coordinated through the Association President. With the exception of routine interactivity with the Committee or Members of the Association, any instructions/directions from sources other than the President will be issued only upon advice from and approval by the President.
- d. Any alleged difficulty experienced by a Member, whether Officer, Director, or otherwise, will be reported to the President, through appropriate channels for his/her action(s) as he/she deems appropriate.
- e. Any violation of this Rule will subject the violator to disciplinary action as may be deemed appropriate by the Directors.

**RULE # 3: Employment, Retention, Termination of Employee Services:**

- a. The Directors are empowered with the authority and responsibility to determine the employment, retention of, or termination of an Employees Services.
- b. After completion of appropriate procedural action(s) set out in “Guidelines for Officers and Directors Insurance”, as published by NAR, the Directors are authorized to terminate the services of an Employee.
- c. At the discretion of the Directors, an Employee’s Job Performance may be reviewed on a non-scheduled basis to determine the retention or termination of the Employee’s services.
- d. There will be no scheduled, periodic increases in an Employee’s Salary/Hourly Wage. Any increases in the Employee’s Salary/Hourly Wage will be determined and awarded at the discretion of the Directors.

**RULE # 4: Association Business Practice:**

- a. The President is the only authorized Spokesperson for the Association. No other individual will speak for the Association on matters affecting the Association or its Membership, without prior approval by the President. However, the President may designate such other Member(s) as he/she deems appropriate to speak on specific issues affecting the

Association or its Membership. (e.g. NM Legislature convenes a Committee, in Santa Fe, toward possible enactment of a Law that will affect Businesses within the City. The city calls for a REALTOR® to discuss how the law, if enacted, will affect the Local Real Estate Industry. The Chair of the Association's Legislative Committee attended the Committee Meeting - - or received information on the Meeting from RANM; therefore the President selects him/her to speak, and accompanies him/her to the "City Meeting.")

- b. The President is the only individual authorized to contact Legal Counsel on behalf of the Association. He/she may appoint another individual to contact Legal Counsel as he/she deems beneficial or appropriate for the Association.
- c. Two signatures are required on all checks issued by the Association.
- d. Authorized signatures for signing checks will be determined by the Directors.
- e. The Annual Association Budget will be established and managed in accordance with the Association Bylaws.
- f. The Budget Committee Chairperson will render a Monthly Status Report to the Directors and Membership.
- g. The Directors may review or audit the Association Accounts. *(amended 8/26/2014)*

**RULE # 5: Contracts and Encumbrances:**

- a. No member of this Association is authorized to sign Contracts or other Agreements that will encumber the Association with Financial or other Liabilities without approval by two-thirds (2/3rds) majority vote of the Directors.
- b. The Association President, President-Elect, and Executive Officer are authorized to sign Lease Agreements or Extensions thereof, after the terms and conditions of such Lease or Extension have been approved by a simple majority of the Directors, wherein a quorum is present and voting at a regular or specially called Directors' Meeting, or by Telephone Poll of the Directors in a situation considered to be of emergency status.

**RULE # 6: Membership Application:**

The provisions of ARTICLE V, Section 1 through 6, of the Association Bylaws will apply in all cases whereby an individual applies for membership in the Association.

**RULE # 7: New Member Orientation Training:**

- a. Each new member is required to attend Orientation Training within Sixty (60) Days after he/she has been approved for membership, unless he/she is excused from such attendance by the Board of Directors. *(amended 8/26/2014)*
- b. In the event the new member fails to attend Orientation Training as set out above, and as further provided in his/her Application for Membership, his/her membership in the Association will be terminated.
- c. Upon application for Membership, each Applicant will be furnished a copy of the Code of Ethics, a copy to the Association Bylaws and a copy of these Rules and Regulations.
- d. In addition to the above cited documents, each Qualifying Broker applying for membership in the Association will be furnished a copy of the current Rules and Regulations of the Multiple Listing Service, a Committee of the Association.

