

OAKMONT VILLAGE ASSOCIATION

BOARD OF DIRECTORS MEETING – OPEN MEETING

Tuesday December 17, 2019 – 1:00 p.m.

Berger Auditorium, 6633 Oakmont Drive, Santa Rosa CA 95409

Agenda

1. **CALL TO ORDER/DETERMINATION OF A QUORUM**
2. **ADOPT MEETING AGENDA**
3. **TIME-KEEPER – Rich Laden / MINUTES – Dawn McFarland**
4. **CONSENT CALENDAR**
 - A. Approval of Minutes
 1. November 19, 2019 Meeting Minutes Pages 1-4
 2. November 27, 2019 Meeting Minutes Pages 5-6
 3. December 3, 2019 Meeting Minutes Pages 7-8
 4. December 10, 2019 Meeting Minutes Pages 9-10
 - B. Building Construction Committee Appointment Pages 11-12
 - C. Nominating Committee Appointment Pages 13
 - D. Oakmont Birders Club Application Pages 14-15
 - E. NODA (if any) Pages 16-52
5. **PRESIDENTS REPORT**
6. **SECRETARY’S EXECUTIVE MEETING SUMMARY (HK)**
7. **OTHER REPORTS**
 - A. Treasurers Report (ES) Pages 53-74
 - Approval of the November 30, 2019 Operating and Reserve Account Financial Statements Pursuant to Civil Codes 5500 and 5501
 - B. Management Report (GM)
 - C. Committee Reports (Committee Chairs)
 1. Solar Committee Report Page 75
8. **OPEN FORUM**
9. **UNFINISHED BUSINESS**
 - A. Legal Matters for Discussion in ES (SS) Pages 76-80
 - B. Election Rules Revision (SB 323) (GM) Pages 81-141
 - C. CETC Resolution (MN) Page 142

10. **NEW BUSINESS**
A. 2020 Insurance Proposals (GM) Pages 143-190
B. Inspector of the Election Appointment (GM) Pages 191-193
11. **REVIEW**
Items for Board review: Member correspondence; Committee Minutes; Other Pages 194-199
12. **NEXT MEETINGS**
A. The Next Board Meeting is Tuesday January 21, 2020 at 1:00 PM in the Berger Building
13. **ADJOURNMENT**

OAKMONT VILLAGE ASSOCIATION

BOARD OF DIRECTORS MEETING – OPEN MEETING

Tuesday November 19, 2019 – 1:00 p.m.

Berger Auditorium, 6633 Oakmont Drive, Santa Rosa CA 95409

MINUTES

1. CALL TO ORDER/DETERMINATION OF A QUORUM

President Spanier noted a quorum of seven (7) Directors were present and called the meeting to order at 1:00PM.

DIRECTORS PRESENT:

Steve Spanier, President
Tom Kendrick, Vice President
Heidi Klyn, Secretary
Carolyn Bettencourt, Director
Marianne Neufeld, Director
Noel Lyons, Director
Jess Marzak, Director

DIRECTORS ABSENT:

None

OTHERS PRESENT:

Elke Strunka, Treasurer
Kevin Hubred, GM
Dawn McFarland, EA
Rich Laden, Timekeeper
Approximately 30 members

2. ADOPT MEETING AGENDA

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: That the Board adopt today's meeting agenda as presented.

3. TIME-KEEPER – Rich Laden

4. ONSENT CALENDAR

A. Approval of Minutes

1. October 15, 2019 Board Meeting

- 2. November 13, 2019 Board Budget Meeting
- B. Club Application – Second Half of Life
- C. ASA Committee Charter Revision
- D. BCC Charter Revision
- E. NODA

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: That the Board accept the consent calendar as presented.

5. **PRESIDENTS REPORT**

President Spanier gave the president’s report which is available on the Association’s website.

6. **SECRETARY’S EXECUTIVE MEETING SUMMARY (HK)**

Secretary Heidi Klyn announced the following Board actions/discussion items in today’s Executive Session.

- A. Approved three (3) executive meeting minutes;
- B. Discussed two (2) legal matters
- C. Held one (1) homeowner hearing

7. **OTHER REPORTS**

A. Treasurers Report (ES)

- Approval of the October 31, 2019 Operating and Reserve Account Financial Statements Pursuant to Civil Codes 5500 and 5501

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: That the Board accept OVA treasurer’s October 2019 operating and reserve account financial statements pursuant to Civil Codes 5500 and 5501 as presented.

B. Management Report (GM)

GM Kevin Hubred gave his management report which is posted on the association’s website.

C. Committee Reports (Committee Chairs)

None

8. **OPEN FORUM**

President Spanier announced the open forum and asked members to speak for up to three (3) minutes, three (3) members commented on various topics.

9. **UNFINISHED BUSINESS**

None

10. **NEW BUSINESS**

A. Legal Matters for Discussion in ES (SS)

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: This item has been tabled for the next board meeting pending discussion with our legal counsel and some suggested edits.

B. Election Rules Revision (SB 323) (GM)

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: General Manager, Kevin Hubred summarized SB323 regarding the Election Rules Revision. It was established that the Election Rules red-line version would be posted on the Berger bulletin board immediately to satisfy the posting notice requirements with approval to follow at the December 17, 2019 Board meeting in preparation for our 2020 Director Election.

C. OVA Protection of Member Email Addresses (TK)

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: Whereas SB323 was passed requiring HOAs to release member email addresses as part of any membership lists requested after January 1, 2020, OVA will develop a process to protect member email information from wholesale disclosure prior to December 31, 2019.

D. Board Review of OVA Bylaw Revision (TK)

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: The Bylaw Revision Committee (BRC) finalized their proposals for revising the bylaws and articles of incorporation, attorneys recently completed their legal review and sent to OVA, including a template for modernizing bylaws and since SB323 has passed, which has material effect on many of the provisions of HOA laws. This executive committee will prepare a summary review and proposed recommendation for action incorporating all three of the listed inputs cited here for the next Board meeting on December 17, 2019.

E. CETC Resolution (MN)

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: This item is tabled for discussion at the December 17, 2019 Board meeting.

F. OVA Facility Use During PSPS (JM).

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: This item is tabled for discussion at the December 17, 2019 Board meeting.

11. **REVIEW**

Items for Board review: Member correspondence; Committee Minutes; Other

12. **NEXT MEETINGS**

A. The Next Town Hall Meetings are scheduled as follows:

1. Oakmont Golf Course (OGC) Acquisition Update – Tuesday December 3, 2019 at 10:00 a.m. in the Berger Building
2. East Recreation Center Renovation Review – Tuesday December 3, 2019 at 1:00 p.m. in the Berger Building

B. The Next Board Meeting is Tuesday December 17, 2019 at 1:00 PM in the Berger Building

13. **ADJOURNMENT**

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: To adjourn the meeting at 2:54 PM.

ATTEST

I certify that the forgoing is a true and correct copy of the Minutes as approved by the Board of Directors.

Heidi Klyn, Secretary

Dated

OAKMONT VILLAGE ASSOCIATION
SPECIAL BOARD OF DIRECTORS MEETING – OPEN MEETING
Wednesday November 27, 2019 – 3:00 p.m.
Berger Auditorium, 6633 Oakmont Drive, Santa Rosa CA 95409

Agenda

1. CALL TO ORDER/DETERMINATION OF A QUORUM

Tom Kendrick, VP, called the meeting to order at 3:05 p.m. and presided at the meeting until President Spanier entered the meeting at 3:10 p.m. and then presided for the remainder of the meeting. A quorum of seven (7) Directors were present during.

DIRECTORS PRESENT:

Steve Spanier, President
Tom Kendrick, Vice President
Heidi Klyn, Secretary
Carolyn Bettencourt, Director
Marianne Neufeld, Director
Noel Lyons, Director

DIRECTORS ABSENT:

Jess Marzak, Director

OTHERS PRESENT:

Kevin Hubred, GM
Dawn McFarland, EA
Rich Laden, Timekeeper
Approximately 6 members

2. ADOPT MEETING AGENDA

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVE: The board voted to accept the agenda as presented.

3. TIME-KEEPER – Rich Laden

4. **PRESIDENTS REPORT**

None

5. **OPEN FORUM**

Vice President Kendrick announced the open forum and asked members to speak for up to three (3) minutes, one (1) member commented.

6. **UNFINISHED BUSINESS**

None

7. **NEW BUSINESS**

A. Nominating Committee Appointment (SS)

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: The Board appointed a nominating committee for the 2020 election of directors consisting of Rob Lenahan, Elaine Bennett, Noel Lyons, Heidi Klyn and Carolyn Bettencourt.

8. **NEXT MEETINGS**

A. The Next Town Hall Meetings are scheduled as follows:

1. Oakmont Golf Course (OGC) Acquisition Update – Tuesday December 3, 2019 at 10:00 a.m. in the Berger Building
2. East Recreation Center Renovation Review – Tuesday December 3, 2019 at 1:00 p.m. in the Berger Building

B. The Next Board Meeting is Tuesday December 17, 2019 at 1:00 PM in the Berger Building

9. **ADJOURNMENT**

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: To adjourn the meeting at 3:17 PM.

ATTEST

I certify that the forgoing is a true and correct copy of the Minutes as approved by the Board of Directors.

Heidi Klyn, Secretary

Dated

OAKMONT VILLAGE ASSOCIATION
SPECIAL BOARD TOWN HALL MEETING – OPEN MEETING
Tuesday December 3, 2019 – 1:00 p.m.
Berger Auditorium, 6633 Oakmont Drive, Santa Rosa CA 95409

MINUTES

1. CALL TO ORDER/DETERMINATION OF A QUORUM

President Spanier noted a quorum of seven (7) Directors were present and called the meeting to order at 1:00 pm.

DIRECTORS PRESENT:

Steve Spanier, President
Tom Kendrick, Vice President
Heidi Klyn, Secretary
Carolyn Bettencourt, Director
Marianne Neufeld, Director
Noel Lyons, Director
Jess Marzak, Director

DIRECTORS ABSENT:

None

OTHERS PRESENT:

Elke Strunka, Treasurer
Kevin Hubred, GM
Dawn McFarland, EA
Rich Laden, Timekeeper
Approximately 25 members

2. ADOPT MEETING AGENDA

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: That the Board adopt today's meeting agenda as presented.

3. TIME-KEEPER – Rich Laden / MINUTE TAKER - Dawn McFarland

4. OPEN FORUM

President Spanier announced the open forum and asked members to speak for up to three (3) minutes, no members commented.

5. UNFINISHED BUSINESS

None

6. NEW BUSINESS

A. East Recreation Center Renovation Review (TK & BCC)

Vice President Tom Kendrick and Building Construction Committee (BCC) member Iris Harrell gave an account of the project.

ERC Project Budget Process was as follows:

		Totals
4/17/18	Initial (Partial) Contract	\$1.734M
6/19/18	Additional approvals	\$.528M
11/13/18	Change Orders	\$.516M
		\$2.778M

And ERC Project Financial Breakdown:

	Asset Repl. Fund	Cap Repl. Fund	Total
Nordby Expenses	\$1.14M	\$1.173M	\$2.337M
Other Expenses	\$.124M	\$.275M	\$.399M
Total	\$1.288M	\$1.448M	\$2.736M

ERC Approved Budget, November 2018: \$2.778M

Estimated Cost (2018) to rebuild ERC: \$4.6M

Although our opening bid with Nordby Construction was at \$1.7M, this did not include the many items added throughout the project. While under construction many additional factors were addressed including ADA Code enhancements within the building, parking lots and walkways, additional permits, lower level renovation, audio visual upgrades and project contingency.

OPEN FORUM: Vice President Tom Kendrick opened the floor to public comment, five (5) members spoke.

7. NEXT MEETINGS

- A. Special Board Town Hall Meeting, Tuesday December 10, 2019 at 10:00 a.m. in the Berger Auditorium – OGC Acquisition Update
- B. The Next Board Meeting is Tuesday December 17, 2019 at 1:00 PM in the Berger Building

8. ADJOURNMENT

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: To adjourn the meeting at 2:37 pm.

ATTEST

I certify that the forgoing is a true and correct copy of the Minutes as approved by the Board of Directors.

Heidi Klyn, Secretary

Dated

OAKMONT VILLAGE ASSOCIATION
SPECIAL BOARD OF DIRECTORS MEETING – OPEN MEETING
Tuesday December 10, 2019 – 10:00 a.m.
Berger Auditorium, 6633 Oakmont Drive, Santa Rosa CA 95409

MINUTES

1. CALL TO ORDER/DETERMINATION OF A QUORUM

President Spanier noted a quorum of seven (7) Directors were present and called the meeting to order at 10:05AM.

