Article 04 - Rules and Regulations

Last Updated: November 6, 2026

Article 04.01: All Listings Subject To Rules and Regulations

Any listing filed with Stellar MLS is subject to rules and regulations of Stellar MLS within five business days, excluding weekends and federally recognized holidays, upon the latter of

A. the dated signature of the owner(s) of record or

B. the beginning date on the Listing Agreement.

Article 04.02: Required Signatures on Listings and Changes

A. The signature(s) of all property owner(s) of record must be on the listing agreement and other required forms at the time the property is entered into the MLS. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3).

B. The signature(s) of all property owner(s) of record must be included on all changes in status, price changes, listing extensions and/or changes in terms. In lieu of the owner's signature(s), acceptable documentation would include a faxed authorization or an email authorization with an electronic signature from the owner(s). The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3).

Article 04.03: Listing Price Specified

The full listing price as stated in the listing contract must be indicated in the appropriate block of the MLS data form

Article 04.04: Virtually Staged Photos

Virtual Staging shall not be used for Pre-Construction & Under Construction properties.

Definition: Virtual Staging is defined as using a photo editing software to create a photo or conceptual rendering of what the interior room(s)and/or interior of the property could look like, if it was staged or lived in.

Disclosure Requirements: Disclosure of virtually-staged photo(s) is required in the specified field, namely the photo description entry field by adding the words "Virtually staged" **and** by checking the virtually staged field. Additionally, the first words of the public remarks must read "One or more photo(s) was virtually staged.". Photos must always present a "True Picture" of the property.

Permitted Uses of Virtual Staging in the Service:

A. Modifying photo(s)/rendering(s) to include personal property items not conveyed with the real property is permitted. Permitted personal property modifications include but are not limited to: applying digital photos of furniture, mirrors, artwork, plants, etc. into a photo of a room.

B. Removing existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc.

C. Twilight photos are acceptable as long as lighting is not added where it does not exist and sunset/sunrise is a true reflection of where the sun rises and sets

Prohibited Uses of Virtual Staging in the Service:

A. No photos of the exterior of the property shall be virtually staged, except for unattached furniture or décor.

B. No permanent fixtures of the interior or exterior of the property shall be attached, removed, altered or added to photos.

C. Modifying photo(s)/rendering(s) to include visual elements not within a property owner's control is strictly prohibited. (example: editing in a view of the gulf/ocean, lighting and/or popular landmarks that are not physically possible from the specified location in the real world.)

D. Modifying photo(s)/rendering(s) to exclude negative visual elements is strictly prohibited. (example: holes in the wall, exposed wiring, damaged flooring, etc.)

E. No branding is permitted. The use of people or persons and/or words on any property photograph submitted to the Service is strictly prohibited.

F. Modifying photo(s) / rendering(s) to distort the dimensions of a room or space is strictly prohibited. (example: placing small furniture to make a room appear larger than it actually is.)

All photos must represent a true and accurate picture of all property features and surroundings.

Failure to comply with Virtual Staging Rules and Regulations shall result in the Virtual Staged photos being removed from the service, and an automatic fine as outlined in the Automatic Fine Schedule, Level I (See Article 11/Section 4.3)

(Amended 1/2021).

Article 04.05: Listing Content and Virtual Tours

A. At least one front exterior photo or rendering, aerial photo, or water view from the property (unit) must be loaded before a listing will be active. The front exterior photo or rendering must be entered in the 1st photo slot of the listing on all property types unless the 1st slot is an aerial photo or an exterior photo of a water view from the property (unit), in which case the front exterior photo must be in the 2nd slot,

i. A photo of a swimming pool does not qualify as a water view.
ii. For water view photos taken from condominium units, the vast majority of the photo must feature the water view and may not include interior features.
iii. A collage may not be used for the 1st photo slot.
iv. The property Owner(s) have the ability to withhold photographs from the MLS after written authorization is provided to the listing Broker/Agent and then supplied to the Stellar 's administration department. A logo will be added when written authorization is received that states "Photo not available per seller's direction". (Updated 3/2026)

B. The only exception is vacant land listings which must have a photo or an aerial photo, rendering, site plot or plat map in the listing's 1st photo slot. Photographs, images, virtual tours and/or renderings submitted by a Participant or Subscriber shall not be copied by other Participants or Subscribers for use in a subsequent listing of the same property without first obtaining a proper license from the owner of such

photographs, virtual tour or renderings. Images not licensed or purchased by the listing broker/agent will result in an automatic fine as outlined in the Automatic Fines Schedule, Level I (See Article 11/Section 4.3).