**RULE # 8: Dues, Fees, Fines, Assessments, and Other Financial Obligations:**

- a. All Dues, Fees, Fines, and Assessments are due and payable as is established in the Association Bylaws.
- b. ASSOCIATION DUES/MLS FEES: The Annual Association Dues and MLS Fees will be established by the Board of Directors. After review of the Association's Budgetary requirements, the Directors are empowered with the authority to revise [increase/decrease] the amount of Annual Association Dues and MLS Fees, as the needs of the Association may dictate.
- c. STATE (RANM) and NATIONAL [NAR] DUES, FEES AND ASSESSMENTS: The Annual RANM and NAR Dues, Fees, and Assessments are set by the Directors of those organizations, respectively.

- **[CAVEAT]** RANM and NAR Dues will be either paid in full or prorated in accordance with the Policies of those organizations. Additionally, any Member who is dropped from membership, and eventually renews such membership during the current Fiscal and Elective Year, or after the commencement of the Next Fiscal and Elective Year, will pay the RANM “Reinstatement Fee” in addition to other required Dues, Fees, and Assessments, regardless of the date of his/her renewal.

d. **DELINQUENCY ASSESSMENT:**

(1) A “Delinquency Assessment” in the amount of One Hundred Dollars (\$100.00) will be imposed wherein Renewal Dues, MLS Fees, and Assessments are not paid by the Delinquency Date established in the Association Bylaws, or on the next Business Day following the Delinquency Date, if such Delinquency Date falls on a Weekend or Holiday.

(2) A “Delinquency Assessment” in the amount of One Hundred Dollars (\$100.00) will be imposed in those cases wherein a Member who held membership in the Association during the immediately preceding year and was dropped from membership for non-payment of applicable Dues, Fees, and Assessments by the Thirty First (31<sup>st</sup>) Day of December, or on the last Business Day of the Calendar Year if the Thirty First (31<sup>st</sup>) Day of December falls on a weekend; but renews his/her membership on or after the commencement of the next Fiscal and Elective Year.

(3) The Directors will give consideration to circumstances involved in those special cases wherein a Member who held membership in the Association during the immediately preceding year and was dropped from membership for reasons *other than* non-payment of Dues, Fees, and Assessments, but renews his/her membership on or after commencement of the next Fiscal and Elective Year. In the event a “Delinquency Assessment” is imposed, it will be in the amount of One Hundred Dollars (\$100.00).

(4) In the event all Fines, Assessments, or other Financial Obligations, other than Dues and MLS Fees, filed against a member during the current Fiscal and Elective Year and are left unpaid by the First (1<sup>st</sup>) Day of December, or the next Business Day if the First (1<sup>st</sup>) Day of December falls on a weekend, they will be added to the Annual Dues and MLS Fees due and payable by the “Debtor” Member who is renewing his/her membership for the Next Fiscal and Elective Year.

(5) **REFUND:**

a. Refunds, if any, of Association Dues and MLS Fees will be processed in accordance with the Bylaws of the Association.

b. RANM Dues and Assessments and NAR Dues and Assessments will not be refunded after they have been transmitted to those organizations.

(6) **ACCOUNTS RECEIVABLES:**

a. All Fines, Assessments, and Other Financial Obligations [other than Dues and MLS Fees] are due and payable within Ten (10) Days after the Billing Date to the Debtor.

b. After Thirty (30) Days from the date of the Initial Billing Date to the Debtor, an assessment of Ten Dollars (\$10.00) per month, not to exceed Ninety Dollars (\$90.00), will be added to all unpaid balances.

c. “Balances” that are not paid within Ninety (90) Days after the Initial Billing Date to the Debtor, will be turned over for collection. Otherwise the policy set out in ‘d.(4)’, above will apply.