DIRECTORS PRESENT:

Steve Spanier, President
Tom Kendrick, Vice President
Heidi Klyn, Secretary
Carolyn Bettencourt, Director
Marianne Neufeld, Director
Noel Lyons, Director
Jess Marzak, Director

DIRECTORS ABSENT:

None

OTHERS PRESENT:

Elke Strunka, Treasurer
Kevin Hubred, GM
Dawn McFarland, EA
Rich Laden, Timekeeper
Approximately 120 members

2. APPROVAL OF AGENDA

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: That the Board adopt today's meeting agenda swapping items six (6) and seven (7) on the agenda.

3. TIME-KEEPER – Rich Laden / MINUTE TAKER - Dawn McFarland

4. UNFINISHED BUSINESS

None

5. NEW BUSINESS

A. Oakmont Golf Course Acquisition Update (SS)

President Spanier provided a Power Point presentation updating membership on the current status of the Oakmont Golf Course (OGC) purchase. The sales and lease agreements are signed however, delays in financing have pushed escrow into the new year. Unfortunately, the OGC is unable to continue full operations and will be reducing services and staff at the Quail Inn and golf course and will be closing the courses until further notice.

The purchase price of the OGC and its assets is \$3.6M with roughly \$17 of the \$23 increase in dues for 2020 is earmarked for the purchase and maintenance of the golf asset. Under the signed lease with Advance Golf Partners (AGP), OVA will assume the \$1M that AGP had originally offered to renovate the club and assume insurance costs greater than \$80,000 per year.

A social golf club membership originally estimated at \$10, will be \$8.50 per person per month paid for in member's dues. This social membership includes benefits from grounds access to enhanced dining and events.

6. **QUESTIONS AND ANSWERS**

The board provided note cards on each seat, requesting members write their questions. The question cards were collected and answered individually by President Spanier.

7. **OPEN FORUM**

President Spanier announced the open forum and asked members to speak for up to two (2) minutes, five (5) members commented on various topics.

8. **NEXT MEETINGS**

A. The Next Board Meeting is Tuesday December 17, 2019 at 1:00 PM in the Berger Building

9. **ADJOURNMENT**

A motion was made, seconded and approved unanimously. The motion passed.

RESOLVED: To adjourn the meeting at 11:18 AM.

ATTEST

I certify that the forgoing is a true and correct copy of the Minutes as approved by the Board of Directors.

Heidi Klyn, Secretary

Dated

Building Construction Committee Appointment Resolution
December 17, 2019

Person Submitting: Kevin Hubred, GM

Date Submitted: December 11, 2019

Resolution Content:

Whereas, on June 18, 2019 the board approved the appointment of the 2019 Committees, including the Building and Construction Committee, and

Whereas, the BCC would like to add a committee member, Ken Smith, to serve on the committee, be it resolved:

That the Board appoints Ken Smith to serve on the BCC effective immediately.

Documents Attached: Ken Smith's Resume

Nominating Committee Resignation and Appointment Resolution
December 17, 2019

Person Submitting: Noel Lyons

Date Submitted: December 11, 2019

Resolution Content:

Whereas, at the November 19, 2019 the Board passed the following resolution:

RESOLVED: The Board appointed a Nominating Committee (NC) for the 2020 election of directors consisting of Rob Lenahan, Elaine Bennett, Noel Lyons, Heidi Klyn and Carolyn Bettencourt, and

Whereas, Jim Sannar, FC member, expressed his interest in serving on the NC, however the bylaws state that there shall be only five members appointed to serve on the NC, and

Whereas, Noel Lyons resigned from the NC to allow Jim Sannar to be appointed to the NC, be it resolved that:

The Board accepts the resignation of Noel Lyons and approves the appointment of Jim Sannar to serve on the Nominating Committee effective immediately.

Documents Attached: None

Oakmont Birder Club Application Approval Resolution
December 17, 2019

Person Submitting: Kevin Hubred, GM

Date Submitted: December 11, 2019

Resolution Content:

Whereas, members of the Oakmont Village Association have requested formal approval to become a recognized group at OVA, the Oakmont Birders Club/Group, to use the OVA facilities for their social activities, and

Whereas, the Oakmont Birders Club/Group would be considered a club and will be subject to the OVA group/club rules, be it resolved:

RESOLVED: The Board approves the application for the Oakmont Birders Club as an official OVA club.

Documents Attached: Oakmont Birders Club Application

Notice of Delinquent Assessment (NODA) Resolution

December 17, 2019

Person Submitting: Dawn McFarland

Date Submitted: December 11, 2019

Resolution Content:

Whereas, it is the fiduciary responsibility of the Oakmont Board of Directors to collect all monthly assessments in a timely manner pursuant to the OVA Collections Policy, and must comply with requirements as described in CA Civil Code Sections 1367 and 1367.1 when collecting delinquent assessments; and

Whereas the owner(s) of assessor's parcel number/account numbers are at least 90-days delinquent in the payment of assessments and attendant charges pursuant to the Association's Governing Documents, By-Laws, Article II, (sub paragraphs 2.7 – 2.75) and CA Civil Code Sections 1367 and 1367.1:

To approve the NODA's for account numbers:

1. 13700-467-01 - \$1,009.19
2. 13700-991-01 - \$1,009.19
3. 13701-825-01 - \$881.08
4. 13702-032-01 - \$999.14
5. 13700-215-02 - \$639.41
6. 13700-496-01 - \$759.61
7. 13700-995-01 - \$550.88
8. 13701-331-01 - \$335.89
9. 13701-502-01 - \$600.09
10. 13701-806-04 - \$867.47
11. 13701-897-02 - \$491.33
12. 13702-053-01 - \$1,927.12

Whereas, be it resolved:

That the Board authorizes the Association's contracted collections agent, Pro Solutions, to cause to be recorded a Notice of Lien Assessment (Lien) against the above stated property owner's unit(s).

Fiscal Impact: Placing a lien on the collections of approximately \$10,000 in past due assessments could be in jeopardy with current and future uncollected assessments if a lien is not filed.

Documents Attached: NODA's

Oakmont Village Association

October 2019 Financial Statements

Are the reserves funded per the budget? Yes No

If no, the reserves are \$ _____ (____ months) unfunded

Are all funds currently FDIC insured? Yes No

CD laddering programs are available to offer protection while keeping funds within the same bank. Please contact CFM for assistance, if needed.

The following reports are included:

- Balance Sheet
- Reserve Budget Comparison
- Summarized Operating Budget Comparison
- Operating Budget Comparison
- Supplemental Operating Budget Comparison
- Bank Account Reconciliations (sent as separate PDF)
- Accounts Receivable Aging
- Check Register
- Accounts Payable Aging
- Month-to-Date General Ledger (sent as separate PDF)

Submitted by: Stacie Donnelly, PCAM, CCAM
Chief Financial Officer
Condominium Financial Mgmt., Inc., ACMB

If questions, please call (925) 566-6672
Or email StacieD@condofinancial.com

CFM has prepared the accompanying balance sheet and the related statement of results of operations for the period. Our preparation is limited to presenting, in the form of financial statements, information provided by the Board of Directors or Association Management. This information has not been audited nor reviewed by a CPA, and accordingly, no expression of opinion or other form of assurance is made on the statements. The financial statements include neither footnotes nor a statement of change in financial position that would be required by generally accepted accounting principles (GAAP). Therefore, these statements are not intended for parties unacquainted with the operations of the Association, and are restricted to use by the Board of Directors and Management of the Association.

Oakmont Village Association
BALANCE SHEET
 Unaudited
 Year End December 31, 2019
 As Of 10/31/19

A S S E T S

OPERATING FUND ASSETS

10100	MofO OPS ICS Checking	\$ 101,994.75	
10100-00	MofO OPS ICS Investment	365,128.87	
10158	Umpqua OVA Office Checking	12,818.29	
10180	OVA Office Cash Box	100.00	
10300	Owners' Accounts Receivable	50,912.25	
10310	Bad Debt Allowance	(9,865.91)	
10505	Cyber Policy 1/1/19-20	69.90	
10506	Machinery Policy 1/1/19-20	182.90	
10507	Vehicle Policy 1/1/19-20	308.50	
10508	D&O Policy 1/1/19-20	5,860.90	
10509	Fiduciary Policy 1/1/19-20	67.40	
10510	Package Policy 1/1/19-20	8,941.00	
10511	Umbrella Policy 1/1/19-20	1,556.00	
10512	W/C Policy 1/1/19-20	5,753.50	
10513	Fidelity Policy 6/1/19-20	2,962.75	
10514	EQ Policy 1/1/19-20	8,128.34	
10515	Prepaid Operating Expense	14,746.18	
10517	Movie License 10/26/19-20	5,504.35	
10519	Music License 12/1/18-19	357.56	
10520	Land Lease 8/1/19-20	1,875.01	
10530	OVA Office Security Deposits	5,354.40	

	SUBTOTAL	\$ 582,756.94	

Oakmont Village Association
BALANCE SHEET
 Unaudited
 Year End December 31, 2019
 As Of 10/31/19

ASSET REPLACEMENT FUND ASSETS (ARF)

12015	MofO ARF ICS Checking	\$ 227,368.52
12015-00	MofO ARF ICS Investment	165,558.86
12025	MofO CDARS 7/16/20 1.98% 12M	128,474.68
12030	Merrill Lynch ARF Investments	1,083.95
12031	ML CD 12-9-19 2.45% 6mos	246,000.00
12032	ML CD 12-16-19 2.4% 6mos	162,000.00
12050	Q - Umpqua CD 2/20/20 0.45% 18M	244,375.95
12080	ARF Due from CIF	875,164.00
12110	Fixed Asset - Land	370,604.00
12120	Fixed Asset - Buildings & Improvements	10,515,292.00
12130	Fixed Asset - Furniture & Equipment	797,185.73
12140	Fixed Asset - Property, Plant & Equip	95,525.00
12150	Construction in Progress ARF	512,149.00
12190	Accumulated Depreciation	(5,444,455.50)

	SUBTOTAL	\$ 8,896,326.19

CAPITAL IMPROVEMENT FUND ASSETS (CIF)

13014	Luther Burbank CIF MM	\$ 10,293.26
13020	MofO CIF ICS Checking	37,242.80
13020-00	MofO CIF ICS Investment	2,004,515.11
13040	Fixed Asset - Leasehold Improvements	161,897.00
13045	Construction in Progress - CIF	724,834.00
13049	Accumulated Depreciation	(44,154.00)

	SUBTOTAL	\$ 2,894,628.17
	TOTAL ASSETS	\$ 12,373,711.30
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Oakmont Village Association
BALANCE SHEET
 Unaudited
 Year End December 31, 2019
 As Of 10/31/19

LIABILITIES

OPERATING FUND LIABILITIES

20000	Prepaid Assessments	\$ 207,051.29	
20210	Operating Accounts Payable	25,156.67	
20220	Accrued Operating Expenses	26,035.00	
20230	Accrued Retirement - Admin	8,177.36	
20232	Accrued Retirement - Maint.	15,405.37	
20235	Accrued Vacation - Admin.	16,064.07	
20236	Accrued Vacation - Maint.	23,438.76	
20290	Service Appreciation Fund	265.00	
20999	Accounts Payable - CFM	100.00	

	SUBTOTAL		\$ 321,693.52

ASSET REPLACEMENT FUND LIABILITIES (ARF)

25020	ARF Accounts Payable	\$ 27,995.75	
25060	ARF 25% Nordby Retainage	5,571.25	

	SUBTOTAL		\$ 33,567.00

CAPITAL IMPROVEMENT FUND LIABILITIES (CIF)

26020	CIF Accounts Payable	\$ 22,380.19	
26040	CIF MofO Loan 5.25% 8/18/24	1,553,259.54	
26065	CIF Due to ARF	875,164.00	

	SUBTOTAL		\$ 2,450,803.73

	TOTAL LIABILITIES		\$ 2,806,064.25
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Oakmont Village Association
 BALANCE SHEET
 Unaudited
 Year End December 31, 2019
 As Of 10/31/19

MEMBERS' EQUITY

ASSET REPLACEMENT FUND (ARF)

