

December 16, 2010

Multiple Listing Service of the Board of Director Minutes
Multiple Listing Service of the Wilmington Regional Association of REALTORS®
1444 S. 17th Street

Attending	R. J. Alexoudis	Carlos Braxton	Faye Brock	Tom Gale
	Ashley Garner	John Hinrichs	Sharon Laney	Mary Martin
	April McDavid	Mary Jo Miller	Karen Parkin	Amy Spicuzza
	Louise Voelker	Jody Wainio		
Guests:	Sandy Beals	David Eggleston, Jr.	Amy Holcomb	John Pierson
Staff:	Jerry Panz			

President Karen Parkin called the meeting to order at 8:40 AM. All members of the Board of Directors received notice of the meeting. April McDavid gave the invocation and Ashley Garner led the pledge of allegiance to the Flag.

By Consent, the following was approved:

- 1) The Consent Agenda (attached)
- 2) Having the MLS President send a letter to a member who has been fined for non compliance.
- 3) **Revising MLS Rule Section 1.5 Withdrawal of Listing Prior to Expiration:** Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement provided the seller authorizes the withdrawal in writing.

Sellers do not have the unilateral right to require the Service to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Service will remove the listing at the request of the seller. **Staff is authorized to withdraw the listing when written communication is received clearly demonstrating that the firm is no longer the seller's agent. Staff is to provide the listing firm with the seller's communication and the following notice: *The MLS has removed listing # _____ due to receipt from the seller that your firm is no longer their agent. MLS legal counsel has stated that under the law of agency, an agent who continues to hold him/herself out as the principal's agent following his or her discharge can be liable for damages that the principal may incur as a result of the agent's conduct. You are strongly advised to discuss this matter with your own legal counsel (See BofD Minutes 12-16-2010).***

- 4) Agreement with the Duplin-Sampson Association of REALTORS® (attached)
- 5) The minutes of this meeting

There being no further business the meeting adjourned at 10:22 AM.



Jerry S. Panz, CAE, e-PRO, RCE
Secretary

Consent Agenda

Multiple Listing Service of the Wilmington Regional Association of REALTORS®

December 16, 2010

Acknowledgment of:

1) Financial statements: November sent 12-09-2010

Approval of: (nothing this month)

MLS Waivers Granted by Staff

Name	Company	Why Waived
Cara Townley	Carolina East Realty	Unlicensed Office Help
Christine Gower	Harley & Associates Commercial	Unlicensed Office Help
Jennifer C. Ray	Century 21 Sweyer & Associates	Licensed, but license hangs at home
Joshua Fryar	Live Oak Real Estate	Unlicensed Office Help
Kelly Starbuck	Intracoastal Realty Corp	Unlicensed Office Help
Jenna Toomey	Town & Country Real Estate	REALTOR®, Clerical Work
Mary Walicki	Bryant Real Estate	REALTOR®, Clerical Work

Tracking Board of Directors' Motions: MLS		
Date	Issue	Resolution
04/22/2010	Approving providing the first photo to New Hanover County Tax Department provided the County provides the data link for their parcels to the MLS.	Waiting for county tax staff to develop exchange
05/20/2010	Authorizing staff to solicit bids from companies for purchasing equipment at a cost not to exceed \$4,800 which will be deducted from the Contingency.	Jo Anna contacted companies. Waiting on proposals.
	<p>Adding the following fields to the MLS in response to the new Offer To Purchase and Contract</p> <ul style="list-style-type: none"> a) Disclosure of the end date of the Due Diligence Period b) Fixtures Exception Field c) SELLER REPRESENTATIONS: Ownership: Seller represents that Seller: <ul style="list-style-type: none"> i) has owned the Property for at least one year; ii) has owned the Property for less than one year iii) does not yet own the Property d) Seller's Primary Residence (Yes or No) e) Sending the follow to the MLS for consideration: <ul style="list-style-type: none"> i) Whether to have a Personal Property Includes field or use the existing field and label it differently 	<p>Staff Update:</p> <p>Completed Completed—mandatory 1-1-2011</p> <p>Completed—mandatory 1-1-2011</p> <p>MLS Committee said "No"</p>