**RULE # 9: Meetings:**

a. An Annual General Membership Meeting will be convened in accordance with the Association Bylaws.

b. Regularly Scheduled Directors’ Meetings are convened on the Fourth (4<sup>th</sup>) Tuesday of each Month unless otherwise determined by the President or the Directors. Such Meetings are open to all members of the Association, except those wherein the Directors go into an “Executive Session”, as provided in the Association Bylaws.

c. Regularly Scheduled Membership Luncheon Meetings are convened on the Second (2<sup>nd</sup>) Tuesday of each Month, at such time and location as may be determined by the Member Services Committee.

d. The Association may convene an “Inaugural Meeting” as is set out in the Association Bylaws.

e. Written notification of all Membership Meetings, setting out the date, time, place, and purpose of the meeting will be given to each Association Member at least One (1) Week in advance of the meeting, in order for them to arrange their

schedules to attend.

f. With the exception of “REALTOR® Of The Year”, “Nominating”, “Grievance and Professional Standards” Committees, and “Mediation Panels”, all Committee Meetings are open to any Member who wishes to attend.

g. The President has the Right, but not the Duty, to invite/require Committee Chairs and/or other Members to attend Directors’ Meetings for the purpose of providing specific Committee Reports, or other input on matters affecting the Association or its Membership that are being deliberated by the Directors.

h. With the exception of the Grievance and Professional Standards Committees, and a Mediation Panel, the Committee Chairpersons have the Right, but not the Duty, to invite Non-Committee Members to Committee Meetings for the purpose of providing input on matters being deliberated by the Committee.

i. Such attendance restricts the Attendee’s involvement in either a Directors’ Meeting or a Committee Meeting to only those specific reports or requested input information required of the Attendee; and does not authorize the Attendee to enter into discussion on other issues being considered by the Directors or the Committee, unless so authorized by the President, in the case of a Directors’ Meeting, and the Chairperson, in the case of a Committee Meeting.

**RULE # 10: Committees:**

Standing and/or Special Committees will be appointed/organized in accordance with ARTICLE XIII of the Bylaws of the Association. (*amended 8/26/2014*)

**RULE # 11: Professional Standards:**

*All Ethics Complaints, Requests and Agreement to Arbitrate, Response and Agreement to Arbitrate, and Requests for Mediation will be furnished to and processed by the Executive Officer in accordance with the Association Bylaws.*

*At No Time will one Committee furnish its finding(s) and recommendation(s) directly to another Committee.*

*All requests for information, and transfer(s) of finding(s) and recommendation(s) from one Committee to another Committee, will be accomplished by Typewritten Letter to the Executive Officer, and signed by all the Members of the Committee. . . . For the Executive Officer’s Action(s).*

a. The President will be advised only that an Ethics Complaint, Request and Agreement to Arbitrate, or Request for Mediation has been filed with the Association Executive Officer.

b. The Executive Officer, Members of a Grievance Committee, Members of a Professional Standards Committee, or Members of a Mediation Panel *will not, nor will they be required to, reveal to anyone the content or name the parties involved* in an Ethics Complaint, Request and Agreement to Arbitrate, or Request for Mediation to anyone except the Parties involved unless and until such revelation is authorized by the Code of Ethics and Arbitration Manual, as adopted into the Bylaws of this Association.

**[CAVEAT]**

*No individual may participate in the deliberation of more than one tribunal on the same matter. (RE: Part One, Section1 (u), Code of Ethics and Arbitration Manual.)*

**[CAVEAT]**

*To the extent practical, members of the Grievance Committee will not be appointed to serve simultaneously on the Professional Standards Committee or on the Board of Directors to avoid conflict with the prohibition on serving on more than one (1) tribunal in the same matter. (RE: Part Two, Section 15, Code of Ethics and Arbitration Manual.)*

**[CAVEAT]**

*To the extent practical, members of the Professional Standards Committee will not be appointed to serve on the Grievance Committee or on the Board of Directors to avoid conflict with the prohibition on serving on more than one (1) tribunal in the same matter. (RE: Part Two, Section 16, Code of Ethics and Arbitration Manual.)*

c. This Association is authorized to select and appoint Members to serve on a Professional Standards Committee, solely for the purpose of reviewing Ethics Complaints and/or Arbitration Requests to determine if they warrant forwarding to the Ruidoso/Lincoln County Association of REALTORS® for a hearing by a Hearing Panel, in accordance with the Cooperative Agreement that exists between this Association and the Ruidoso/Lincoln County Association of REALTORS®. (*amended 8/26/2014*)

d. In the event the Professional Standards Committee requires information in addition to that contained in the Case File furnished by the Grievance Committee, the Executive Officer will be advised of such requirement, in typewritten form and signed by all the Members of the Committee; and the Executive Officer will secure the information and provide it to the Committee.