35690	Beginning Balance - ARF	\$ 10,053,112.54
35700	Current ARF Funding	861,670.00
35710	ARF Interest Earned	11,903.67
35720	Net Income from OPS	82,905.00
36000-04	Asphalt - ERC	(244,264.00)
36009-02	Swimming Pool - CAC	(93,481.01)
36009-03	Swimming Pool - WRC	(4,020.31)
36009-04	Swimming Pool - ERC	(5,340.99)
36010-02	Spa - CAC	(5,000.00)
36057-02	Landscape - CAC	(705.08)
36061	Bridge	(24,168.00)
36075-04	Indoor Furniture - ERC	(15,296.71)
36077-02	Pool Cabana - CAC	(11,220.00)
36078-03	Recreational Equipment - WRC	(7,526.41)
36081	Shuffleboard	(3,264.22)
36083-02	Building Exterior - CAC	(11,065.00)
36085-02	Sauna - CAC	(11,282.00)
36086-02	Fitness Equipment - CAC	(17,513.79)
36120-02	Decks & Balconies - CAC	(15,245.00)
36176-01	A/V Equipment - BRG	(79,506.24)
36176-04	A/V Equipment - ERC	(1,125.00)
36200	BRG Expansion Project	(5,892.00)
36302-04	Water System - ERC	(9,020.00)
36350	ERC Renovation Cost	(1,287,996.25)
36351	ERC Renovation Soft Costs	(0.01)
36380	Depreciation Expense	(290,000.00)
36398	State & Federal Taxes	(3,600.00)
36399	Misc. Reserve Expense - ARF	(300.00)

	SUBTOTAL	\$ 8,862,759.19

Oakmont Village Association
BALANCE SHEET
Unaudited
Year End December 31, 2019
As Of 10/31/19

CAPITAL IMPROVEMENT FUND (CIF)

36490	Beginning Balance - CIF	\$ 1,787,101.93	
36500	Current CIF Funding	387,500.00	
36510	CIF Interest Earned	1,478.56	
36685-01	Building - BRG	(2,165.00)	
36730-04	Draperies & Blinds - ERC	(12,561.13)	
36768	Golf Course Project	(76,939.03)	
36770	Dog Park	(16,129.67)	
36785	OVA Office	3,531.29	
36795	CIF Loan Interest	(19,936.29)	
36796	CIF Loan Closing Costs	(8,058.00)	
36810	ERC Renovation Cost	(1,417,873.85)	
36811	ERC Renovation Soft Costs	(182,124.37)	

	SUBTOTAL		\$ 443,824.44

OPERATING FUND

37010	Beginning Ops Fund Balance	\$ 266,493.40	
37030	(Net Income to ARF)	(82,905.00)	
	Current Net Surplus (Deficit)	77,475.02	

	SUBTOTAL		\$ 261,063.42

	TOTAL LIABILITIES & EQUITY		\$ 12,373,711.30
			=====

Oakmont Village Association
Reserve Expense Budget Comparison
Year End December 31, 2019
For The Period 01/01/19 To 10/31/19

	Beginning Balance at 01/01/19	Year to Date		Ending Balance at 10/31/19	Per Budget	Variance	
		Contributions	Expenditures				
35690	Beginning Balance - ARF	\$ (9,425,702.54)	\$ 627,410.00	\$ -	\$ (10,053,112.54)	\$ -	\$ -
35700	Current ARF Funding	0.00	861,670.00	0.00	(861,670.00)	0.00	0.00
35710	ARF Interest Earned	0.00	11,903.67	0.00	(11,903.67)	0.00	0.00
35720	Net Income from OPS	0.00	82,905.00	0.00	(82,905.00)	0.00	0.00
36000-03	Asphalt - WRC	0.00	0.00	0.00	0.00	80,182.00	80,182.00
36000-04	Asphalt - ERC	0.00	0.00	244,264.00	244,264.00	327,907.00	83,643.00
36005-02	Concrete - CAC	0.00	0.00	0.00	0.00	237,120.00	237,120.00
36005-03	Concrete - WRC	0.00	0.00	0.00	0.00	16,224.00	16,224.00
36009-02	Swimming Pool - CAC	0.00	0.00	93,481.01	93,481.01	251,896.00	158,414.99
36009-03	Swimming Pool - WRC	0.00	0.00	4,020.31	4,020.31	11,898.00	7,877.69
36009-04	Swimming Pool - ERC	0.00	0.00	5,340.99	5,340.99	0.00	(5,340.99)
36010-02	Spa - CAC	0.00	0.00	5,000.00	5,000.00	34,015.00	29,015.00
36051-04	Entry Control - ERC	0.00	0.00	0.00	0.00	4,867.00	4,867.00
36055-04	Lighting & Electrical - ERC	0.00	0.00	0.00	0.00	33,879.00	33,879.00
36056-02	HVAC - CAC	0.00	0.00	0.00	0.00	6,240.00	6,240.00
36057	Landscape	0.00	0.00	0.00	0.00	34,060.00	34,060.00
36057-02	Landscape - CAC	0.00	0.00	705.08	705.08	88,637.00	87,931.92
36057-03	Landscape - WRC	0.00	0.00	0.00	0.00	10,816.00	10,816.00
36057-04	Landscape - ERC	0.00	0.00	0.00	0.00	58,406.00	58,406.00
36061	Bridge	0.00	0.00	24,168.00	24,168.00	0.00	(24,168.00)
36075-03	Indoor Furniture - WRC	0.00	0.00	0.00	0.00	5,408.00	5,408.00
36075-04	Indoor Furniture - ERC	0.00	0.00	15,296.71	15,296.71	0.00	(15,296.71)
36077-02	Pool Cabana - CAC	0.00	0.00	11,220.00	11,220.00	0.00	(11,220.00)
36078-02	Recreational Equipment - CAC	0.00	0.00	0.00	0.00	57,699.00	57,699.00
36078-03	Recreational Equipment - WRC	0.00	0.00	7,526.41	7,526.41	0.00	(7,526.41)
36080-04	Building Interior - ERC	0.00	0.00	0.00	0.00	34,611.00	34,611.00
36081	Shuffleboard	0.00	0.00	3,264.22	3,264.22	0.00	(3,264.22)
36083-02	Building Exterior - CAC	0.00	0.00	11,065.00	11,065.00	43,769.00	32,704.00
36084-02	Structural Repairs - CAC	0.00	0.00	0.00	0.00	96,173.00	96,173.00
36084-04	Structural Repairs - ERC	0.00	0.00	0.00	0.00	35,672.00	35,672.00
36085-02	Sauna - CAC	0.00	0.00	11,282.00	11,282.00	0.00	(11,282.00)
36086-02	Fitness Equipment - CAC	0.00	0.00	17,513.79	17,513.79	0.00	(17,513.79)
36120-02	Decks & Balconies - CAC	0.00	0.00	15,245.00	15,245.00	0.00	(15,245.00)
36125-04	Retaining Walls - ERC	0.00	0.00	0.00	0.00	8,112.00	8,112.00
36150-04	Lakes/Ponds - ERC	0.00	0.00	0.00	0.00	42,182.00	42,182.00
36176-01	A/V Equipment - BRG	0.00	0.00	79,506.24	79,506.24	0.00	(79,506.24)
36176-04	A/V Equipment - ERC	0.00	0.00	1,125.00	1,125.00	0.00	(1,125.00)
36200	BRG Expansion Project	0.00	0.00	5,892.00	5,892.00	0.00	(5,892.00)
36205-02	Flooring - CAC	0.00	0.00	0.00	0.00	90,246.00	90,246.00
36209	OVA Office	0.00	0.00	0.00	0.00	3,458.00	3,458.00
36211-02	Office Equipment - CAC	0.00	0.00	0.00	0.00	4,834.00	4,834.00
36302-04	Water System - ERC	0.00	0.00	9,020.00	9,020.00	0.00	(9,020.00)
36307-03	Equipment Replacement - WRC	0.00	0.00	0.00	0.00	7,030.00	7,030.00
36308-02	Roof - CAC	0.00	0.00	0.00	0.00	16,224.00	16,224.00
36350	ERC Renovation Cost	496,816.14	0.00	791,180.11	1,287,996.25	0.00	(791,180.11)
36351	ERC Renovation Soft Costs	15,333.20	0.00	(15,333.19)	0.01	0.00	15,333.19
36380	Depreciation Expense	0.00	0.00	290,000.00	290,000.00	0.00	(290,000.00)

36398 State & Federal Taxes
 36399 Misc. Reserve Expense - ARF

	0.00	0.00	3,600.00	3,600.00	0.00	(3,600.00)
	0.00	0.00	300.00	300.00	0.00	(300.00)
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\$	8,913,553.20	\$ 1,583,888.67	\$ 1,634,682.68	\$ 8,862,759.19	\$ 1,641,565.00	\$ 6,882.32
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Oakmont Village Association
SUMMARIZED BUDGET COMPARISON REPORT
Unaudited
Year End December 31, 2019
For The Period 10/01/19 To 10/31/19

	Current-Prd Actual	Current-Prd Budget	Variance	Year-To-Date Actual	Year-To-Date Budget	Variance	Annual Budget
REVENUES							
OPERATING REVENUE	\$ 362,650.65	\$ 365,809.79	\$ (3,159.14)	\$ 3,631,773.98	\$ 3,658,097.90	\$ (26,323.92)	\$ 4,389,718.00
TRANSFERS TO FUND ACCOUNTS	(124,917.00)	(124,917.00)	0.00	(1,249,170.00)	(1,249,170.00)	0.00	(1,499,004.00)
NET OPERATING REVENUE	<u>\$ 237,733.65</u>	<u>\$ 240,892.79</u>	<u>\$ (3,159.14)</u>	<u>\$ 2,382,603.98</u>	<u>\$ 2,408,927.90</u>	<u>\$ (26,323.92)</u>	<u>\$ 2,890,714.00</u>
EXPENSES							
ADMINISTRATIVE	\$ 49,893.94	\$ 47,136.14	\$ (2,757.80)	\$ 488,224.39	\$ 471,361.52	\$ (16,862.87)	\$ 565,635.00
PAYROLL	105,430.26	118,621.45	13,191.19	1,160,339.90	1,186,214.50	25,874.60	1,423,458.00
CUSTODIAL & MAINTENANCE	8,970.25	11,224.91	2,254.66	104,998.74	112,249.46	7,250.72	134,700.00
GROUNDS COMMON AREAS	28,071.00	13,583.32	(14,487.68)	126,990.89	135,833.20	8,842.31	163,000.00
RECREATION COMMON AREAS	9,672.56	7,999.95	(1,672.61)	72,257.66	79,999.50	7,741.84	96,000.00
COMMUNITY BUS	5,595.00	5,000.00	(595.00)	58,428.00	50,000.00	(8,428.00)	60,000.00
PATROL & FIRE SYSTEMS	1,726.50	1,851.66	125.16	17,614.71	18,516.68	901.97	22,220.00
UTILITIES	31,190.28	27,141.59	(4,048.69)	276,274.67	271,415.90	(4,858.77)	325,700.00
CONTINGENCY	0.00	8,333.33	8,333.33	0.00	83,333.30	83,333.30	100,000.00
TOTAL EXPENSE	<u>\$ 240,549.79</u>	<u>\$ 240,892.35</u>	<u>\$ 342.56</u>	<u>\$ 2,305,128.96</u>	<u>\$ 2,408,924.06</u>	<u>\$ 103,795.10</u>	<u>\$ 2,890,713.00</u>
NET INCOME (LOSS) BEFORE TAXES	<u>\$ (2,816.14)</u>	<u>\$ 0.44</u>	<u>\$ (2,816.58)</u>	<u>\$ 77,475.02</u>	<u>\$ 3.84</u>	<u>\$ 77,471.18</u>	<u>\$ 1.00</u>

Oakmont Village Association
DETAILED BUDGET COMPARISON REPORT
 Unaudited
 Year End December 31, 2019
 For The Period 10/01/19 To 10/31/19