<p>09/23/10</p>	<p>Modifying MLS Rule Section 1: replace 24 hours with one business day Modifying MLS Rule Section 2.5 to accommodate Due Diligence Period</p> <p>Adding a new field in the MLS for Condominium: new OTP&C has Subdivision/Condominium but the data set for the county tax has a separate field.</p> <p>Creating a mandatory Fixtures Exception Field with Yes/No logic field and if Yes, a text field will open which will be free-form text with 150 characters available.</p> <p>Creating a mandatory Primary Residence Field with Yes/No logic and that the default is set to Yes.</p> <p>Creating a mandatory Tennant occupied? Field with Yes/No logic with No being the default. There is a checkbox in Showing Instructions for Tenant Occupied. All existing listings where this field is checked, will be populated to the new Tenant Occupied field as Yes.</p> <p>Creating a mandatory Confirmed Special Assessment field with Yes/No logic. If "Yes" then a mandatory text box will open for a description. Adding new amenity field for home warranty (revising current field): Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____. Remove or hide Home Warranty from Extras field.</p> <p>Adding Subdivision as searchable field in Listing Locator on the home page a) Adding an "exclude" for Community on the search and client portal setup.</p> <p>Adding to Listing History changes made prior to listing being active.</p> <p>Configuring Garage/Carports to an amenity. This will permit searches to return listings where the properties could have either an attached, detached or both garage(s) and/or carport(s).</p> <p>Configuring a Lender Conditions amenity to include: Potential Short Sale, Corporate Owned, Neither.</p> <p>Increasing Maximum number of listings allowed to be run with Agent Detail report from 20 to 50.</p>	<p>Changed on 9/24/2010 and posted on website</p> <p>Changed on 9/24/2010 and prepared to release on 12/31/2010 to website Label change request to Rapattoni MLS</p> <p>Done</p> <p>Done</p> <p>Change request to Rapattoni MLS</p> <p>Change request to Rapattoni MLS</p> <p>Change request to Rapattoni MLS</p> <p>Change request to Rapattoni MLS</p> <p>Enhancement request to Rapattoni MLS</p> <p>Change request to Rapattoni MLS</p> <p>Change request to Rapattoni MLS</p> <p>Change request to Rapattoni MLS</p> <p>Change request to Rapattoni MLS</p>
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	<p>Adding a mandatory Subject to HOA? logic Yes/No field. Add a text label: If Yes, upload Owners Association Addendum.</p> <p>Adding a mandatory Construction Disclosure amenity field that is not searchable with three different values: Stick-Built, Modular, Both-SB&Mod.</p> <p>That the label for the consolidation of Stick Built and Modular subproperty subtypes be: Stick Built/Modular</p> <p>Approving the 2011 budget recommended by the Finance Committee but removing the NC Data Share and continuity expenses from the 2011 budget (attached).</p> <p>Consolidating contractual information on Income Statements and budgets that are noticed to protect the corporation during contract negotiations.</p> <p>Approving moving the minutes, financial statements and budgets to the member log-in side of the website.</p> <p>Authorizing the officers to move money from reserve and operating accounts to Sir Tyler Development, LLC, as necessary to complete the process of the construction and ownership of a condominium(s) on Sir Tyler.</p> <p>Revising the MLS Photo Rule as follows: No photo or virtual tour entered into or linked to or from the service shall display any for sale or for lease sign; no text; any information that identifies the agent or the company; or any business card images or the like; no picture within the picture; etc. # The photo may display only physical characteristics of the subject property and its immediate vicinity; it may not include any link to any location on the web. The MLS Staff is authorized to remove any photo or virtual tour from the MLS that is not in compliance with these rules (See BofD Minutes 11-18-05, 01-19-2006, 04-19-2007; 05-17-08; 09-23-10)</p> <p>Authorizing the officers to negotiate a new contract with an existing vendor.</p> <p>Amending the MLS Policy by adding a \$100 fee for a change of MLS Participants but the fee is waived for primary and secondary members of the WRAR.</p>	<p>Change request to Rapattoni MLS</p> <p>Change request to Rapattoni MLS</p> <p>Change request to Rapattoni MLS</p> <p>Noticed to members</p> <p>Since this is included in the minutes approved at each meeting, I will develop a template for it.</p> <p>Will require change to website. Do not yet have the costs for doing it.</p> <p>Done</p> <p>Done. Notice to members in Broker Briefing Monday, October 18.</p> <p>In progress</p> <p>Changed Policy</p>
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	Approving the marketing plan for the third floor of the new facility	Contract signed and work started
10/20/2010	Modifying MLS Rules 2.5 for status changes once new OTP&C released	Rules modified for release on 1-1-2011
	Linking RETechnology in MLS	IT Staff notified 10-26-2010
	Instructing staff to call the broker/owner or the broker/manager when a member inquires about taking any action that would place the firm in jeopardy	CEO job description updated
	Modifying KeyBox rules for rental	Notified all Subscribers with rental listings on 10-27-2010 of new policy. Modified MLS Rules. Posted 10-27-2010 Notified MLS Participants and Subscribers
	Entering the leasing information for 1826 Sir Tyler into the RCA-MLS	Notified leasing agent to prepare leasing agreement for MLS President 10-26-2010
	Changing the Board meeting date from April 21 to 28, 2011	Notified all Board members and changed date on WRAR/MLS office calendar