e. Under the provisions of **Section 40, Cooperative Enforcement Agreements**, currently found on Page 25 of the *Code of Ethics and Arbitration Manual*, this Association is **prohibited** from selecting and appointing Association Members to serve on an “*Internal Professional Standards Hearing Panel*” for the purpose of hearing cases involving a member or members of the Association.

f. **Functions of the Grievance Committee: (RE: Part Three, Section 18, Code of Ethics and Arbitration Manual.)**

(1) The Grievance Committee is charged with the responsibility to *only* conduct a preliminary review of an Ethics Complaint or Arbitration or Mediation Request to determine if the Complaint or Request warrants further consideration by a Professional Standards Committee toward a Hearing by a Hearing Panel, or Mediation by a Mediation Officer or Panel.

(2) The Grievance Committee does not conduct Hearings; interview either of the parties involved in the Complaint or Request, or determine if a violation of the Code of Ethics has occurred.

g. Neither the Grievance Committee, as a whole, or any member thereof, will make contact in person; by mail; by FAX; by E-Mail, or by Phone with the Complainant(s) or Respondent(s) involved in any case being reviewed by the Committee.

h. In the event the Grievance Committee requires information in addition to that contained in the Complaint or Response, the Executive Officer will be advised of such requirement, in typewritten form and signed by all the Members of the Committee; and the Executive Officer will secure the information and provide it to the Committee.

i. All Forms and Letters relevant to each case will be typewritten and signed by the Executive Officer, except:

(1) in those cases whereby the Members of the Grievance Committee advise the Executive Officer of the Committee’s requirement for additional information, or the Committee’s decision after review of an Ethics Complaint or Arbitration/Mediation Request;

(2) in those cases whereby Members of the Professional Standards Committee advise the Executive Officer that additional information is required of the Complainant(s) and/or the Respondent(s) involved in the case *prior to* completion of their review of the case;

(3) in those cases whereby the Members of the Professional Standards Committee advise the Executive Officer that the case should be forwarded to the Ruidoso/Lincoln County Association of REALTORS® for a Hearing;

j. in those cases whereby the members of the Professional Standards Hearing Panel certify to their qualifications;

k. in those cases whereby the members of the Professional Standards Hearing Panel set out their decision after a Hearing of an Ethics Complaint or Request for Arbitration.

l. in those cases whereby Members of the Board of Directors, or a Hearing Panel thereof, set out their decision on (i) review of a Professional Standards Hearing Panel’s decision in an Ethics or Arbitration Case; (ii) their decision after hearing an “Appeal” from the decision evolving from a Grievance Committee Review or Professional Standards Hearing; or (iii) their decision after hearing a Request For Procedural Review evolving from the decision of a Professional Standards Hearing Panel.

m. None of the signatory responsibilities set out above can be designated.

n. **ARBITRATION/MEDIATION:**

Each party, the Complainant and the Respondent, involved in a Request and Agreement to Arbitrate will deposit a Non-Refundable “Filing Fee” in the amount of Two Hundred Fifty Dollars (\$250.00), but not to exceed Five Hundred Dollars (\$500.00) with the Executive Officer when the Request/Response and Agreement to Arbitrate is filed.

o. **APPEAL FROM THE DECISION OF A PROFESSIONAL STANDARDS HEARING PANEL:**

- (1) In an Appeal from the decision of a Professional Standards Hearing Panel, the Appellant will deposit a "Filing Fee" in the amount of Two Hundred Fifty Dollars (\$250.00), but not to exceed Five Hundred dollars (\$500.00) with the Executive Officer when the Appeal Forms and accompanying documents are filed.
- (2) The disposition of the Filing Fee, after the Hearing, is at the discretion of the Hearing Panel.