		Current-Prd Actual	Current-Prd Budget	Variance	Year-To-Date Actual	Year-To-Date Budget	Variance	Annual Budget
REVENUE								
OPERATING REVENUE								
41010	Owners' Assessments	\$ 355,950.00	\$ 359,676.50	\$ (3,726.50)	\$ 3,557,066.50	\$ 3,596,765.00	\$ (39,698.50)	\$ 4,316,118.00
41011	(Waived Fire Assessments)	(150.00)	0.00	(150.00)	(1,500.00)	0.00	(1,500.00)	0.00
41020	Late Charges Billed	463.99	0.00	463.99	4,764.62	0.00	4,764.62	0.00
41040	Interest Billed	121.17	0.00	121.17	966.33	0.00	966.33	0.00
41060	Operations Interest Earned	108.49	0.00	108.49	1,065.44	0.00	1,065.44	0.00
	SUBTOTAL	\$ 356,493.65	\$ 359,676.50	\$ (3,182.85)	\$ 3,562,362.89	\$ 3,596,765.00	\$ (34,402.11)	\$ 4,316,118.00
MISCELLANEOUS REVENUE								
43910	Fines & Penalties	\$ -	\$ 266.66	\$ (266.66)	\$ -	\$ 2,666.60	\$ (2,666.60)	\$ 3,200.00
43920	New Member Fees	4,200.00	4,000.00	200.00	42,650.00	40,000.00	2,650.00	48,000.00
43925	Owner Facility Use Cards	675.00	541.66	133.34	9,375.00	5,416.60	3,958.40	6,500.00
43926	Guest Facility Use Cards	250.00	166.66	83.34	3,251.70	1,666.60	1,585.10	2,000.00
43927	Ball Court Keys	6.00	0.00	6.00	76.00	0.00	76.00	0.00
43930	Ticketed Social Events	0.00	333.33	(333.33)	4,530.00	3,333.30	1,196.70	4,000.00
43940	Facility Rental Fees	375.00	416.66	(41.66)	3,275.00	4,166.60	(891.60)	5,000.00
43942	Piano Tuning	290.00	0.00	290.00	850.00	0.00	850.00	0.00
43946	Gas Shutoff Wrenches	36.00	0.00	36.00	270.00	0.00	270.00	0.00
43950	Locker Rental	0.00	91.66	(91.66)	1,098.50	916.60	181.90	1,100.00
43955	Credit Card Transactions	175.00	0.00	175.00	175.00	0.00	175.00	0.00
43960	Trip Revenue	0.00	0.00	0.00	60.00	0.00	60.00	0.00
43980	Newsletter Revenue	150.00	150.00	0.00	1,500.00	1,500.00	0.00	1,800.00
43985	Cash Box Adjustments	0.00	0.00	0.00	200.00	0.00	200.00	0.00
44000	Other Miscellaneous Revenue	0.00	166.66	(166.66)	2,099.89	1,666.60	433.29	2,000.00
	SUBTOTAL	\$ 6,157.00	\$ 6,133.29	\$ 23.71	\$ 69,411.09	\$ 61,332.90	\$ 8,078.19	\$ 73,600.00
TRANSFERS TO FUND ACCOUNTS								
49010	(CIF Funding)	\$ (38,750.00)	\$ (38,750.00)	\$ -	\$ (387,500.00)	\$ (387,500.00)	\$ -	\$ (465,000.00)
49030	(ARF Funding)	(86,167.00)	(86,167.00)	0.00	(861,670.00)	(861,670.00)	0.00	(1,034,004.00)
	SUBTOTAL	\$ (124,917.00)	\$ (124,917.00)	\$ -	\$ (1,249,170.00)	\$ (1,249,170.00)	\$ -	\$ (1,499,004.00)
	NET OPERATING REVENUE	\$ 237,733.65	\$ 240,892.79	\$ (3,159.14)	\$ 2,382,603.98	\$ 2,408,927.90	\$ (26,323.92)	\$ 2,890,714.00

Oakmont Village Association
 DETAILED BUDGET COMPARISON REPORT

Unaudited
 Year End December 31, 2019
 For The Period 10/01/19 To 10/31/19

		Current-Prd Actual	Current-Prd Budget	Variance	Year-To-Date Actual	Year-To-Date Budget	Variance	Annual Budget
EXPENSES								
ADMINISTRATION								
50000	Fiduciary Policy	\$ 33.66	\$ 35.00	\$ 1.34	\$ 336.60	\$ 350.00	\$ 13.40	\$ 420.00
50004	Volunteer Policy	0.00	25.00	25.00	300.00	250.00	(50.00)	300.00
50005	Vehicle Policy	154.25	156.66	2.41	1,542.50	1,566.60	24.10	1,880.00
50006	EQ Policy	4,064.15	4,052.50	(11.65)	40,641.50	40,525.00	(116.50)	48,630.00
50007	D&O Policy	2,930.41	2,083.33	(847.08)	29,304.10	20,833.30	(8,470.80)	25,000.00
50008	Fidelity Policy	423.25	438.33	15.08	4,308.38	4,383.30	74.92	5,260.00
50009	Umbrella Policy	778.00	708.33	(69.67)	7,780.00	7,083.30	(696.70)	8,500.00
50010	Package Policy	4,596.82	4,583.33	(13.49)	46,123.20	45,833.30	(289.90)	55,000.00
50011	Cyber Policy	0.00	262.50	262.50	0.00	2,625.00	2,625.00	3,150.00
50012	Postage, Shipping & Mailing	609.44	2,541.66	1,932.22	20,249.71	25,416.60	5,166.89	30,500.00
50014	Copies & Printing	161.10	583.33	422.23	21,179.65	5,833.30	(15,346.35)	7,000.00
50015	Copies for Clubs & Collectives	202.23	291.66	89.43	1,947.21	2,916.60	969.39	3,500.00
50016	Office Supplies & Services	2,518.77	2,041.66	(477.11)	18,472.26	20,416.60	1,944.34	24,500.00
50018	Office Furnishings & Equipment	398.35	625.00	226.65	4,618.63	6,250.00	1,631.37	7,500.00
50021	Banking, Credit & Service Fees	45.93	16.66	(29.27)	745.35	166.68	(578.67)	200.00
50022	CPA Services	0.00	500.00	500.00	5,445.00	5,000.00	(445.00)	6,000.00
50024	Permits, Certificatiions & Tax	0.00	833.33	833.33	9,332.82	8,333.30	(999.52)	10,000.00
50025	Movie & Music Licensing	813.75	937.50	123.75	8,826.25	9,375.00	548.75	11,250.00
50026	Video Services	780.00	958.33	178.33	9,015.00	9,583.30	568.30	11,500.00
50030	Financial Management Contract	4,751.00	4,458.33	(292.67)	44,300.20	44,583.30	283.10	53,500.00
50034	Misc. Financial Services	375.00	250.00	(125.00)	1,817.50	2,500.00	682.50	3,000.00
50035	CFM Software Access	0.00	1,441.66	1,441.66	10,016.40	14,416.60	4,400.20	17,300.00
50036	IT Services & Software	1,788.25	2,250.00	461.75	25,134.72	22,500.00	(2,634.72)	27,000.00
50037	Meetings & BOD Supplies	0.00	1,250.00	1,250.00	52.67	12,500.00	12,447.33	15,000.00
50038	Professional Services	750.00	666.66	(83.34)	12,565.00	6,666.60	(5,898.40)	8,000.00
50039	Scheduling Software	100.00	333.33	233.33	800.00	3,333.30	2,533.30	4,000.00
50040	Legal Services - General	16,257.50	6,250.00	(10,007.50)	64,929.22	62,500.00	(2,429.22)	75,000.00
50041	Legal Services - Architectural	0.00	500.00	500.00	0.00	5,000.00	5,000.00	6,000.00
50042	Memberships & Publications	0.00	250.00	250.00	2,374.91	2,500.00	125.09	3,000.00
50043	Budgeting & Reserve Studies	500.00	83.33	(416.67)	500.00	833.30	333.30	1,000.00
50047	Front Entrance Land Lease	208.33	208.33	0.00	2,083.34	2,083.30	(0.04)	2,500.00
50048	Office Rent	5,763.00	4,250.00	(1,513.00)	56,412.91	42,500.00	(13,912.91)	51,000.00
50049	Storage Space Rental	370.00	312.08	(57.92)	3,460.00	3,120.84	(339.16)	3,745.00
50062	Mileage Reimbursements	4.82	83.33	78.51	280.99	833.30	552.31	1,000.00
50064	Staff Education & Certs	150.00	291.66	141.66	1,240.39	2,916.60	1,676.21	3,500.00
50070	Employee Screenings	0.00	166.66	166.66	735.00	1,666.60	931.60	2,000.00
50090	Administrative Incidentals	105.49	83.33	(22.16)	2,587.95	833.30	(1,754.65)	1,000.00
50099	Community Social Activities	212.99	2,083.33	1,870.34	26,897.33	20,833.30	(6,064.03)	25,000.00
50110	Marketing & Publicity	45.00	250.00	205.00	1,558.25	2,500.00	941.75	3,000.00
50120	Website Services	2.45	0.00	(2.45)	309.45	0.00	(309.45)	0.00
	SUBTOTAL	\$ 49,893.94	\$ 47,136.14	\$ (2,757.80)	\$ 488,224.39	\$ 471,361.52	\$ (16,862.87)	\$ 565,635.00

Oakmont Village Association
 DETAILED BUDGET COMPARISON REPORT

Unaudited

Year End December 31, 2019

For The Period 10/01/19 To 10/31/19

		Current-Prd Actual	Current-Prd Budget	Variance	Year-To-Date Actual	Year-To-Date Budget	Variance	Annual Budget
PAYROLL								
50200	Salaries - Administrative	\$ 37,730.95	\$ 40,998.91	\$ 3,267.96	\$ 405,174.79	\$ 409,989.10	\$ 4,814.31	\$ 491,987.00
50211	W/C Insurance - Admin.	431.52	566.66	135.14	4,779.45	5,666.60	887.15	6,800.00
50212	Employee Benefits - Admin.	7,359.68	4,279.75	(3,079.93)	53,956.94	42,797.50	(11,159.44)	51,357.00
50213	Pension Plan - Admin.	444.04	1,338.33	894.29	8,016.36	13,383.30	5,366.94	16,060.00
50215	Medicare Reimb. - Admin.	0.00	721.58	721.58	4,323.70	7,215.80	2,892.10	8,659.00
50219	Salaries - Temporary Admin.	0.00	250.00	250.00	0.00	2,500.00	2,500.00	3,000.00
50220	Salaries - Maintenance	40,608.62	45,624.83	5,016.21	416,313.22	456,248.30	39,935.08	547,498.00
50231	W/C Insurance - Maint.	2,445.23	3,425.00	979.77	27,083.05	34,250.00	7,166.95	41,100.00
50232	Employee Benefits - Maint.	8,086.25	7,971.66	(114.59)	77,882.83	79,716.60	1,833.77	95,660.00
50233	Pension Plan - Maint.	1,413.81	1,613.50	199.69	15,131.37	16,135.00	1,003.63	19,362.00
50242	Salaries - Temp. Maint.	0.00	0.00	0.00	26,808.00	0.00	(26,808.00)	0.00
50243	Salaries - Seasonal Pool Staff	0.00	1,916.66	1,916.66	14,725.03	19,166.60	4,441.57	23,000.00
50250	Employer Payroll Taxes	6,062.31	7,391.66	1,329.35	70,164.03	73,916.60	3,752.57	88,700.00
50260	Payroll Processing	215.60	389.58	173.98	3,544.60	3,895.80	351.20	4,675.00
50270	Work Apparel & Safety Gear	330.47	500.00	169.53	1,796.02	5,000.00	3,203.98	6,000.00
50280	Service Appreciation	301.78	1,633.33	1,331.55	640.51	16,333.30	15,692.79	19,600.00
50290	Employee Settlement	0.00	0.00	0.00	30,000.00	0.00	(30,000.00)	0.00
	SUBTOTAL	\$ 105,430.26	\$ 118,621.45	\$ 13,191.19	\$ 1,160,339.90	\$ 1,186,214.50	\$ 25,874.60	\$ 1,423,458.00