C. Front exterior photos must show a majority of the total home/building and yard signage of the broker, builder, or with contact information of the seller/owner may not be visible in the photo/image. The penalty for non-compliance is outlined in the Automatic Fines Schedule, Level I (See Article 11/Section 4.3). (Updated 3/2026)

D. Photos, images, Public facing attachments or virtual tours may not contain company or agent logos, agent photos, commissions*, bonuses*, contact information for the agent or office, direct or indirect branding for an agent, brokerage or team, text, or graphics of any kind (with the exception of the Stellar MLS watermark) in the virtual tour or photo sections. Only photographs, site plot, property sketch, property line art or survey of the property can be entered in the virtual tour and all photo fields. All content including remarks, virtual tour photos and images must be owned, purchased or licensed by the listing broker/agent, from the content owner. Third-party virtual tour vendor's contact information (non-interactive) is the only contact information allowed on Virtual Tours. The virtual tour link must be a valid URL and may not contain any Participant/Subscriber names or links to any third party business or social networking sites. Offers of compensation may not be communicated through any listing content in the MLS, including photos, virtual tours, remarks or attachments, public or private remarks.

E. Photos, images or virtual tours of a property featuring people, including if in costume, are not allowed in the MLS. For aerial shots of public spaces (i.e. beaches), facial features of people must not be identifiable. (Updated 3/2026)

Note: *"For Commercial Sales, Commercial Leases, and Business Opportunities, signage of property occupants is permitted in photos. Under no circumstances may retail logos be added to photos or site maps, nor may brokerage branding of any kind be added to photos."* The penalty for non-compliance is outlined in the Automatic Fines Schedule, Level I (See Article 11/Section 4.3). (Updated 8/2024)

*****Level III severe, will apply for any direct or indirect reference to offers of compensation **anywhere** in the MLS, including but not limited to photos, virtual tours, remarks or attachments, public or private remarks, showing instructions, or other open text fields is strictly forbidden. The penalty for non-compliance is outlined in the Automatic Fines Schedule, Article 11/Section 4.3.3 Level III Severe.

F. Room types, dimensions and finishes are allowed in floorplans added as images. Floor plans should not contain any branding but may display copyright notifications for the author of the floorplan. Subscribers must have permission to use copyrighted floor plan images prior to entry into the MLS.

G. Upon Stellar MLS receipt of a Digital Millennium Copyright Act (DMCA) take-down notice for a violation on a website URL that is owned by a MLS Participant/Subscriber, MLS staff has the authority to remove the alleged infringing material outlined in the take-down notice from the MLS Listing Content within 2 days excluding weekends and federally recognized holidays. The listing agent and listing broker will be notified via the email address on file. The penalty for uploading content that causes another Participant/Subscriber to receive a DMCA take-down notification is outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3) (Amended 1/2021).

H. Offers of compensation may not be communicated through any listing content in the MLS, including but not limited to photos, virtual tours, remarks or attachments, public or private remarks, showing instructions,

or other open text fields. The penalty for non-compliance is outlined in the Automatic Fines Schedule, Article 11/Section 4.3.3 Level III Severe.

(Updated 8/2024)

Article 04.06: Listing Remarks

A. Rules relating to listing remarks vary by section: Public Remarks, Realtor Only Remarks and Additional remarks.

B. Public Remarks must be about the listed property or the transaction.

C. Builder name is acceptable in Public remarks.

D. Short Sale listings must be clearly identified in the Public Remarks by indicating “short sale” as the first words of the remarks.

E. The Public Remarks shall not include any of the following:

- **i.** Contact, personal, or professional information about the Participant, User, Seller(s)/Owner(s) or Builder*.
- **ii**. Any reference to a lock-box agreement
- **iii**. Any reference to websites or URL’s
- **iv**. User or Company information.
- **v.** Vendor or third-party service provider information
- **vi**. Owner(s) of record name or contact information
- **vii**. Showing Instructions
- **viii**. Open House information
- **ix**. Inappropriate information or language
- **x.** Calling/Access/Security/Gate or other codes for systems or equipment designed to ensure
- the security of the property

*For New Construction, the builder’s name may not be included in public remarks. For resale properties, where the builder is not the seller or a Participant, builder or architect names may be used in the public remarks as a feature describing the property. (Updated 3/2026)

Note: The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section

4.2). Repeated or deliberate violations by the same subscriber will immediately be subject to the progressive fine schedule with no further notice as outlined in the Automatic Fines Schedule, Level I (See Article 11/Section 4.3).