**RULE # 12: State and National Communications:**

- a. The REALTORS® Association of New Mexico (RANM) will be provided with copies of all Communications emanating from this Association and intended for the NATIONAL ASSOCIATION OF REALTORS® (NAR).
- b. Copies of Communications received from, or furnished to, either RANM or NAR, or both, and deemed notable by the President or the Directors will be furnished to each member of the Association.

**RULE # 13: State Director:**

- a. The Directors will appoint an active REALTOR® Member as a RANM Director to serve on the RANM Board of Directors as a representative of this Association, and one (1) active REALTOR® Member as an alternate RANM Director to serve in this same capacity, when applicable.
- b. The term of service of the appointees will be for a two (2) year period, commencing on the First (1<sup>st</sup>) Day of January and terminating on the Thirty First (31<sup>st</sup>) Day of December, two (2) years hence.
- c. This Association will be represented by the appointed Director, or the Alternate Director as may be applicable, at all regularly scheduled and specially called meetings of the RANM Board of Directors.
- d. Absence from any meeting of the RANM Board of Directors by the appointed Director, or the Alternate Director, as may be applicable, will be approved *only* by the President of this Association, or if this Association's President is not available, *only* the President of RANM may approve the absence of either the appointed Director or Alternate Director. No other individual(s), including the RANM Staff, may approve the absence of either the Director or Alternate
- e. In the event the appointed Director, or the Alternate Director in the absence of the appointed Director, fails to attend one (1) regularly scheduled or specially called meeting of the RANM Board of Directors without approval, the unapproved absence will be deemed resignation by that individual and a new Director or Alternate, as applicable, will be appointed by this Association's Board of Directors.
- f. Duties and Responsibilities applicable to the Director or Alternate will be given to each individual upon his/her appointment.

**RULE # 14: Travel Per Diem:**

- a. The Association Budget will contain a separate Line Item for the payment of Travel Per Diem to *[each]*, the President, the President-Elect, the Executive Officer and the RANM Director (or Alternate as may be applicable) for attendance at RANM Conferences, as is set out below.
- b. The President, President-Elect, and RANM Director are expected to attend the regularly scheduled RANM Conferences in each Calendar Year.
- c. The Executive Officer is expected, and encouraged, to attend the regularly scheduled conferences of the RANM Executive Officers' Committee that are convened each Calendar Year.
- d. The President, President-Elect, and RANM Director are expected to attend the RANM "Leadership" Meeting that is convened in the Month of January of each Calendar Year.
- e. The President, President-Elect, Executive Officer, and RANM Director will receive Per Diem in the amount of Two Hundred Fifty Dollars (\$250.00) Per Day for each Conference attended. In addition, the President, President-Elect, and RANM Director will receive an allowance of up to Two Hundred Fifty Dollars (\$250.00) to offset the cost of registration for such Conference, excluding late fees. (*Amended 9/23/2014*)
- f. In order for the President, President-Elect, and RANM Director to receive the Per Diem Payment, they *must* be in attendance *throughout* the full period of the Conference attended, and *must*:
  - (1) Attend a Minimum of Two (2) RANM Committee Conferences in the Morning and Afternoon of 'each day' of the Conference wherein Committee Conferences are convened;

- (2) Attend the General Opening Session, if applicable, and the General Membership Meeting
- (3) Attend the Southwest District Caucus - - Conferences
- (4) Attend the RANM Directors' Meeting - - Conferences
- (5) Write a summary report of the Conference, for distribution to the Membership within Ten (10) days after the adjournment of the Conference attended
- (6) In the event the individual performing travel for this Association does not provide written proof that he/she has complied with the requirements set out above, the Executive Officer will refuse payment of per diem.

g. In order for the Executive Officer to receive the Per Diem Payment, he/she must write a summary report of each Executive Officer Committee Conference attended, for distribution to the Membership within Ten (10) Days after the adjournment of the conference attended.