Agreement for Association and MLS Services between the Duplin-Sampson Association of REALTORS® and the Wilmington Regional Association of REALTORS®/ Multiple Listing Service of the Wilmington Regional Association of REALTORS®

Purpose of Agreement

The Duplin-Sampson Association of REALTORS® (“DSAR”), the Wilmington Regional Association of REALTORS® (“WRAR”) and the Multiple Listing Service of the Wilmington Regional Association of REALTORS® (“MLS”) desire to enter into this Agreement in order to:

- meet NAR’s Minimum Services Standards including enforcement of the REALTORS® Code of Ethics and
- provide MLS services to its primary members

DSAR, WRAR and MLS agree that the following services will be provided:

Association Services

- 1) WRAR will provide all Minimum Services required by NAR:
 - a) **Governing Documents:** Association's Bylaws and professional standards procedures are consistent with NAR policy; elections and membership/business meetings are conducted in accordance with the Bylaws and membership is available on reasonable and nondiscriminatory terms (i.e., on terms and conditions no more rigorous than NAR's Membership Qualification Criteria). WRAR will invoice twenty-five dollars (\$25) for each REALTOR® member appointed under the Professional Standards Enforcement Agreement.
 - b) **Legal Status:** Assures that DSAR has access to legal counsel and maintains policies and procedures that conform with local, state and federal laws, including the filing of necessary reports and documents (e.g. corporate documents, state and federal tax returns, etc.).
 - c) **Dues Collection:** Association enforces the dues formula to assure that every licensee affiliated with a firm comprised of REALTOR® principals is either a member or that the "designated" REALTOR® pays dues based on the number of non-member licensees affiliated with the firm. WRAR will bill, collect and electronically transmit payment to DSAR, NCAR and NAR.
 - d) **Administrative Support:** WRAR will designate a qualified CEO.
 - e) **Communications Process:** Association provides some form of regular communication to its members. (Examples include a monthly newsletter, computer-based information service, periodic notices on educational offerings and other key services, etc.). When DSAR prepares a communication, WRAR will deliver within one business day hours such communication by email or fax (as specified in the member’s record) to DSAR members. With a three-day notice, WRAR can mail a communication to DSAR members; DSAR will pay for staff time at the rate specified for duplication expenses including color copies and mailing costs which shall be invoiced to DSAR.
 - f) **Orientation:** WRAR will provide an orientation process to inform new members of the privileges and obligations of membership including a course that meets both the NAR Code of Ethics course requirement and the NCREC requirements for an elective course (required to meet NAR’s Minimum Services Requirements) and a forms course that provides four hours of continuing education credit and a clear understanding of how to use the NCAR promulgated forms associated with listing and selling real estate.
 - g) **Enforcement of the Code of Ethics** WRAR and DSAR agree to a joint enforcement procedure as agreed upon in Exhibit 1 of this Agreement.
 - h) **Point of Entry:** WRAR will maintain a NRDS interface as DSAR's point of entry
- 2) **Other Services:**
 - a) Preserve electronically the general Membership meeting minutes and minutes of the Board of Directors. DSAR will provide them timely after each meeting and before approval by either body.

