

**BYLAWS
OF
CAR® POLITICAL ACTION COMMITTEE**

Revised April 2026

ARTICLE I. PURPOSE

1.1 **PURPOSE.** The CAR® Political Action Committee (“CARPAC”) will serve as a committee of the Colorado Association of REALTORS® Board of Directors as described in Article XI of the Association’s Bylaws dated April 2016. CARPAC’s objectives are:

- (a) To distribute funds to Issue Committees that support or oppose state or local ballot issues;
- (b) To support both grassroots and direct lobbying efforts of the CAR;
- (c) To support educational efforts to inform the public and CAR members of social and economic issues relevant to CAR Members;
- (d) To distribute funds to Candidate or Political Committees to support state or local candidates;
- (e) To distribute funds for Independent Expenditure efforts related to candidate campaigns; and
- (f) To review and potentially endorse state or local candidates for public office and inform CAR members about candidates.

ARTICLE II. MEMBERS

2.1 **POWERS.** CARPAC’s Members will manage the CARPAC. The CARPAC will report directly to the Leadership Council and will provide the Leadership Council with a written report detailing the CARPAC’s activities as requested by the Leadership Council .

2.2 **NUMBER, TENURE, AND QUALIFICATIONS.** T h e CARPAC will consist of a maximum of nineteen (19) Members, consisting of two (2) Members from each CAR District plus nine (9) at-large appointments (“Initial Members”), appointed by the CAR President. If the CAR President is not able to select two appointments from a CAR District, then that position will be filled with an at large appointment. The CAR Board of Directors may, by resolution, increase or decrease the number of Members, but it may not decrease any incumbents Member’s term. With the exception of the Initial Members, each Member will hold office for a period of four (4) years or until a successor is elected and qualified. No Member may serve

for more than two consecutive four (4) year terms except if the Vice Chair is in the final year of their second term, then the CAR President may hold them over to serve one more year as the Chair.. Terms are considered consecutive unless they are at least two years apart.

The term of the Initial Members will be staggered. Five will be appointed for a four-year term; four will be appointed for a three-year term; four will be appointed for a two-year term; and four will be appointed for a one-year term. All Members must be at least eighteen years old, fulfill license requirements in Colorado and members of CAR in good standing.

As provided in the CAR Bylaws, the CAR President will appoint a Chair and the CAR Chair-elect will appoint the Vice Chair from the Members. The Chair will preside at CARPAC meetings. In the Chair's absence the Vice Chair will fulfill the role of Chair. The Chair and Vice Chair will have such other powers and duties as may be prescribed by the Leadership Council. The Chair and Vice Chair will serve for one year and may be reappointed for consecutive terms. There are no term limits (other than those imposed upon Members) for the office of Chair and Vice Chair ~~except if the Vice Chair is in the final year of their second term, then the CAR President may hold them over to serve one more year as the Chair.~~

2.3 APPOINTMENT. The CAR President will appoint new Members to fill any vacancies in the CARPAC. At all times, the CARPAC must have at least one (1) Member from each CAR District. The Chair will be appointed by the CAR President and the Vice Chair will be appointed by the CAR President-elect annually.

2.4 RESIGNATION. Any Member of the CARPAC may resign at any time by giving written notice to the Chair or Vice Chair. The resignation of any Member will take effect upon receipt of such notice or at any later time specified in such notice; and the acceptance of such resignation shall not be necessary to make it effective, unless otherwise specified within the notice of resignation.

2.5 REMOVAL. Any Member of the CARPAC may be removed at any time, with or without cause, by:

- (a) the affirmative vote of eighty percent (80%) of all of the Members other than the Member that is the subject of the vote;
- (b) the CAR President, but only if
 - (i) it is determined by the CAR President that the Member has breached the CAR Conflicts of Interest Policy, or
 - (ii) the Member is absent from two meetings in a calendar year and the absences have not been excused by the CARPAC Chair.
 - (iii) the Member is absent from three total meetings in a calendar year.
 - Any absence as a result of 2.10 is exempt from subsections (ii) and (iii) of this provision.