**RULE # 15: Sanctions Available For Violation(s) Of These Rules and Regulations:**

- a. At the Discretion of the Rules and Regulations Committee as may be approved by the Directors, a Minimum Sanction of a "Letter of Warning"; advising the violator that subsequent violations will subject him/her to more severe sanctions.
- b. For the Second (2<sup>nd</sup>) Violation, the violator will be assessed a Fine, not to exceed Fifty Dollars (\$50.00).
- c. For the Third (3<sup>rd</sup>) and subsequent violations, the Directors, at their discretion, are authorized, for each violation, to suspend the violator from membership in the Association, and his/her access to and use of the Multiple Listing Service for a period of no less than Thirty (30) Days, or more than One Hundred Eighty (180) Days.

**RETENTION OF ASSOCIATION RECORDS**

*The Records of the Association will be retained for such period(s) as determined by the Directors, and as may be required by State Law; and the Schedule(s) for such retention will be filed in the Association Office.  
(See Page 12- this document)*

## **MULTIPLE LISTING SERVICE**

(A Committee of the Otero County Association of REALTORS®, Inc.)

### **RULE # 16: Multiple Listing Service Fees:**

- a. A “Set Up Fee” in the amount of Seven Hundred Dollars will be assessed to each REALTOR® Qualifying Broker or REALTOR® Appraiser desiring to participate in the Association’s Multiple Listing Service. This Fee will accompany the individual’s Application For Membership filed with the Association Office, and will be in addition to the Application for Membership Fee. After the individual has been approved for Membership in the Association, the “Set Up Fee”, nor the Application Fee will be refunded.
- b. With the exception of a property manager that is not actively engaged in listing or selling property, an “Annual Participation Fee” plus Gross Receipts Tax, equal to and including the REALTOR® Qualifying Broker and REALTOR® Appraiser and all affiliated Non-Principal Real Estate Brokers and Salespersons and Licensed or Certified Appraisers, respectively, within the Participant’s Firm, is due and payable as set out in the Association Bylaws. (*Amended 01/2010*)

### **RULE # 17: Multiple Listing Service Information:**

a. Under the provisions of **Section 9.2, the Multiple Listing Service Rules and Regulations**, all copies of Property Data Input Forms, and “Broker Upload” into the System **will include - - all “Required” Items set out in Form – AND – all “Features” and “Amenities”** applicable to the Property, regardless of the type of property that is Listed For Sale.

*[CAVEAT]* **“NA”** will not be accepted as proper submission or substitution for “Required Items” or “Features” and “Amenities” relative to the Property. *Any Member* of this Association has the Right, and is Expected to report, *in writing*, violations of the Policy set out in ‘a’, above, *directly* to the Chairperson of the MLS Committee.

*[CAVEAT]* A limit of Thirty-two (32) Photographs (Front View, Plus thirty-one (31) others) per Property will be allowed in the System. (*Amended 8/26/2014*)

- b. The current Property Data Input Form will be used for all input into the System, whether in Person, by FAX, or by “Broker Upload”.
- c. Association Employees are not authorized to insert changes to any Property Data Input Form, or “Broker Upload” information, unless the REALTOR® Broker Participant or the REALTOR® Licensee furnishes such change(s) *in writing* to the Service.
- d. Any incomplete Property Data Input Form(s), whether delivered in Person or by FAX, will be returned to the “Originating Real Estate Office” for completion.
- e. Change in Price or Terms, On Contract, Extended, Withdrawn, Terminated information will be reported to the MLS System no later than the *Next Working Day*, Weekends and Holidays excepted.
- f. The Listing Broker will file a “Sold Report” as soon as is practical, but **NO LATER THAN** 192 hours after the Transaction is Closed. (*amended 8/26/2014*)
- g. Upon completion of the “Multiple Listing Service” portion of the Association’s Orientation Program, each *New Primary Member* can go-online to receive the Otero County Association Multiple Listing Service Rules and Regulations, current at the time of such Orientation. (*amended 8/26/2014*)
- h. The only verbiage allowed in the “remarks” section of the MLS is property specific information. No other information is authorized, e.g. no links, advertisements, or person/company promotions.
- i. REALTORS® may only sell manufactured homes that are located on real property. The homes *do not* have to be permanently affixed to the real property with a permanent foundation to be sold by a REALTOR®, but must be located on , and sold with, real property to be listed in the Multiple Listing Service (MLS).(*Approved 5/26/2009*)
- j. The names of all listing agents’ party to a listing must be shown in the MLS listing. The MLS Committee Chairman and an Association Staff member may review the original listing agreement at the office of the Participant. (*Approved 5/26/2009*)