DETAILED BUDGET COMPARISON REPORT

Unaudited

Year End December 31, 2019

For The Period 10/01/19 To 10/31/19

		Current-Prd Actual	Current-Prd Budget	Variance	Year-To-Date Actual	Year-To-Date Budget	Variance	Annual Budget
CUSTODIAL & MAINTENANCE								
51010	Shared Restroom Maintenance	\$ 350.00	\$ 350.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 4,200.00
51011	Custodial Supplies & Services	2,054.47	2,208.33	153.86	23,926.71	22,083.34	(1,843.37)	26,500.00
51012	OEPC Equipment	0.00	291.66	291.66	175.00	2,916.60	2,741.60	3,500.00
51015	Common Area Maintenance	5,308.16	2,000.00	(3,308.16)	24,887.41	20,000.00	(4,887.41)	24,000.00
51016	Lighting & Electrical Maint.	690.60	2,000.00	1,309.40	8,388.20	20,000.00	11,611.80	24,000.00
51017	Pest Control	75.00	416.66	341.66	3,395.00	4,166.60	771.60	5,000.00
51018	Floors, Upholstery & Blinds	0.00	500.00	500.00	5,743.62	5,000.00	(743.62)	6,000.00
51020-01	HVAC Contract - BRG	0.00	166.66	166.66	877.50	1,666.60	789.10	2,000.00
51020-02	HVAC Contract - CAC	0.00	166.66	166.66	877.50	1,666.60	789.10	2,000.00
51020-03	HVAC Contract - WRC	0.00	166.66	166.66	877.50	1,666.68	789.18	2,000.00
51020-04	HVAC Contract - ERC	0.00	166.66	166.66	877.50	1,666.68	789.18	2,000.00
51021-01	HVAC Repairs - BRG	0.00	291.66	291.66	3,516.05	2,916.68	(599.37)	3,500.00
51021-02	HVAC Repairs - CAC	0.00	458.33	458.33	5,913.21	4,583.30	(1,329.91)	5,500.00
51021-03	HVAC Repairs - WRC	0.00	166.66	166.66	1,834.25	1,666.60	(167.65)	2,000.00
51021-04	HVAC Repairs - ERC	0.00	166.66	166.66	0.00	1,666.68	1,666.68	2,000.00
51022	Plumbing Maintenance	0.00	416.66	416.66	6,887.88	4,166.60	(2,721.28)	5,000.00
51030	A/V Equipment	0.00	208.33	208.33	0.00	2,083.30	2,083.30	2,500.00
51040	Access Control - Gates & Doors	179.00	666.66	487.66	10,306.30	6,666.60	(3,639.70)	8,000.00
51090	Gasoline & Vehicle Maintenance	313.02	416.66	103.64	3,015.11	4,166.60	1,151.49	5,000.00
	SUBTOTAL	\$ 8,970.25	\$ 11,224.91	\$ 2,254.66	\$ 104,998.74	\$ 112,249.46	\$ 7,250.72	\$ 134,700.00
GROUNDS COMMON AREAS								
51210	Landscape Maintenance	\$ 3,276.00	\$ 3,250.00	\$ (26.00)	\$ 32,760.00	\$ 32,500.00	\$ (260.00)	\$ 39,000.00
51212	Misc. Landscape & Greenery	3,495.00	5,416.66	1,921.66	41,234.89	54,166.60	12,931.71	65,000.00
51214	Irrigation Maintenance	0.00	750.00	750.00	6,866.00	7,500.00	634.00	9,000.00
51218	Tree Maintenance	21,300.00	4,166.66	(17,133.34)	46,130.00	41,666.60	(4,463.40)	50,000.00
	SUBTOTAL	\$ 28,071.00	\$ 13,583.32	\$ (14,487.68)	\$ 126,990.89	\$ 135,833.20	\$ 8,842.31	\$ 163,000.00

**Oakmont Village Association
DETAILED BUDGET COMPARISON REPORT**

Unaudited
Year End December 31, 2019
For The Period 10/01/19 To 10/31/19

		Current-Prd Actual	Current-Prd Budget	Variance	Year-To-Date Actual	Year-To-Date Budget	Variance	Annual Budget
RECREATION COMMON AREAS								
53020	Pool & Spa Supplies	\$ 4,900.83	\$ 1,750.00	\$ (3,150.83)	\$ 18,121.33	\$ 17,500.00	\$ (621.33)	\$ 21,000.00
53020-02	Misc. Pool & Spa Repairs - CAC	0.00	166.66	166.66	661.46	1,666.60	1,005.14	2,000.00
53020-03	Misc. Pool & Spa Repairs - WRC	684.00	83.33	(600.67)	4,596.88	833.30	(3,763.58)	1,000.00
53020-04	Misc. Pool & Spa Repairs - ERC	0.00	83.33	83.33	21.56	833.30	811.74	1,000.00
53030	Pond Maintenance	550.00	666.66	116.66	6,773.00	6,666.60	(106.40)	8,000.00
53040	Fitness Maintenance & Training	1,836.25	2,125.00	288.75	18,722.60	21,250.00	2,527.40	25,500.00
53042	Facility & Recreation Equip.	0.00	1,000.00	1,000.00	4,223.22	10,000.00	5,776.78	12,000.00
53045-05	Bottled Water - OFF	88.35	83.33	(5.02)	688.79	833.30	144.51	1,000.00
53045-06	Bottled Water - MNT	196.90	83.33	(113.57)	1,337.86	833.30	(504.56)	1,000.00
53050	Bowling Green Maintenance	1,092.00	1,666.66	574.66	15,147.00	16,666.60	1,519.60	20,000.00
53060	Bocce Court Maintenance	0.00	83.33	83.33	0.00	833.30	833.30	1,000.00
53070	Ball Court Maintenance	0.00	83.33	83.33	0.00	833.30	833.30	1,000.00
53080	Library & Learning Center	34.23	41.66	7.43	553.96	416.60	(137.36)	500.00
53085	Piano Maintenance	290.00	83.33	(206.67)	1,410.00	833.30	(576.70)	1,000.00
	SUBTOTAL	\$ 9,672.56	\$ 7,999.95	\$ (1,672.61)	\$ 72,257.66	\$ 79,999.50	\$ 7,741.84	\$ 96,000.00
COMMUNITY BUS								
53500	Community Bus Service	\$ 5,595.00	\$ 5,000.00	\$ (595.00)	\$ 58,428.00	\$ 50,000.00	\$ (8,428.00)	\$ 60,000.00
	SUBTOTAL	\$ 5,595.00	\$ 5,000.00	\$ (595.00)	\$ 58,428.00	\$ 50,000.00	\$ (8,428.00)	\$ 60,000.00
PATROL & FIRE SYSTEMS								
54010	Patrol Service	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 18,000.00
54030	Fire System Maint. & Inspect.	0.00	125.00	125.00	520.00	1,250.00	730.00	1,500.00
54040	Fire & Commercial Monitoring	226.50	151.66	(74.84)	1,590.00	1,516.68	(73.32)	1,820.00
54050	Fire Extinguisher Maintenance	0.00	75.00	75.00	504.71	750.00	245.29	900.00
	SUBTOTAL	\$ 1,726.50	\$ 1,851.66	\$ 125.16	\$ 17,614.71	\$ 18,516.68	\$ 901.97	\$ 22,220.00

Oakmont Village Association
DETAILED BUDGET COMPARISON REPORT
 Unaudited
 Year End December 31, 2019
 For The Period 10/01/19 To 10/31/19

		Current-Prd Actual	Current-Prd Budget	Variance	Year-To-Date Actual	Year-To-Date Budget	Variance	Annual Budget
UTILITIES								
55010-02	Gas - CAC	\$ 558.05	\$ 3,333.33	\$ 2,775.28	\$ 25,305.75	\$ 33,333.30	\$ 8,027.55	\$ 40,000.00
55010-03	Gas - WRC	1,003.19	1,683.33	680.14	16,410.97	16,833.30	422.33	20,200.00
55010-04	Gas - ERC	1,821.60	2,266.66	445.06	4,528.72	22,666.60	18,137.88	27,200.00
55010-05	Gas - OFF	22.20	158.33	136.13	791.93	1,583.30	791.37	1,900.00
55012-02	Electricity - CAC	7,021.09	5,583.33	(1,437.76)	65,175.33	55,833.30	(9,342.03)	67,000.00
55012-03	Electricity - WRC	1,904.10	1,666.66	(237.44)	22,973.27	16,666.60	(6,306.67)	20,000.00
55012-04	Electricity - ERC	3,233.94	2,083.33	(1,150.61)	21,574.03	20,833.30	(740.73)	25,000.00
55012-05	Electricity - OFF	716.39	483.33	(233.06)	5,472.59	4,833.30	(639.29)	5,800.00
55012-07	Electricity - C/A	28.40	50.00	21.60	494.98	500.00	5.02	600.00
55014-01	Water - BRG	1,566.32	1,166.66	(399.66)	11,910.48	11,666.60	(243.88)	14,000.00
55014-02	Water - CAC	3,930.52	1,750.00	(2,180.52)	23,732.67	17,500.00	(6,232.67)	21,000.00
55014-03	Water - WRC	2,544.30	825.00	(1,719.30)	17,815.56	8,250.00	(9,565.56)	9,900.00
55014-04	Water - ERC	2,095.99	1,333.33	(762.66)	12,277.68	13,333.30	1,055.62	16,000.00
55014-07	Water - C/A	344.83	291.66	(53.17)	2,826.12	2,916.60	90.48	3,500.00
55016	Garbage	1,544.97	1,500.00	(44.97)	15,449.70	15,000.00	(449.70)	18,000.00
55018-01	Communication Lines - BRG	493.09	475.00	(18.09)	4,445.41	4,750.00	304.59	5,700.00
55018-02	Communication Lines - CAC	679.54	650.00	(29.54)	6,708.64	6,500.00	(208.64)	7,800.00
55018-03	Communication Lines - WRC	365.99	316.66	(49.33)	3,439.62	3,166.60	(273.02)	3,800.00
55018-04	Communication Lines - ERC	550.43	500.00	(50.43)	5,433.93	5,000.00	(433.93)	6,000.00
55018-05	Communication Lines - OFF	474.02	791.66	317.64	7,276.49	7,916.60	640.11	9,500.00
55018-06	Communication Lines - MNT	205.67	141.66	(64.01)	1,374.42	1,416.60	42.18	1,700.00
55018-07	Communication Lines - C/A	85.65	91.66	6.01	856.38	916.60	60.22	1,100.00
	SUBTOTAL	\$ 31,190.28	\$ 27,141.59	\$ (4,048.69)	\$ 276,274.67	\$ 271,415.90	\$ (4,858.77)	\$ 325,700.00
CONTINGENCY								
55099	Contingency	\$ -	\$ 8,333.33	\$ 8,333.33	\$ -	\$ 83,333.30	\$ 83,333.30	\$ 100,000.00
	SUBTOTAL	\$ -	\$ 8,333.33	\$ 8,333.33	\$ -	\$ 83,333.30	\$ 83,333.30	\$ 100,000.00
	TOTAL EXPENSES	\$ 240,549.79	\$ 240,892.35	\$ 342.56	\$ 2,305,128.96	\$ 2,408,924.06	\$ 103,795.10	\$ 2,890,713.00
	NET INCOME (LOSS) BEFORE TAXES	\$ (2,816.14)	\$ 0.44	\$ (2,816.58)	\$ 77,475.02	\$ 3.84	\$ 77,471.18	\$ 1.00

Oakmont Village Association
SUPPLEMENTAL BUDGET COMPARISON REPORT
 Unaudited
 Year End December 31, 2019
 For The Period 01/01/19 To 10/31/19