F. All listing remarks must be in compliance with State and Federal law in all matters relating to the advertisement and sale of real property

(Updated 10/2025)

Article 04.07: Duplicate Listings

Stellar MLS will accept only one listing per Tax ID number per property type classification; with the exception of Commercial properties when listing multiple units within the same building. Properties may not be listed more than one time, for example entered separately as a “three bedroom” listing and as a “four bedroom” listing or entered once in each of two different subdivisions, in more than one city, county, zip code, property style, etc. If appropriate, a property can be listed in more than one property type classification. (updated 8/2024)

Reporting Requirements: All duplicate listings must be maintained concurrently. If the property is sold, the closing must be reported on only one ML#. Any additional listings must then be withdrawn. Failure to do so will result in an automatic fine as outlined in the Automatic Fine Schedule, Level I (See Article 11/Section 4.3).

Article 04.08: Listing Multiple Properties

A. Listing Properties/Parcels that may be sold together or separately:

Properties that may be sold together or separately may be entered individually and as a package. Individual portions of the property may be listed in the appropriate property class but not in multiple property styles; additionally, the full package listing may only be entered in one property class. The public remarks must note that the property can be sold individually or as a package, with other ML#’s, addresses and parcel IDs being noted in the Realtor Only Remarks.

Reporting Requirements: If the property sells as a full package, the individual listings must be withdrawn; if one or more of the individual properties sell, the closing must be reported on the individual ML#, and the package listing revised to include remaining properties or be withdrawn. Failure to do so will result in an automatic fine as outlined in the Automatic Fine Schedule, Level I (See Article 11/Section 4.3).

B. Properties/Parcels that may only be sold as a package:

Multiple Properties/parcels that can only be sold as a package may not be listed individually in the MLS. They may, however, be entered as a package into more than one property class. The Public Remarks must indicate that the property can only be sold as a package with the other properties specified and must include all related addresses. In addition, all related addresses and parcel Id’s must be included in the Realtor Only Remarks.

Reporting Requirements: When the listing package is sold, the closing may only be reported through one ML#; any remaining listings in other property classes must be withdrawn. Failure to do so will result in an automatic fine as outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3).

Article 04.09: Tax ID

Listings must have the correct Tax ID number and/or format. The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

Article 04.10: Map

The subject property’s location on the MLS map must be correct; and if missing it must be added.

Article 04.11: Calling / Access Codes

For security purposes, the following information may only be published in the instructions section of the secure showing service program provided by the MLS: combination lock-box codes, security gate codes, security system alarm codes or any other codes for equipment or systems designed to ensure the security of the property. The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

Article 04.12: Listings Not Available For Showing

A. Because Stellar MLS® exists to facilitate cooperation by Participants in the showing and sale of each other's listings, if no showings of any kind are available after the property has been entered into the MLS, the listing must be placed into the Temporarily Off Market (TOM) status until showings are again available, with the following exception:

i. The property is under auction terms, or a property has been deemed unsafe with explanatory documentation for either uploaded as an attachment upon listing entry.

Listings may not be entered as Active prior to being available for actual showings by all Participants/Subscribers. For example: Stellar MLS will not accept listings with "No showings until MM-DD".

B. Active Listings that become temporarily unavailable for showing by other Participants for any reason whatsoever must be changed to "TOM" (Temporary Off Market) status within two days excluding weekends and federally recognized holidays and will expire automatically on the Expiration Date unless reactivated in the interim. The penalty for non-compliance of A or B is outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3).

C. Properties that are in TOM status may not be publicly marketed. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level III - Severe category (See Article 11/Section 4.3). (Amended 3/2020)

D. Unless written permission is obtained from the listing agent/broker or included in the listing, A fine will be imposed to any Participant/User contacting owner(s) of record when their listings are in an on market (ACT, PNC, TOM) status as outlined in the Automatic Fine Schedule, Level III - Severe category (See Article 11/Section 4.3.