**RULE # 18: Lock Boxes:**

- a. Lock Boxes purchased by the Association are under the control of the Association, and will be provided on an availability basis, and only to members of the Association who have access to and use of the Multiple Listing Service.
- b. Lock Boxes issued by the Association Office will be returned to the Association Office within Twenty Four (24) Hours of the expiration or termination of the Listing Agreement; the withdrawal of the property from the Market; or the Closing of the Transaction (weekends and holidays exceptions).
- c. Any violation of this Rule will subject the violator to a Fine, not to exceed Fifty Dollars (\$50.00), as may be determined by the Committee and approved by the Board of Directors.

**RULE # 19: Lock Box Keys:**

- a. Lock Box Keys that are leased by the Association are available in the Association Office. However, Lock Box Keys will be issued only to REALTOR® Members and Licensed or Certified Appraiser Members of this Association, who are authorized access to and use of the Multiple Listing Service. *(amended 8/26/2014)*
- b. Only One (1) Lock Box Key will be issued to a REALTOR® Qualifying Broker, “Broker-In-Charge”, Non-Principal Real Estate Broker or Salesperson, a REALTOR® Appraiser, or Licensed or Certified Appraiser.
- c. In the event a Lock Box Key is Lost, Stolen, or otherwise unaccounted for, regardless of whether the Key was “initially” or “subsequently” issued, the individual to whom the Key was issued will furnish the Executive Officer with a written statement, setting out the circumstances surrounding the Loss, Theft, or Unaccountability of the Key. *(amended 8/26/2014)*
- d. Once a Lock Box Key is issued to an individual, that individual will not loan the Key to any individual except an individual that has paid to use the Service. In the event that rule 19 d is violated, the Board of Directors are authorized to assess disciplinary action to include one or a combination of the following:
  - (1) A fine of not less than Two Hundred Fifty Dollars (\$250.00) or more than One Thousand Dollars (\$1,000.00)
  - (2) Suspension of Membership in the Association for not less than one (1) month and not more than three (3) months
  - (3) Termination to and access to use of the Multiple Listing Service for not less than one (1) month or more than three (3) months
  - (4) Expulsion from Association membership for not less than one (1) month and not more than six (6) months if the loss or “unaccountability” of the Lock Box Key has resulted in any “criminal activity” affecting property or properties wherein a Lock Box is installed. *(Amended 4/09)*

In the event that the loss is due to a theft, the individual is shown to be negligent and the loss of the Lock Box Key results in any “criminal activity” affecting property or properties wherein a Lock Box is installed, the individual may receive disciplinary action to include one or a combination of 19d(1) through 19d(4) as stated above. *(Amended 04/09)*

- e. The recipient of any sanction imposed by the Board of Directors as a result of a violation of Rule #19d shall Have the right to request a hearing before a Professional Standards Hearing Panel convened in accordance with the provisions of the *Cooperative Agreement for Enforcement of Professional Standards Procedures* existing between this Association and the Ruidoso/Lincoln County Association of REALTORS®. Such request must be filed with the Association Executive Officer of this Association within twenty (20) days following the alleged violator’s receipt of the Board of Directors decision. *(Amended 8/26/2014)*

**RULE # 20: Reserved for future use**

**RULE # 21: Non-Member Use of MLS Information:**

- a. Licensed or Certified Non-Member New Mexico Appraisers, providing proof of licensure, and requesting, by Letter to the MLS Staff, will be issued MLS “Sold” Compilations for a fee of One Hundred Fifty Dollars (\$150.00) for each compilation; and Twenty Five Dollars (\$25.00) for each Sold Report requested for a specific property.
- b. Non-Member New Mexico Licensed Real Estate Brokers desiring to acquire MLS “Sold” Compilations and/or Sold Reports for a specific property will be subject to the same requirements for Licensed or Certified Appraisers.