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Y-T-D Budget	Variance
REVENUE															
OPERATING REVENUE															
41010 Owners' Assessments	356,086	355,438	355,950	356,888	357,027	356,033	356,140	355,142	352,414	355,950	0	0	3,557,067	3,596,765	(39,699)
41011 (Waived Fire Assess)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	0	0	(1,500)	0	(1,500)
41020 Late Charges Billed	368	654	258	603	558	224	620	467	550	464	0	0	4,765	0	4,765
41040 Interest Billed	81	92	97	103	117	105	132	109	10	121	0	0	966	0	966
41060 Operations Interest	111	98	108	105	108	105	108	108	105	108	0	0	1,065	0	1,065
SUBTOTAL	356,496	356,132	356,262	357,548	357,660	356,316	356,851	355,676	352,929	356,494	0	0	3,562,363	3,596,765	(34,402)
MISCELLANEOUS REVENUE															
43910 Fines & Penalties	850	1,500	650	850	100	(800)	0	0	(3,150)	0	0	0	0	2,667	(2,667)
43920 New Member Fees	2,850	4,800	2,800	3,000	3,600	6,200	4,400	4,800	6,000	4,200	0	0	42,650	40,000	2,650
43925 Owner Facility Use	650	875	850	1,000	675	1,075	1,250	900	1,425	675	0	0	9,375	5,417	3,958
43926 Guest Facility Use	(250)	275	122	150	345	595	640	625	500	250	0	0	3,252	1,667	1,585
43927 Ball Court Keys	4	4	4	4	4	8	20	16	6	6	0	0	76	0	76
43930 Ticketed Social Events	0	0	0	0	450	3,220	860	0	0	0	0	0	4,530	3,333	1,197
43940 Facility Rental Fees	525	0	150	275	500	125	400	150	775	375	0	0	3,275	4,167	(892)
43942 Piano Tuning	0	0	0	0	0	280	140	0	140	290	0	0	850	0	850
43946 Gas Shutoff Wrench	0	18	18	9	0	18	45	54	72	36	0	0	270	0	270
43950 Locker Rental	633	208	38	43	0	15	129	25	9	0	0	0	1,099	917	182
43955 Credit Card Transactions	0	0	0	50	(35)	295	(160)	(25)	(125)	175	0	0	175	0	175
43960 Trip Revenue	0	0	0	0	0	0	60	0	0	0	0	0	60	0	60
43980 Newsletter Revenue	150	150	150	150	150	150	150	150	150	150	0	0	1,500	1,500	0
43985 Cash Box Adjustments	0	100	0	0	0	0	100	0	0	0	0	0	200	0	200
44000 Other Miscellaneous	0	100	2,000	(72)	0	0	72	0	0	0	0	0	2,100	1,667	433
SUBTOTAL	5,412	8,029	6,782	5,458	5,789	11,181	8,106	6,695	5,802	6,157	0	0	69,411	61,333	8,078
TRANSFERS TO FUND ACCOUNTS															
49010 (CIF Funding)	(38,750)	(38,750)	(38,750)	(38,750)	(38,750)	(38,750)	(38,750)	(38,750)	(38,750)	(38,750)	0	0	(387,500)	(387,500)	0
49030 (ARF Funding)	(86,167)	(86,167)	(86,167)	(86,167)	(86,167)	(86,167)	(86,167)	(86,167)	(86,167)	(86,167)	0	0	(861,670)	(861,670)	0
SUBTOTAL	(124,917)	(124,917)	(124,917)	(124,917)	(124,917)	(124,917)	(124,917)	(124,917)	(124,917)	(124,917)	0	0	(1,249,170)	(1,249,170)	0
NET OPERATING REVENUE	236,990	239,244	238,127	238,089	238,532	242,580	240,040	237,454	233,814	237,734	0	0	2,382,604	2,408,928	(26,324)

Oakmont Village Association
SUPPLEMENTAL BUDGET COMPARISON REPORT
 Unaudited

Year End December 31, 2019
 For The Period 01/01/19 To 10/31/19

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Y-T-D Budget	Variance
EXPENSES															
ADMINISTRATION															
50000 Fiduciary Policy	34	34	34	34	34	34	34	34	34	34	0	0	337	350	13
50004 Volunteer Policy	300	0	0	0	0	0	0	0	0	0	0	0	300	250	(50)
50005 Vehicle Policy	154	154	154	154	154	154	154	154	154	154	0	0	1,543	1,567	24
50006 EQ Policy	4,064	4,064	4,064	4,064	4,064	4,064	4,064	4,064	4,064	4,064	0	0	40,642	40,525	(117)
50007 D&O Policy	2,930	2,930	2,930	2,930	2,930	2,930	2,930	2,930	2,930	2,930	0	0	29,304	20,833	(8,471)
50008 Fidelity Policy	438	438	438	438	438	423	423	423	423	423	0	0	4,308	4,383	75
50009 Umbrella Policy	778	778	778	778	778	778	778	778	778	778	0	0	7,780	7,083	(697)
50010 Package Policy	4,752	4,597	4,597	4,597	4,597	4,597	4,597	4,597	4,597	4,597	0	0	46,123	45,833	(290)
50011 Cyber Policy	0	0	0	0	0	0	0	0	0	0	0	0	0	2,625	2,625
50012 Postage, Shipping &	918	3,279	2,660	700	4,259	955	5,291	588	990	609	0	0	20,250	25,417	5,167
50014 Copies & Printing	95	127	6,450	246	4,046	89	9,508	347	111	161	0	0	21,180	5,833	(15,346)
50015 Copies for Clubs &	39	0	305	128	220	83	491	130	350	202	0	0	1,947	2,917	969
50016 Office Supplies & S	2,010	695	2,104	1,384	3,390	1,543	2,052	1,749	1,026	2,519	0	0	18,472	20,417	1,944
50018 Office Furnishings &	1,222	0	(315)	1,483	700	100	767	150	112	398	0	0	4,619	6,250	1,631
50021 Banking, Credit & S	25	0	10	358	54	43	118	45	47	46	0	0	745	167	(579)
50022 CPA Services	0	1,545	4,190	0	0	0	0	(290)	0	0	0	0	5,445	5,000	(445)
50024 Permits, Certificati	0	0	10	3,384	0	0	1,629	15	4,295	0	0	0	9,333	8,333	(1,000)
50025 Movie & Music Licen	1,108	954	899	814	814	814	814	899	899	814	0	0	8,826	9,375	549
50026 Video Services	750	960	840	1,305	765	1,110	1,410	765	330	780	0	0	9,015	9,583	568
50030 Financial Managem	4,301	4,301	4,289	4,289	4,289	4,289	4,289	4,751	4,751	4,751	0	0	44,300	44,583	283
50034 Misc. Financial Serv	843	200	100	125	150	0	0	25	0	375	0	0	1,818	2,500	683
50035 CFM Software Acce	1,434	1,434	1,430	1,430	1,430	1,430	1,430	0	0	0	0	0	10,016	14,417	4,400
50036 IT Services & Softw	1,364	1,351	1,468	1,289	1,432	4,504	7,687	2,696	1,556	1,788	0	0	25,135	22,500	(2,635)
50037 Meetings & BOD Su	0	53	0	0	0	0	0	0	0	0	0	0	53	12,500	12,447
50038 Professional Servic	0	210	0	2,510	3,060	0	0	3,250	2,785	750	0	0	12,565	6,667	(5,898)
50039 Scheduling Softwar	0	0	100	100	100	100	100	100	100	100	0	0	800	3,333	2,533
50040 Legal Services - Ge	0	3,650	1,198	17,032	7,994	10,686	11,274	(11,639)	8,479	16,258	0	0	64,929	62,500	(2,429)
50041 Legal Services - Arc	0	0	0	0	0	0	0	0	0	0	0	0	0	5,000	5,000
50042 Memberships & Pub	191	0	175	595	500	130	784	0	0	0	0	0	2,375	2,500	125
50043 Budgeting & Reserv	0	0	0	0	0	0	0	0	0	500	0	0	500	833	333
50047 Front Entrance Lan	208	208	208	208	208	208	208	208	208	208	0	0	2,083	2,083	0
50048 Office Rent	5,589	5,589	5,589	5,589	5,589	5,589	5,589	5,763	5,763	5,763	0	0	56,413	42,500	(13,913)
50049 Storage Space Ren	310	310	310	310	370	370	370	370	370	370	0	0	3,460	3,121	(339)
50062 Mileage Reimburse	132	10	20	14	10	14	32	31	14	5	0	0	281	833	552
50064 Staff Education & C	0	0	601	0	0	41	0	448	0	150	0	0	1,240	2,917	1,676
50070 Employee Screenin	120	42	0	95	42	0	165	42	229	0	0	0	735	1,667	932
50090 Administrative Incid	0	0	378	392	470	569	318	113	244	105	0	0	2,588	833	(1,755)
50099 Community Social A	0	206	978	1,047	3,876	3,297	5,394	2,532	9,355	213	0	0	26,897	20,833	(6,064)
50110 Marketing & Publici	0	0	32	32	351	45	791	219	45	45	0	0	1,558	2,500	942
50120 Website Services	0	0	0	0	0	0	248	0	59	2	0	0	309	0	(309)
50 SUBTOTAL	34,109	38,119	47,025	57,853	57,113	48,990	73,740	26,285	55,097	49,894	0	0	488,224	471,362	(16,863)

Oakmont Village Association
SUPPLEMENTAL BUDGET COMPARISON REPORT
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 For The Period 01/01/19 To 10/31/19

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Y-T-D Budget	Variance
PAYROLL															
50200 Salaries - Administr	46,317	37,444	35,095	34,382	42,550	37,590	44,286	54,314	35,466	37,731	0	0	405,175	409,989	4,814
50211 W/C Insurance - Ad	432	432	896	432	432	432	432	432	432	432	0	0	4,779	5,667	887
50212 Employee Benefits	4,041	4,514	4,514	4,675	4,427	9,232	4,455	4,850	5,889	7,360	0	0	53,957	42,798	(11,159)
50213 Pension Plan - Adm	957	798	790	789	795	782	1,044	1,167	450	444	0	0	8,016	13,383	5,367
50215 Medicare Reimb. - A	454	454	454	454	475	465	1,262	305	0	0	0	0	4,324	7,216	2,892
50219 Salaries - Temporar	0	0	0	0	0	0	0	0	0	0	0	0	0	2,500	2,500
50220 Salaries - Maintenat	48,839	41,024	37,286	38,488	44,960	43,658	46,730	34,742	39,978	40,609	0	0	416,313	456,248	39,935
50231 W/C Insurance - Ma	2,445	2,445	5,076	2,445	2,445	2,445	2,445	2,445	2,445	2,445	0	0	27,083	34,250	7,167
50232 Employee Benefits	7,702	7,472	7,470	7,488	7,562	8,224	7,708	8,083	8,086	8,086	0	0	77,883	79,717	1,834
50233 Pension Plan - Mair	1,692	1,576	1,373	1,419	1,412	1,478	2,074	1,257	1,436	1,414	0	0	15,131	16,135	1,004
50242 Salaries - Temp. Ma	0	1,632	2,448	4,128	4,512	2,112	3,480	4,800	3,696	0	0	0	26,808	0	(26,808)
50243 Salaries - Seasonal	0	0	0	0	0	3,374	5,707	4,542	1,103	0	0	0	14,725	19,167	4,442
50250 Employer Payroll Ta	12,024	7,752	5,488	5,484	6,738	6,286	7,038	7,188	6,103	6,062	0	0	70,164	73,917	3,753
50260 Payroll Processing	602	336	326	193	328	318	542	345	338	216	0	0	3,545	3,896	351
50270 Work Apparel & Saf	79	778	166	119	0	44	136	0	144	330	0	0	1,796	5,000	3,204
50280 Service Appreciati	0	0	0	80	0	65	193	0	0	302	0	0	641	16,333	15,693
50290 Employee Settlemen	0	0	0	0	30,000	0	0	0	0	0	0	0	30,000	0	(30,000)
SUBTOTAL	125,584	106,656	101,383	100,578	146,636	116,505	127,533	124,471	105,565	105,430	0	0	1,160,340	1,186,215	25,875

Oakmont Village Association
SUPPLEMENTAL BUDGET COMPARISON REPORT
 Unaudited
 Year End December 31, 2019
 For The Period 01/01/19 To 10/31/19