2.6 VACANCIES. The CAR President may fill any vacancy by appointment

of a Member. A Member appointed to fill a vacancy will be appointed for the unexpired term of his predecessor in office.

2.7 COMPENSATION. The Members shall serve without compensation. The provisions of this section shall not prevent a Member from serving the CAR in any other capacity and receiving compensation for services actually rendered to the CAR in any capacity other than as a Member of the CARPAC.

2.8 MEETINGS: ODD NUMBERED YEARS. Subject to Section 2.10, in odd-numbered years CARPAC Members will schedule meetings at least quarterly.

2.9 MEETINGS: EVEN NUMBERED YEARS. Subject to Section 2.10, in even numbered years CARPAC Members will schedule meetings at least once each month.

2.10 SPECIAL MEETINGS. Special meetings of the CARPAC may be called by or at the request of the CAR President, the Chair, or a majority of Members. The person or persons authorized to call special meetings of the CARPAC may fix the date, time, and location for holding any special meeting. .

2.11 NOTICE OF SPECIAL MEETINGS. Notice of the date, time, and place of any special meeting must be given to each Member at least two (2) days prior to the meeting by an electronic communication..

2.12 WAIVER OF NOTICE. A Member may waive notice of a meeting before or after the time and date of the meeting by:

- (a) Delivering written notice to the Vice Chair.
- (b) Attending or participating in a meeting, unless at the beginning of the meeting, or promptly upon his later arrival, the Member objects to holding the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

2.13 QUORUM. A majority of the number of Members currently in office constitutes a quorum for the transaction of business.

2.14 MANNER OF ACTING. Except as otherwise provided herein, the act of the majority of the Members present at a meeting at which a quorum is present will be the act of the Members.

2.15 COMMITTEES. The CARPAC, by resolution, may create one or more sub-committees or task forces. Special meetings of any sub-committee or task force may be called by the Chair or Vice Chair. Notice of the special meeting will be given to each sub-committee or task force member in the same manner as notice regarding special CARPAC meetings. Any CAR member in good standing will be eligible to serve on any sub-committee or task force.

2.16 PARTICIPATION BY ELECTRONIC MEANS. Any Member of the CARPAC or a CARPAC sub-committee or task force may participate in meetings in a similar means by which all persons participating in the meeting can hear each other at the same time. Such participation will constitute presence in person at the meeting.

2.17 INFORMAL ACTION BY MEMBERS. Any action required or permitted to be taken at a meeting of the CARPAC or any sub-committee or task force designated by the CARPAC may be taken without a meeting if each person eligible to vote: (1) votes for such action, or (2) (i) votes against such action, abstains from voting, or fails to vote within the time period described in the meeting notice, and (ii) fails to demand in writing that the action not be taken without a meeting. Any meeting notice must be delivered in compliance with Section 2.11 and must provide: (1) the action(s) to be taken, (2) the time by which the eligible voters must respond, and (3) a notice that failure to respond by the prescribed time will have the effect of abstaining from voting and waiving the members right to demand that the action not be taken without a meeting.

The CARPAC may take action under this Section only if the affirmative vote for such action equals or exceeds the number of votes necessary to take such action at a meeting attended by all eligible voters. A vote is taken by electronic means under rules as adopted by resolution of the CARPAC. Any document may be received by the CARPAC electronically. Action taken under this Section will be effective once all documents necessary to effect the action is received by the CARPAC. Action taken pursuant to this Section has the same effect as action taken at a meeting. All documents necessary for any action taken pursuant to this Section must be appropriately filed.

2.18 PERFORMANCE OF DUTIES. A Member of the CARPAC will perform their duties as a Member, including without limitation their duties as a member of any sub-committee or task force of the CARPAC upon which they may serve, in good faith, in a manner they reasonably believes to be in the best interests of the CAR, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

A Member shall not be liable to the CARPAC for any action in connection with duties in compliance with this Section.

In performing their duties, a Member shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by appropriate persons. A Member does not act in good faith if they have knowledge concerning the matter in question that would cause such reliance to be unwarranted.