Article 04.13: Driving Directions

Driving directions are required in the field provided and must be For narrative driving directions purposes. Directions must start from a major highway/intersection and include full street names, beginning and ending points and use standard directional designations such as north, south, east and west. Directions may not refer the user to an on-line electronic mapping service, e.g. Google Maps or GPS latitude and longitude coordinates, as a substitute for entering narrative directions. Driving directions shall not contain URL's, references to websites, contact information or any other verbiage not related to driving directions. The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

Article 04.14: Short Sales

Short Sales must be disclosed in the "Special Sale Provision" field by selecting "Short Sale" in addition to remarks requirements above. (Updated 8/2024)

Article 04.15: Listing Manipulation

A. Listing must reflect the correct status at all times and may not be inactivated through a change of status and then be reactivated to cause the listing to appear as new. The only valid reasons for changing a listing number are the execution of a new listing agreement by a new office or the execution of a new listing agreement on a property by the same brokerage which is dated at least 30 days after expiration or withdrawal of the prior agreement. The system's CDOM (Cumulative Days on Market) will reset to zero after 60 days off the market. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4C).

B. Delayed Distribution Listings: The delayed listing period may not be extended. Re-entry of the same property as "delayed" by the same listing office is not permitted. The penalty for non-compliance is outlined in Article 11/Section 4.3 – Automatic Fine Schedule, Level II. Note: Should the property owner execute a listing agreement with another brokerage, the new listing would be eligible to be entered as "delayed". (Updated 08/2025)

Article 04.16: Housing for Older Persons

Disclosure of qualified housing for older persons in the MLS database is mandatory. Any listing otherwise eligible for dissemination in the MLS database that is located within a community that is "qualified housing for older persons" under the Fair Housing Act and thus may lawfully limit occupancy to such older persons (e.g. an "over- 55" or "over-62" community).

A. When the listing Participant discloses that a property is qualified housing for older persons, then at the time the listing is loaded in the MLS database, the Participant must select "Yes" under the "Housing for Older Persons" menu in the Listing Maintenance program. The property may also be described as being qualified housing for older persons in any of the "Remarks" sections (optional). The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

B. The Participant's submission of a listing to the MLS database that is subject to a restriction on the age of the occupants of the property shall constitute the Participant's commitment to defend, indemnify, and hold harmless the MLS against any claim that the MLS, by including such remarks, has violated any local, state, or federal laws that prohibit discrimination against families with children, or on the basis of age. The penalty for noncompliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

Article 04.17: HUD Listings

HUD listings may be identified in Realtor Remarks and if so identified, must include information that the cooperating broker must be registered with HUD. (Updated 8/2012)

Article 04.18: REO/Bank Owned Disclosure

REO/Bank Owned properties must be noted in the "Special Sale Provision" Field.

Article 04.19: In-Foreclosure and Pre-Foreclosure

Before selecting In-Foreclosure or Pre-Foreclosure in the Realtor Info Confidential field or noting in Remarks, it is highly recommended that the listing participant obtain written consent from the property owner(s) of record.

A. Pre-Foreclosure Definition: This refers to the period after the lender has filed the original complaint and filed a lis pendens on the property indicating the intent to foreclose.

B. Foreclosure Definition: Legal proceeding initiated by a creditor to repossess the collateral for a lien that is in default, which may result in the forced sale of the real property pledges as a security.

Article 04.20: Type of Listing/Special Listing Type

A. Limited Service, MLS Only, Delayed Distribution, and Exclusive Agency, Office Exclusive and Exclusive Office Exclusive with Temporary Exclusion Listings must be disclosed in the proper field.

B. Office Exclusive and Office Exclusive with Temporary Exclusion listings will only be available to the listing broker and office or agent. The listing may be moved from Office Exclusive/Temporary Exclusion to full MLS entry upon the property owner(s) written request. Note: the property history for listings moved from Office Exclusive or Temporary Office Exclusion will automatically be cleared and ADOM and CDOM will reset to zero (0). (Updated 8/2025)

Article 04.21: Pre-Construction Homes

Pre-construction Definition: The listing is for a specific lot with a specific structure that could be built for a specific list price however construction has not begun.

Pre-construction homes may be listed under the Residential property type under the following conditions:

A. The list price must include the price of the residential structure and the lot.

B. Pre-construction must be selected from the Construction Status field.

C. The first words in the Public Remarks field must say “Pre-Construction. To be built.”

D. The first photo must be an image of the model offered or an artist rendering. If the image is different from the actual model, disclosure must be made in the Public and Realtor Only Remarks.

E. If there is no contractual agreement in place between the property owner(s) listing the vacant land and a builder that grants the builder an interest in the property, the listing may not be entered.