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Y-T-D Budget	Variance
CUSTODIAL & MAINTENANCE															
51010 Shared Restroom M	350	350	350	350	350	350	350	350	350	350	0	0	3,500	3,500	0
51011 Custodial Supplies	1,380	2,646	1,950	2,226	1,160	1,799	3,344	4,783	2,585	2,054	0	0	23,927	22,083	(1,843)
51012 OEPC Equipment	0	0	0	0	(140)	140	175	0	0	0	0	0	175	2,917	2,742
51015 Common Area Main	1,983	177	3,523	2,040	1,515	3,831	4,164	1,389	956	5,308	0	0	24,887	20,000	(4,887)
51016 Lighting & Electrical	49	739	560	0	0	0	5,612	726	12	691	0	0	8,388	20,000	11,612
51017 Pest Control	190	310	190	310	310	840	390	390	390	75	0	0	3,395	4,167	772
51018 Floors, Upholstery &	0	0	0	950	0	0	1,216	0	3,578	0	0	0	5,744	5,000	(744)
51020-HVAC Contract - BF	0	0	0	9	0	435	0	0	435	0	0	0	878	1,667	789
51020-HVAC Contract - CA	0	0	0	9	0	435	0	0	435	0	0	0	878	1,667	789
51020-HVAC Contract - WF	0	0	0	9	0	435	0	0	435	0	0	0	878	1,667	789
51020-HVAC Contract - ER	0	0	0	9	0	435	0	0	435	0	0	0	878	1,667	789
51021-HVAC Repairs - BR	0	214	0	0	555	1,436	1,311	0	0	0	0	0	3,516	2,917	(599)
51021-HVAC Repairs - CA	0	2,339	0	0	0	0	0	1,901	1,673	0	0	0	5,913	4,583	(1,330)
51021-HVAC Repairs - WF	0	214	0	0	0	0	1,049	571	0	0	0	0	1,834	1,667	(168)
51021-HVAC Repairs - ER	0	0	0	0	0	0	0	0	0	0	0	0	0	1,667	1,667
51022 Plumbing Maintenan	0	40	0	0	4,823	45	0	1,980	0	0	0	0	6,888	4,167	(2,721)
51030 A/V Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	2,083	2,083
51040 Access Control - Ga	0	516	777	407	989	0	4,771	2,667	0	179	0	0	10,306	6,667	(3,640)
51090 Gasoline & Vehicle	218	204	189	291	357	297	565	350	230	313	0	0	3,015	4,167	1,151
SUBTOTAL	4,170	7,749	7,539	6,609	9,919	10,477	22,947	15,107	11,512	8,970	0	0	104,999	112,249	7,251
GROUNDS COMMON AREAS															
51210 Landscape Mainten	3,276	3,276	3,276	3,276	3,276	3,276	3,276	3,276	3,276	3,276	0	0	32,760	32,500	(260)
51212 Misc. Landscape &	0	0	8,095	306	365	24,720	407	47	3,800	3,495	0	0	41,235	54,167	12,932
51214 Irrigation Maintenan	0	0	2,580	0	2,625	0	1,215	0	446	0	0	0	6,866	7,500	634
51218 Tree Maintenance	0	3,500	1,540	0	0	9,225	2,575	150	7,840	21,300	0	0	46,130	41,667	(4,463)
SUBTOTAL	3,276	6,776	15,491	3,582	6,266	37,221	7,473	3,473	15,362	28,071	0	0	126,991	135,833	8,842

Oakmont Village Association
SUPPLEMENTAL BUDGET COMPARISON REPORT
 Unaudited
 Year End December 31, 2019
 For The Period 01/01/19 To 10/31/19

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Y-T-D Budget	Variance
RECREATION COMMON AREAS															
53020 Pool & Spa Supplies	669	2,078	1,481	1,637	64	2,983	1,688	1,512	1,110	4,901	0	0	18,121	17,500	(621)
53020-Misc. Pool & Spa R	0	0	661	0	0	0	0	0	0	0	0	0	661	1,667	1,005
53020-Misc. Pool & Spa R	0	1,754	1,963	0	0	0	0	0	195	684	0	0	4,597	833	(3,764)
53020-Misc. Pool & Spa R	0	0	0	0	0	0	0	0	22	0	0	0	22	833	812
53030 Pond Maintenance	540	540	540	540	680	698	758	1,824	103	550	0	0	6,773	6,667	(106)
53040 Fitness Maintenance	1,384	1,200	2,963	1,480	3,090	1,480	1,684	1,789	1,818	1,836	0	0	18,723	21,250	2,527
53042 Facility & Recreation	0	0	0	0	1,368	0	0	0	2,855	0	0	0	4,223	10,000	5,777
53045-Bottled Water - OFF	36	106	76	67	58	67	58	67	67	88	0	0	689	833	145
53045-Bottled Water - MN	111	141	101	120	92	114	144	188	129	197	0	0	1,338	833	(505)
53050 Bowling Green Maint	1,092	1,092	1,092	1,092	1,092	2,112	1,819	1,922	2,742	1,092	0	0	15,147	16,667	1,520
53060 Bocce Court Mainte	0	0	0	0	0	0	0	0	0	0	0	0	0	833	833
53070 Ball Court Maintena	0	0	0	0	0	0	0	0	0	0	0	0	0	833	833
53080 Library & Learning C	0	0	26	94	115	0	0	285	0	34	0	0	554	417	(137)
53085 Piano Maintenance	280	0	140	140	140	0	140	0	280	290	0	0	1,410	833	(577)
SUBTOTAL	4,111	6,912	9,044	5,170	6,698	7,454	6,290	7,586	9,320	9,673	0	0	72,258	80,000	7,742
COMMUNITY BUS															
53500 Community Bus Ser	4,880	4,880	4,880	4,880	4,880	4,880	12,212	5,746	5,595	5,595	0	0	58,428	50,000	(8,428)
SUBTOTAL	4,880	4,880	4,880	4,880	4,880	4,880	12,212	5,746	5,595	5,595	0	0	58,428	50,000	(8,428)
PATROL & FIRE SYSTEMS															
54010 Patrol Service	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	0	0	15,000	15,000	0
54030 Fire System Maint.	0	245	0	0	0	0	0	275	0	0	0	0	520	1,250	730
54040 Fire & Commercial	227	228	0	227	228	0	227	228	0	227	0	0	1,590	1,517	(73)
54050 Fire Extinguisher M	0	0	0	0	0	0	0	0	505	0	0	0	505	750	245
SUBTOTAL	1,727	1,973	1,500	1,727	1,728	1,500	1,727	2,003	2,005	1,727	0	0	17,615	18,517	902

Oakmont Village Association
SUPPLEMENTAL BUDGET COMPARISON REPORT
 Unaudited
 Year End December 31, 2019
 For The Period 01/01/19 To 10/31/19

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Y-T-D Budget	Variance
UTILITIES															
55010- Gas - CAC	4,153	6,853	6,225	3,522	255	2,436	159	572	572	558	0	0	25,306	33,333	8,028
55010- Gas - WRC	2,721	3,417	3,609	1,669	809	1,398	127	829	829	1,003	0	0	16,411	16,833	422
55010- Gas - ERC	54	50	56	54	30	31	1,540	446	446	1,822	0	0	4,529	22,667	18,138
55010- Gas - OFF	0	193	221	139	83	70	24	21	19	22	0	0	792	1,583	791
55012- Electricity - CAC	4,256	4,472	4,356	4,594	7,919	6,756	9,656	8,073	8,073	7,021	0	0	65,175	55,833	(9,342)
55012- Electricity - WRC	1,766	1,832	1,625	1,824	2,530	2,286	2,990	3,108	3,108	1,904	0	0	22,973	16,667	(6,307)
55012- Electricity - ERC	389	707	2,014	1,913	1,752	2,093	2,811	3,330	3,330	3,234	0	0	21,574	20,833	(741)
55012- Electricity - OFF	0	579	634	499	452	445	538	793	815	716	0	0	5,473	4,833	(639)
55012- Electricity - C/A	57	35	56	57	54	52	46	54	54	28	0	0	495	500	5
55014- Water - BRG	76	88	88	110	1,115	1,499	2,736	2,316	2,316	1,566	0	0	11,910	11,667	(244)
55014- Water - CAC	1,749	942	1,399	996	2,746	3,170	2,878	2,961	2,961	3,931	0	0	23,733	17,500	(6,233)
55014- Water - WRC	988	1,022	807	1,468	1,776	755	2,735	2,860	2,860	2,544	0	0	17,816	8,250	(9,566)
55014- Water - ERC	367	417	396	420	414	3,852	856	1,730	1,730	2,096	0	0	12,278	13,333	1,056
55014- Water - C/A	46	63	35	70	92	645	519	505	505	345	0	0	2,826	2,917	90
55016 Garbage	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	0	0	15,450	15,000	(450)
55018- Communication Line	463	463	463	234	361	492	492	493	493	493	0	0	4,445	4,750	305
55018- Communication Line	616	672	676	676	677	677	677	680	680	680	0	0	6,709	6,500	(209)
55018- Communication Line	358	358	358	269	269	365	365	366	366	366	0	0	3,440	3,167	(273)
55018- Communication Line	476	476	535	535	659	549	549	550	553	550	0	0	5,434	5,000	(434)
55018- Communication Line	830	680	755	754	398	1,110	758	758	758	474	0	0	7,276	7,917	640
55018- Communication Line	205	55	130	130	130	130	130	130	131	206	0	0	1,374	1,417	42
55018- Communication Line	86	86	86	86	86	86	86	86	86	86	0	0	856	917	60
SUBTOTAL	21,200	25,005	26,069	21,565	24,152	30,441	32,217	32,207	32,229	31,190	0	0	276,275	271,416	(4,859)
CONTINGENCY															
55099 Contingency	0	0	0	0	0	0	0	0	0	0	0	0	0	83,333	83,333
SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	83,333	83,333
TOTAL EXPENSES	199,056	198,070	212,930	201,964	257,392	257,467	284,138	216,878	236,684	240,550	0	0	2,305,129	2,408,924	103,795
NET INCOME (LOSS)	37,934	41,174	25,197	36,125	(18,860)	(14,886)	(44,098)	20,576	(2,871)	(2,816)	0	0	77,475	4	77,471

OVA FINANCIAL SUMMARY
Eleven(11) Months Ending November 30, 2019

1 YEAR-TO-DATE OPERATING FUND INCOME AND EXPENSES

Income (Net of fund trsf)	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Annual Budget</u>
Operating Revenue	\$ 2,543,146	\$ 2,582,355	\$ (39,209)	\$ 2,817,114
Miscellaneous	\$ 76,948	\$ 67,466	\$ 9,482	\$ 73,600
Total Income	<u>\$ 2,620,094</u>	<u>\$ 2,649,821</u>	<u>\$ (29,727)</u>	<u>\$ 2,890,714</u>
Expenses				
Administrative	\$ 530,428	\$ 518,498	\$ 11,930	\$ 565,635
Payroll	\$ 1,288,115	\$ 1,304,841	\$ (16,726)	\$ 1,423,458
Custodial & Maintenance	\$ 113,378	\$ 123,474	\$ (10,096)	\$ 134,700
Grounds Common Areas	\$ 140,482	\$ 149,417	\$ (8,935)	\$ 163,000
Recreation Common Areas	\$ 86,532	\$ 87,999	\$ (1,467)	\$ 96,000
Community Bus	\$ 64,023	\$ 55,000	\$ 9,023	\$ 60,000
Patrol & Fire Systems	\$ 19,342	\$ 20,368	\$ (1,026)	\$ 22,220
Utilities	\$ 300,845	\$ 298,557	\$ 2,288	\$ 325,700
Contingency	\$ -	\$ 91,667	\$ (91,667)	\$ 100,000
Total Expenses	<u>\$ 2,543,145</u>	<u>\$ 2,649,821</u>	<u>\$ (106,676)</u>	<u>\$ 2,890,713</u>
Net Income (Loss)	<u>\$ 76,949</u>	<u>\$ -</u>	<u>\$ 76,949</u>	<u>\$ 1</u>

2 YEAR-TO DATE CONTRIBUTIONS TO RESERVE FUNDS:

Asset Replacement Fund:	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Annual Total</u>
Dues	\$ 947,837	\$ 947,837	\$ -	\$ 1,034,004
OF 2018 Income Transfer	\$ 82,905		\$ 82,905	\$ -
CIF Transfer for ER Reno	\$ 875,164			
Total ARF	<u>\$ 1,905,906</u>	<u>\$ 947,837</u>	<u>\$ 82,905</u>	<u>\$ 1,034,004</u>
Capital Improvement Fund				
Dues	\$ 426,250	\$ 426,250		\$ 465,000
Loan Proceeds	\$ 1,600,000		\$ 1,600,000	
Total CIF	<u>\$ 2,026,250</u>	<u>\$ 426,250</u>	<u>\$ 1,600,000</u>	<u>\$ 465,000</u>
Total Fund Contributions	<u>\$ 3,932,156</u>	<u>\$ 1,374,087</u>	<u>\$ 1,682,905</u>	<u>\$ 1,499,004</u>

3 YEAR-TO-DATE PROJECT EXPENDITURES FROM RESERVE FUNDS:

	<u>Actual</u>	
Asset Replacement Fund	\$ 1,374,452	
Capital Improvement Fund	\$ 1,134,244	<i>includes \$97,113 debt service</i>
Total Fund Expenditures	<u>\$ 2,508,696</u>	

4 CASH & INVESTMENTS:

	<u>Ending Balance</u>
Operating Fund	\$ 457,664
Asset Replacement Fund	\$ 2,078,644
Capital Improvement Fund	\$ 994,288
Total Cash & Investments	<u>\$ 3,530,596</u>

Elke Strunka, December 17, 2019

Solar Subcommittee
Report to Long Range Planning Committee of Oakmont
December 16, 2019

Achieving Power Outage Resiliency

The Subcommittee on Solar and Resiliency has approved the following Actions to meet our goal of Achieving Power Outage Resiliency.