2.19 CONFLICTS OF INTEREST. CAR® Political Action Committee Members must disclose to the Chair all potential conflicts of interest. After a review of all facts presented by the Member, the Chair will decide whether the potential conflict prohibits the Members from voting on the matter before CARPAC. A member may appeal the Chair's decision to the CAR President, who may make a final determination. A Member may nonetheless participate in CARPAC discussions on the matter if the Member has disclosed the potential conflict to the other Members.

A conflict of interest includes any activity, financial interest in, or relationship with another person or entity that would:

- (a) Impair or appear to impair a Member's independent judgment in the discharge of their duties to CARPAC or CAR;
- (b) Conflict with the best interests of CARPAC or CAR;
- (c) Result in a personal profit or advantage to a Member or a Related Party (defined below) at the expense of CARPAC or CAR or its interests; or
- (d) Violate any applicable law.

The term "Related Party" is defined to include (i) a Member, their spouse, and children and grandchildren (collectively, "Immediate Family"), (ii) any entity in which the Member or their Immediate Family are a director, officer, employee, partner, or member, and (iii) any entity of which more than five percent (5%) of the stock, partnership interests, membership interests, beneficial interest or other ownership interest is held directly or indirectly by the Member, or their Immediate Family.

ARTICLE III. CONTRACTS, LOANS, CHECKS, AND DEPOSITS

3.1 **CONTRACTS.** All CARPAC contracts will be executed by the CAR Chief Executive Officer or the CAR Chief Operating Officer in consultation with the Leadership Council.

3.2 **LOANS.** No loans shall be made by CARPAC .

3.3 **CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for the payment of money, and notes or other evidences of indebtedness issued in the name of the CARPAC will be signed by the CAR Chief Executive Officer or authorized CAR signatories in consultation with the Leadership Council. The CAR Chief Operating Officer or designated staff may initiate and approve transfers, wires and Automated Clearing House (ACH) transactions.

3.4 **DEPOSITS.** All funds of CARPAC not otherwise employed will be deposited from time to time to the credit of the CARPAC in such banks, trust companies, or other depositories as executed by the CAR Chief Executive Officer or Chief Operating Officer

3.5 **ANNUAL FINANCIAL REVIEW.** ~~The CARPAC Chair shall present a report of allocations proposed for the year to the CAR Investment Committee no later than March 31ST.~~

- (a) EACH YEAR, FOR THE PURPOSE OF ASSESSING AND CONFIRMING THE FINANCIAL HEALTH AND PREPAREDNESS OF RPAC FUNDS RELATED TO CARPAC, CARPAC TRUSTEES WILL REVIEW FINANCIAL REPORTING PROVIDED BY CAR ACCOUNTING STAFF NO LATER THAN MARCH 31ST.
- (b) WHEN DEEMED APPROPRIATE AND NECESSARY BY THE CARPAC, BASED IN PART ON CURRENT FINANCIAL REPORTING AND PROJECTED NEEDS OF

CARPAC FUNDS, THE CARPAC CHAIR MAY PRESENT A RECOMMENDATION FOR REALLOCATION OF CARPAC'S FUNDS TO THE CAR INVESTMENT COMMITTEE OR AN APPROPRIATE RELATED CAR COMMITTEE NO LATER THAN MAY 31ST.

ARTICLE IV. SPENDING LIMITS AND USE OF FUNDS

4.1 SPENDING LIMITS. Unless changed by resolution of the CAR Board of Directors the CARPAC will be subject to the following spending limits:

- (a) CARPAC may distribute up to \$75,000 to any one Issue Committee for any state or local ballot initiative per Election Cycle without the consent of the Leadership Council. Distributions in excess of \$75,000 per Election Cycle must have the Leadership Council's approval.
- (b) CARPAC may distribute up to \$75,000 for any one particular educational or research project per Election Cycle without the consent of the Leadership Council. Distributions in excess of \$75,000 per Election Cycle must have the Leadership Council's approval.
- (c) CARPAC may distribute up to \$300,000 of any membership assessment to the CAR Political Committee per Election Cycle without the consent of the Leadership Council. Distributions in excess of \$300,000 per Election Cycle must have the Leadership Council's approval.
- (d) CARPAC may distribute up to \$300,000 of any membership assessment to the CAR Small Donor Committee per Election Cycle without the consent of the Leadership Council. Distributions in excess of \$300,000 per Election Cycle must have the Leadership Council's approval.