- b) Maintain and preserve the terms and officers of the Board of Directors.
- c) Upon request, WRAR will deliver a mail merge file (including email, phone, fax and either home or office mailing address) within the same business day if requested before 12noon or within 24 hours if requested on or after 12 noon;
- d) Monthly provide a membership roster to President and Membership Chair;
- e) WRAR can upon request provide other information in the database such as accounts receivable detail, RPAC dues billing, etc.;
- f) CEO will conduct one Board of Directors' orientation
- g) CEO will speak at one meeting per year of the DSAR members.
- h) Keep DSAR informed of NAR and NCAR policy matters that have an impact on DSAR's governance or management.
- i) Communicate prior to every NCAR meeting to discuss Board of Director issues. To the extent possible, insure that DSAR's NCAR Director attends the Regional Caucus and Board of Directors' meeting.
- j) When possible at no charge and upon request be the NAR voting delegate at NAR's Delegate Body meeting.

Costs for Services

WRAR shall invoice DSAR and DSAR shall timely remit payment to WRAR as follows:

- 1) \$10 for each DSAR member as of January 1 of each year.
- 3) \$150 for each new REALTOR® member
- 4) \$25 for each new member who is not a REALTOR®
- 5) Provide hourly consulting on the following terms:
 - a) If WRAR's CEO, forty dollars (\$40) per hour billed in whole minute increments;
 - b) If another WRAR employee, twenty-five dollars (\$25) per hour.
 - c) Mileage at the IRS permissible rate

Multiple Listing Services

- 1) MLS will be DSAR's vendor for delivery of multiple listing services. **NOTE:** Use of MLS's lockbox system is subject to fees as specified in Exhibit 2 which Rules will be revised from time to time (the most current copy will be posted at www.WRAR.com).
- 2) **Eligibility:** Any DSAR primary REALTOR® principal, as defined in the MLS Bylaws attached as Exhibit 3 (the most current copy will be posted at www.WRAR.com), whose office is located in either Duplin or Sampson county, North Carolina, will be eligible to become a Participant.
- 3) WRAR shall bill DSAR:
 - a) A one-time per-firm-set-up-fee of \$100.
 - b) Based on the number of Participants and those Subscribers affiliated with them according to the following schedule
 - i) In 2011, twenty-nine dollars (\$29) monthly
 - ii) In 2012-2013, thirty dollars (30) monthly
- 4) MLS will bill electronically DSAR's Participants and their Subscribers monthly at a rate as determined by DSAR. MLS shall electronically collect and remit the payments to DSAR.
- 5) WRAR shall enforce the MLS Bylaws and Rules and Regulations on the same terms under which WRAR enforces its own rules in regard to its own Participants and Subscribers. The most recent versions of these documents may be found at http://www.wrar.com/policies_bylaws.php

Termination

Either DSAR or WRAR may terminate this arrangement upon 30-days notice to the other, and the parties shall have no further obligations to each other except that:

- DSAR shall pay WRAR on a pro rata basis for services WRAR or MLS has delivered but for which it has not been paid at the time of termination; and