(Updated 8/2024)

Article 04.22: Under Construction Homes

Under Construction Definition: The listing is for a specific lot and specific structure where ground has broken but construction is not complete and a Certificate of Occupancy has not been issued.

Under construction homes may be listed under the Residential property type under the following conditions:

A. The list price must include the price of the residential structure and lot.

B. Under Construction must be selected from the Construction Status field.

C. The first words in the Public Remarks field must say “Under Construction.”

D. The first photo must be an image of the model offered or an artist rendering. If the image is different from the actual model, disclosure must be made in the Public and Realtor Only Remarks.

E. The Builder Name and License Number are required in the designated fields.

F. A floor plan representing the finished structure is recommended to be uploaded as an attachment, but is not permitted to be uploaded as a listing photo. Please see Article 4, Section 5D.

(Adopted 11/2015)

Article 04.23: Solds / Non-Members

Sale of a property listed by a non-Stellar member Participant within the Stellar MLS service area or by an out-of-area broker must be reported in accordance with the rules and regulations by submitting a status change form to the MLS for validation and reporting.

Article 04.24: Attachments

Attachments to listings must be in compliance with MLS Rules and Regulations and may not contain any information regarding compensation to a buyer’s broker or bonuses. (Updated 8/2024)

Article 04.25: Showing Instructions

Cooperating Participant/Subscribers must contact the Listing Participant to arrange appointments to show listed property, even if the property has a lockbox affixed to it unless the Listing Participant has given specific written permission to show the property without first contacting them.

Note: *Lockboxes are a service provided by Stellar MLS Shareholder Associations / Boards.*

A. Stellar MLS does not allow publication in any field of combination lock-box codes, security gate codes or security system alarm codes or any other codes for equipment or systems designed to ensure the security of the property. The penalty for non-compliance is outlined in the General Fines Schedule (See Article 11, Section 4.2).

Article 04.26: Incorrect/Incomplete Information

In addition to the specific rules included in Article 4, all listings must be complete and accurate. The penalty for non-compliance is outlined in the General Fine Schedule (See Article 11/Section 4.2).

Article 04.27: Allowing Unauthorized Access

Allowing unauthorized access to the System/services or distribution of MLS data is strictly prohibited. Unauthorized Access is defined as the following:

A. Internal: A Participant/Subscriber who shares a password with or distributes listing information to another individual in the same office or firm as the Participant/Subscriber, and that individual is not an authorized Participant/Subscriber, the Participant/Subscriber will receive an automatic/progressive fine as established by the Board of Directors. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level

II (See Article 11/Section 4.3).

B. External: A Participant/Subscriber who allows unauthorized access to or use of the MLS by a third party outside the same office or firm as the Participant/Subscriber for any purpose, including but not limited to violations of Article 10.E (MLS of Choice) or other use for monetary gain. The penalty for non-compliance is outlined in the Automatic Fine Schedule, Level III (See Article 11/Section 4.3).

Article 04.28: Energy Efficiency Documentation

Entry and disclosure of energy efficient (green) property features in the MLS database is optional. However, if the listing agent selects an option from the Green Certifications field, documented proof of the certification must be uploaded to the listing immediately following listing entry or update.

Note: The penalty for non-compliance is outlined in the General Fines Schedule (See Article 11, Section 4.2). (Adopted 10/2011)

Article 04.29: Expected Closing Date

When a closing date has changed, the “Expected Closing Date” must be updated to reflect the correct date. Failure to update within five (5) business days excluding weekends and federally recognized holidays after one (1) day courtesy notice (See Article 11/Section 4.1), will result in a fine based on the Progressive Fine Schedule (See Article 11/Section 4.4). Expected Closing date is NOT required on listings indicated as “Short Sale” in the Special Sale Provision Field (Updated 3/2013).

Article 04.30: Submission of Requested Documents

When requesting documentation for purposes of auditing a listing, the documents must be received within two (2) days. Failure to comply by the deadline will result in an automatic fine as outlined in the Automatic Fine Schedule, Level II (See Article 11/Section 4.3).

Article 04.31: No Reference to Offers of Compensation

Any direct or indirect reference to offers of compensation anywhere in the MLS, including but not limited to photos, virtual tours, remarks or attachments, public or private remarks, showing instructions, or other open text fields is strictly forbidden. The penalty for non-compliance is outlined in the Automatic Fines Schedule, Article 11/Section 4.3.3 Level III Severe. (Adopted 8/2024)