**RULE # 22: Available Sanctions For Violations of the MLS Rules and Regulations:**

a. For any infraction set out under **Section 15.4** of the MLS Rules and Regulations, a “Late Charge”, not to exceed Fifty Dollars (\$50.00) will be billed to the Participant involved. Settlement of the Late Charge will be between the Participant and the Non-Principal Real Estate Broker or Salesperson affiliated with the Participant.

b. For violations other than those set out in a, and b, above, and those referred to in the following **RULE # 23**, the Committee, with the approval of the Directors, will “administratively” without interview of the violator; award one (1), or a combination, of the Sanctions set out in **Section 17.2.1** of the MLS Rules and Regulations. If the Recipient of the Sanction(s) disagrees with the awarded Sanctions, he/she has the Right to request and receive a Hearing before a Professional Standards Hearing Panel in accordance with **Section 17.2.2** of the MLS Rules and Regulations. *Such Hearing will be conducted in accordance with ARTICLE VII, Bylaws of this Association, and the Cooperative Agreement existing between this Association and the Ruidoso/Lincoln County Association of REALTORS®, for the enforcement of Professional Standards Procedures [Refer to RULE # 11, e, these Rules and Regulations].(amended 8/26/2014)*

c. In the event that the Association Office has to enforce the MLS Rules and Regulations by mailing certified letters to the Qualifying Brokers to collect the MLS Fines that was imposed on a particular agent, then a “twenty-five dollar” (\$ 25.00) administration fee will be added to each Multiple Listing (MLS) Fine to cover the administrative costs associated with levying and collecting the fine. *(Added 8/13/2013)*

**RULE # 23: Sanctions Available for Violations of Policies Set Out in Sections 8.1 – or – 8.2 (or both), of the Multiple Listing Service Rules and Regulations:**

a. **Internal Sanctions:**

- (1) A Fine of no less than \$2,500.00 or more than \$5,000.00
- (2) Suspension of MLS Privileges for not less than Three (3) Months or more than Six (6) Months.
- (3) Termination of MLS Privileges and expulsion from Association Membership for a period of One (1) Year, or more, as may be determined by the Committee or a Hearing Panel, and ratified by the Board of Directors.

b. **Judicial Sanctions For Data Misappropriation or Copyright Infringement:**

- (1) Injunctive Relief.
- (2) Statutory Damages, which may range from \$750.00 to \$30,000.00, in the discretion of the Court, or up to \$150,000.00 if the infringement is willful.
- (3) Actual Damages or loss of Profit.
- (4) Attorney’s Fees and costs at the discretion of the Court.
- (5) Potential Criminal Penalties.

**RULE #24: Election:**

a. In the event that a new President needs to be elected because the President-Elect cannot fulfill their duties, then the elected President must have had two (2) years voting experience on the Board of Directors.

**RULE# 25: MLS Meeting:**

a. When the MLS Committee Chair calls a meeting of the Participants, at the meeting, when a vote occurs, the Chief Participant or designated Qualifying Broker of that Office may cast a TOTAL of one (1) vote per Office. *(amended 8/26/2014)*

**RULE#26: OCAOR Representative to attend National association of REALTORS® (NAR) Fall Conference and Expo Procedures:**

- a. If a representative is sent from the OCAOR to attend the NAR Conference in the fall, then the following order of priority will be used. The order of selection for the representative will be the President-Elect, State Director, and then any other current Board of Director (with Board approval). Only one representative will receive per diem. Per diem will be paid per RULE #14 of these rules.*(Added 6/2010)*

**RULE#27:** Only “English” will be used in all Multiple Listing Service (MLS) listings. *(Added 6/2010)*