- WRAR shall refund to DSAR on a pro rata basis fees for services for which DSAR has paid but WRAR has not provided at the time of termination

Agreement Between the Duplin-Sampson Association of REALTORS[®], and the Wilmington Regional Association of REALTORS[®] to Establish Regional Professional Standards Enforcement Procedures as Required by the National Association of REALTORS[®]

Authority

The authority for the establishment and utilization of the Regional Professional Standards enforcement procedures shall be established by this Agreement which has been approved by the Boards of Directors of the Wilmington Regional Association of REALTORS[®] (“WRAR”) and the Duplin-Sampson Association REALTORS[®] (“DSAR”), collectively called Associations (“Associations”).

Geographic Area

The geographic area served by this Agreement shall be the area of the combined territorial jurisdiction assigned by the NATIONAL ASSOCIATION OF REALTORS[®] to the Associations, which are signatories to this Agreement

Purpose

The purpose of this Agreement is to create Regional Professional Standards enforcement procedures providing for the appointment of Mediation Officers and the establishment of a joint Grievance Committee, Professional Standards Committee, and an Appeal Panel comprising members from each signatory Association for enforcement of the Code of Ethics, including the mediation of disputes and the conduct of arbitration hearings, involving members of the signatory Association to ensure impartial and unbiased Hearing Panels for the conduct of hearings on a basis designed to provide this service and meet the responsibilities of the signatory Association on an efficient and effective basis to better serve their members.

Composition of Tribunals

This Agreement authorizes the establishment of a Regional Grievance Committee. The Grievance Committee shall be composed of at least two (2) members in good standing of each signatory Association.

- a) Members of the Grievance Committee from each signatory Association shall be appointed by the Presidents of the respective Associations, subject to confirmation by the respective Boards of Directors, provided that the Presidents shall have the power to appoint, on a timely basis, and without necessity of confirmation by the Boards of Directors, a substitute member to the Committee for any member from their respective Associations who may be unable to serve for any reason. The Chair of the Grievance Committee shall be from WRAR and the two Vice Chairs from each Association unless otherwise agreed to in writing.
- b) This Agreement also authorizes the establishment of a regional Professional Standards Committee. The Professional Standards Committee shall be composed of at least two (2) members in good standing from each signatory Association.

The members of the Professional Standards Committee shall be appointed by the Presidents of the respective Associations, subject to confirmation by the respective Boards of Directors,

provided that the Presidents shall have the power to appoint, on a timely basis, and without necessity of confirmation by their respective Boards of Directors, a substitute member to the Committee for any member from their respective Association who may be disqualified for any valid reason from hearing a particular matter. The Chair of the Professional Standards Committee Chair shall be from the Wilmington Regional Association of REALTORS® and the two Vice Chairs from each Association unless otherwise agreed to in writing.

- c) This Agreement also authorizes the appointment of a panel of Mediation Officers to include all who have attended the Mediation Training by the National Association of REALTORS®. Although utilization of the service of mediation shall be voluntary, and although the process is not defined as a tribunal, all parties to any requested ethics or arbitration shall be provided the opportunity to mediate the ethics complaint or arbitration dispute arising out of a real estate transaction and their relationship as REALTORS® prior to the arbitration of the dispute.

Operation

Professional standards hearings 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 and as adapted to conform to the provisions of applicable state law, which is hereby agreed shall be considered as adopted and incorporated into the bylaws of each Association signatory to this Agreement.

The staff at the Wilmington Regional Association of REALTORS shall handle all correspondence. Duplin-Sampson Association of REALTORS® shall pay the actual staff costs for any hearing required exclusively for their members, or when there is a complainant/respondent from each association in the same hearing, then the costs shall be paid equally.

A \$25 per member cost for the annual training which includes the cost of the ***Code of Ethics and Arbitration Manual*** shall also be charged.