4.2 **RESTRICTED USE OF FUNDS.** Unless changed by resolution of the CAR Board of Directors the CARPAC may only spend or allocate funds for the purposes set forth in Section 1.1.

4.3 **ALLOCATED FUNDS.** If the CAR Board of Directors transfers any RPAC membership assessment or voluntary contributions to the CARPAC, the CARPAC must allocate the funds as follows:

- (a) Any membership assessment shall first allocate six dollars per member respective to each local realtor association, . The CARPAC may use these funds to:
 - (1) Distribute funds to Issue Committees that support or oppose local ballot issues;
 - (2) Support both grassroots and direct lobbying efforts for local issues;
 - (3) Support local educational efforts to inform the public and CAR members of local issues relevant to CAR members;
 - (4) Allocate funds to the National Association of REALTORS® for political purposes as directed by the CAR Leadership Council.
- (b) If the CARPAC does not distribute funds allocated to a local realtor association after two years, the CARPAC may use those funds without being subject to the restrictions in this Section 4.3.
- (c) The next fourteen dollars per member of any membership assessment shall be allocated to:
 - (1) Distribute funds to Issue Committees that support or oppose state ballot issues;
 - (2) Support both grassroots and direct lobbying efforts for state issues;
 - (3) Support state educational efforts to inform the public and CAR members of state issues relevant to CAR members;
- (d) Ten percent (10%) of voluntary contributions collected the previous year by each local realtor association shall be allocated for local candidate elections as directed by that local board.

ARTICLE V: DISSOLUTION

5.1 **DISSOLUTION.** CARPAC may be dissolved by a resolution of the CAR Board of Directors.

5.2 **DISTRIBUTION UPON DISSOLUTION.** Upon dissolution, the CARPAC will transfer all remaining funds, after the payment of all outstanding expenses, in a legal manner.

ARTICLE VI: DEADLOCK

6.1 BINDING RESOLUTION OF DEADLOCK. The Members will submit all deadlock votes, controversies, claims, and matters of difference in the interpretation of these Bylaws and the operation of the CARPAC to the CAR President. The decision of the CAR President is final and binding on all parties.

ARTICLE VII: MISCELLANEOUS

7.1 INDEMNIFICATION. As a committee of the CAR, CARPAC Members are entitled to indemnification as described in the CAR Bylaws.

7.2 BOOKS AND RECORDS. The CARPAC will keep complete books and records, including minutes of its meeting. Accounting functions and statements for the CARPAC will be provided by the CAR's Chief Financial Officer.

7.3. FISCAL YEAR. The fiscal year of the CARPAC will be the same as the fiscal year of the CAR.

7.4. AMENDMENTS. The CAR Board of Directors will have the sole power to amend these bylaws.

~~7.5. GENDER. The singular includes the plural. The masculine includes the feminine and the neuter.~~

7.6. CONFLICTS. In the event of any irreconcilable conflict between this document and applicable law, the latter will control.

7.7. DEFINITIONS.

"CARPAC" means the Colorado Association of REALTORS® Political Action Committee.

"Members" means the persons authorized to manage and operate the CARPAC.

"CAR" means the Colorado Association of Realtors

"CAR President" means the then acting President of the Colorado Association of Realtors.

"CAR President-Elect" means the then acting President-Elect of the Colorado Association of Realtors.

"Election Cycle" means a time period as designated by Colorado's Secretary of State or local government campaign finance rules or regulations.

"Issue Committee" means an Issue Committee as defined by Colorado campaign finance Law or local government campaign finance rules or regulations.

Any capitalized word not otherwise defined in this agreement will have the meaning described in the CAR Bylaws.