The charges for any such hearing will be based upon actual time billed at a rate as determined by agreement plus any copying charge at five cents per copy plus the costs for mailings. Staff will provide a detailed billing statement to the Duplin-Sampson Board of Directors. Staff will first apply the ethic administrative fee (\$400), if any, or the forfeited arbitration-filing fee (\$500), if any, and then apply any fine assessed. Any additional expenses will be billed to the Duplin-Sampson Association whose member(s):

1. Are found in violation of the Code, or,
2. Are not found in violation of the Code, or,
3. Are not found to be the prevailing party in arbitration, or
4. Are awarded a proportional share of an arbitration award, in which case the Association shall be billed inverse proportionally in the same manner as the award is given, i.e., A Duplin-Sampson member is awarded 60% of the amount requested, then the Duplin-Sampson Association would owe 40% of the expenses.

After all expenses have been paid, Staff shall return any excess funds to the appropriate Association.

The Professional Standards Policy-Local Options—as adopted by the WRAR Board of Directors' is hereby adopted and incorporated into this agreement.

Appeals of the Grievance Committee's dismissal of an ethics complaint or arbitration request (or challenges to the classification of arbitration requests) shall be heard by those members of the Committee who did not serve on the original tribunal or, if necessary, to a joint tribunal of the Boards of Directors.

Appeal to an ethics determination rendered by the Regional Professional Standards Committee shall be heard by those members of the Committee who did not constitute the original Hearing Panel, or if necessary, to a joint tribunal of the Boards of Directors.

Appeal is not provided from the decision of an arbitration panel established under this Agreement, except with respect to a claim by a party alleging deprivation of due process. Such a claim shall be heard by an Appeal Panel composed of members who did not serve on the original tribunal, or if necessary, to a joint tribunal of the Boards of Directors.

In matters of alleged unethical conduct, any determination rendered by a Hearing Panel of the Regional Professional Standards Committee, and as finally determined if appealed, will be provided to the respondent's Association of original jurisdiction for implementation.

In matters involving arbitration, any determination rendered by a Hearing Panel of the Regional Professional Standards Committee will be provided to each respective party's Association of original jurisdiction for informational purposes. In the event a party to an arbitration refuses to pay an award in arbitration, the Association in which the award recipient holds membership shall advise the award recipient to seek judicial enforcement as set forth in Section 56, Part Ten, and in Appendix III, Part Ten, of the *Code of Ethics and Arbitration Manual*.

In the event a complainant alleges that the respondent has improperly refused to submit a dispute to arbitration, the allegation shall be brought before a tribunal of five [5] members selected from the Boards of Directors of the signatory Associations to be appointed by the Association Presidents, of which tribunal three members will be from the association different from the complainant. The procedures for notices, time of notices, and hearing prescribed for matters before a Hearing Panel shall apply. The sole question of fact to decide will be whether the party has refused to submit an arbitrable matter to arbitration in violation of Article 17. Upon determination that the member has refused to arbitrate a properly arbitrable matter, the tribunal composed from the Associations Boards of Directors may direct implementation of appropriate sanction, including suspension or expulsion of the member from the local Association of REALTORS® and/or its MLS. The decision of the tribunal composed from the Associations Boards of Directors shall be final and binding and is not subject to further review by the State Association or any signatory Association.

Reservation of Rights

It is understood and agreed by the Associations signatory to this Agreement that each Association reserves to itself all authority, rights, and privileges as have been assigned to it by its Charter and agreement with the National Association of REALTORS®, except as voluntarily modified by this Agreement.

It is further understood and agreed that any Association signatory to this Agreement may withdraw from the Agreement at any time provided the withdrawing Association shall provide notice to the other signatory Association ninety (90) days in advance of the date of withdrawal.

IN WITNESS THEREOF, the parties have hereto set their hands and seals on the dates notes below. The effective date of is Agreement shall be January 1, 2011.

James E. Carr, President
Duplin-Sampson Association of REALTORS®

Date

Mary Martin, President
Wilmington Regional Association of REALTORS®

Date