We recommend the Long-Range Planning Committee approve these actions and recommend their approval to the Board of Directors at its December 17 meeting.

1. Installation of canopy mounted solar panel systems at the Berger/CAC complex, East Rec, and West Rec. A proposal has been sent to 3 vendor/installers for their bids under a PPA (Power Purchase Agreement) with a financing institution. Under a PPA, Oakmont makes no upfront payment and instead the installation is owned by the financing company and Oakmont makes a regular payment to the financing company which is *equal to or less than* it would have paid the utilities for the energy. This structure is needed because the financing company can capture and utilize substantial benefits (depreciation, tax credits) that are not available to Oakmont because we are a non-profit. These proposals include the installation of 3 credit-card enabled electric vehicle charging stations at each location.

2. Purchase and installation of a dual-fuel generator at the Berger/CAC complex with necessary automatic electrical switching to include the OVA offices. This generator is in the 2020 capital budget approved by the Budget Committee. This can be installed in time for the 2020 fire season and will ensure that we are able to keep Berger, the CAC, the Maintenance Office, the OVA offices, and the electric vehicle charging stations open in the event of future PG&E PSPS events. Details of this generator will be supplied at a future date by the Building Construction Committee.

While we need approval of both actions at this time, the Long-Range Planning Committee should be aware that the Subcommittee is still seeking outside funding for the generator and for a generator at the East Rec Center.

We continue to seek funding for solar batteries for these facilities. If we are able to obtain that funding we would then be able to complete the first phase of our micro-grid project. Even if financing is found, batteries would be unlikely to be installed and online before the 2020 fire season.

Executive Session Legal Matters Resolution
Litigation vs. Legal
What May be Discussed In ES

December 17, 2019

Person Submitting: Steve Spanier

Date Submitted: December 11, 2019

Resolution Content:

This item was tabled from the November 19, 2019 Board Meeting

Whereas, there was discussion about what legal matters are legitimate topics for discussion in Executive Session: CC 4935(a) states “The board may adjourn to, or meet solely in, executive session to consider litigation, matters relating to the formation of contracts with third parties, member discipline, personnel matters, or to meet with a member, upon the member’s request, regarding the member’s payment of assessments, as specified in [Section 5665](#). [Old: [Civ. Code §1363.05\(b\)](#)], and

Whereas, Merriam-Webster’s Dictionary defines *consider* as “to think about something or someone carefully especially in order to make a choice or decision.” Black’s Law Dictionary defines *litigation* as “A lawsuit. Legal action, including all proceedings.”, and

Whereas, according to the “Executive Session – Litigation” page on the davis-stirling.com website, “Based on these definitions both threatened and pending litigation fall under the executive session privilege.” The same web page also says, under the heading “Legal Advice”: “Non-litigation matters, such as legal opinions related insurance, personnel, maintenance, easements, recalls, etc. would also be appropriate topics for executive session.”, and

Whereas, assuming the statement above is not to be taken at face value, and to summarize, the following may be considered in Executive Session: both pending and threatened litigation matters, including legal proceedings, as well as legal opinions, and

Whereas, the board made the following resolution (below-**bold**), but the item was tabled until the next board meeting (12/17/19) pending discussion with OVA’s legal counsel - “**Legal items authorized for discussion and/or decision in Executive Session include both pending and threatened litigation matters, including legal proceedings, as well as legal opinions**”, and

Kevin Hubred, OVA GM, obtained a legal opinion from Nathan McGuire, Adams-Stirling. regarding the resolution who agreed with President Spanier's interpretation, be it resolved:

RESOLVED: That the legal items authorized for discussion and/or decision in Executive Session include both pending and threatened litigation matters, including legal proceedings, as well as legal opinions.

Documents Attached: Correspondence to and From Nathan McGuire, Adams-Stirling and OVA GM, Kevin Hubred; Other correspondence concerning legal resolution

Kevin

From: Nathan McGuire
Sent: Friday, December 6, 2019 2:28 PM
To: Kevin
Subject: RE: Legal Matters for

Kevin,

Yes, I agree. That is the correct analysis. As stated on my website (<https://www.davis-stirling.com/HOME/Executive-Session-Litigation>):

- Non-litigation matters, such as legal opinions related insurance, personnel, maintenance, easements, recalls, etc. would also be appropriate topics for executive session. Whenever the association's attorney is giving legal advice to the board, it is protected under Evidence Code §§950-962.
- Meeting in executive session preserves attorney-client privilege as well as confidentiality of litigation strategy and settlement strategies for threatened and pending litigation. Also see exclusion of adversarial director from executive session.
- The association's attorney does not need to be present for the board to meet and discuss legal issues.

This issue recently came up in the context of discussion of potential legislation to preclude the argument that non-litigation legal options aren't appropriately discussed in executive session. One attorney in the room had an adverse ruling in a lower court that decided an association acted improperly by discussing a legal opinion in executive session, but the overwhelming sentiment in the room was that it isn't a problem in need of a solution. That said, because the law doesn't spell it out in a linear fashion, and because there are no appellate cases directly addressing the issue, it's possible to get a bad result, especially at a lower court. That said, I think the Resolution reflects the correct (and as a practical matter the best) approach, with fairly minimal risk of a successful challenge.



Nathan McGuire, Esq. | Managing Partner, Northern California Offices

Kevin

From: Kevin
Sent: Wednesday, December 4, 2019 11:43 AM
To: Nathan McGuire
Cc: Kevin
Subject: Legal Matters for
Attachments: 10A Legal Matters for Discussion in ES (1).docx; 10A ES Legal Matters Resolution.pdf

Nathan

Please see the attached. This item was on the 11-19-19 agenda but was tabled until the 12-17-19 board meeting pending your analysis of the resolution. Do you agree with Steve's interpretation? Is there anything you'd like to add or change to his resolution? We'd like your opinion.

Thanks!

Kevin D. Hubred - AMS, CCAM, PCAM
General Manager
Oakmont Village Association – A “Firewise USA Community”
6637 Oakmont Drive, Suite A
Santa Rosa, CA 95409

(707) 539-1611
kevin@oakmontvillage.com
www.oakmontvillage.com

Litigation vs. Legal:

What May be Discussed In ES

19.10.15

Whereas, there was discussion about what legal matters are legitimate topics for discussion in Executive Session, and

Whereas, there was discussion about what legal matters are legitimate topics for discussion in Executive Session. Some research reveals the following.

CC 4935(a) states “The board may adjourn to, or meet solely in, executive session to consider litigation, matters relating to the formation of contracts with third parties, member discipline, personnel matters, or to meet with a member, upon the member’s request, regarding the member’s payment of assessments, as specified in [Section 5665](#). [Old: [Civ. Code §1363.05\(b\)](#)]

Merriam-Webster’s Dictionary defines *consider* as “to think about something or someone carefully especially in order to make a choice or decision.” Black’s Law Dictionary defines *litigation* as “A lawsuit. Legal action, including all proceedings.”

According to the “Executive Session – Litigation” page on the davis-stirling.com website, “Based on these definitions both threatened and pending litigation fall under the executive session privilege.” The same web page also says, under the heading “Legal Advice”: “Non-litigation matters, such as legal opinions related insurance, personnel, maintenance, easements, recalls, etc. would also be appropriate topics for executive session.” This is an interesting statement and, in my opinion, clouds the matter unnecessarily. Without the qualifiers (“such as ...”), this statement seems to say that non-litigation matters would be appropriate topics for executive session, which is clearly not the case.

Assuming the statement above is not to be taken at face value, and to summarize, **the following may be considered in Executive Session: both pending and threatened litigation matters, including legal proceedings, as well as legal opinions.** By my reading, nothing else qualifies for consideration in Executive Session.

Election Rules Revision Resolution

December 17, 2019

Person Submitting: Kevin Hubred

Date Submitted: December 13, 2019

Resolution Content:

Whereas, Senate Bill (SB) 323 was approved in October and will become effective January 1, 2020, and

Whereas, SB 323 will cause major changes in the way the HOA's in the state of California elect directors, require qualification for directors, appoint Inspector of Elections, provide notice of annual meetings and election of directors, etc., and

Whereas, management contacted the association's attorney, Nathan McGuire with Adams Stirling, to revise the current OVA Election Rules to be commensurate with SB 323, which was discussed and approved in concept at the November 19, 2019 Board meeting with the following resolution:

“General Manager, Kevin Hubred, summarized SB323 regarding the Election Rules Revision. It was established that the Election Rules red-line version would be posted on the Berger bulletin board immediately to satisfy the posting notice requirements with approval to follow at the December 17, 2019 Board meeting in preparation for our 2020 Director Election” and

Whereas, the new election rules were also included in the December 1, 2019 edition of the Oakmont News that is disseminated to all residents and on-site members of the association to allow for review prior to the December 17, 2019 board meeting where the Board is expected to approve the revised election rules to become effective immediately, be it resolved:

RESOLVED: That the Board approves the new election rules presented at the November 19, 2019 board meeting as amended for legal purposes to bring them into compliance with SB 323 (pursuant to Civil Code 4355) to become effective immediately.

Fiscal Impact: None

Documents Attached: Current redlined rules and proposed election rules non-redlined and homeowner comments received via email.

OAKMONT VILLAGE ASSOCIATION

Election and Voting Rules

~~(Adopted February 28, 2018)~~

(Amended December 17, 2019)

These Election and Voting Rules ("Election Rules") have been adopted by the Board of Directors of Oakmont Village Association, in accordance with applicable statutory requirements. These Election Rules are intended to comply with Sections 5100 through 5145 of the California Civil Code, as well as any successor statutes thereto, and the Association's Governing Documents.

I. Definitions

Whenever used in these Election Rules, the following capitalized terms shall have the following meanings:

A. The term "Association" shall mean the Oakmont Village Association.

~~B. The term "Batch" shall mean a group of 25 ballots.~~

~~C. B. The term "Board" or "Board of Directors" shall mean the board of directors of the Association.~~

~~D. C. The term "Bylaws" shall mean the bylaws of the Association.~~

~~E. D. The term "Candidate" shall mean a candidate for election to the Association's Board of Directors, including both incumbents and non-incumbents.~~

E. The term "Davis-Stirling Act" means and refers to the Davis-Stirling Common Interest Development Act which is the portion of the California Civil Code beginning with Section 4000 that governs common interest developments.

F. The term "Director" shall mean a person who serves on the Board of Directors.

G. The term "Governing Documents" shall mean the governing documents of the Association, including, without limitation, (1) the Bylaws, (2) any protective restrictions, covenants and conditions applicable within the Association and (3) any rules, regulations and policies adopted by the Board from time to time that apply generally to the conduct of the business and affairs of the Association which constitute "operating rules" as described in Section 4340 of the California Civil Code.

H. The term "Inspector" or "Inspector of Election" shall mean an independent third party acting as the inspector of election in any Association election conducted by Secret Ballot.

I. The term "Member" shall mean a member of the Association.

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J. The term **“Secret Ballot”** shall mean a ballot used in (1) an Association election which is subject to the secret ballot voting requirements of the California Civil Code or (2) an election on any topic that is expressly identified in the Governing Documents as required to be held by secret ballot, if any.

K. The term **“Separate Interest”** means a separate interest as defined in Civil Code Section 4185

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II. Equal Access

- A. If any Candidate or Member advocating a point of view is provided access to Association media, newsletters, or Internet Web sites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all Candidates and Members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from communications by a Candidate or a Member, but the Association may include a statement specifying that the Candidate or Member, and not the Association, is responsible for that content; the Association shall not be responsible for the content of Candidate or Member communications, regardless of whether such a statement is included.
- B. Access to common area meeting space shall be made available during a campaign, at no cost, to all Candidates, including those who are not incumbents, and to all Members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election. Such access, as may be applicable, shall be made available upon the request of a Candidate or Member, and shall be scheduled at a reasonable time(s) by the Board.

III. Qualifications for Candidates

- ~~A. A Member shall not qualify as a Candidate if (1) previously convicted of a felony or (2) declared of unsound mind by a final court order.~~
- ~~B. To be eligible to serve on the Board, a Candidate must (1) be a Member of the Association; (2) be in good standing, and (3) not have served as an elected director for two (2) consecutive terms (immediately prior), in accordance with the qualifications for Directors set forth in the Bylaws (Article V, Sections 5.2 and 5.3.2).~~

III. Directors

- ~~A. Number and Term of Directors. The Board will consist of seven (7) Directors. The term of each Director is two (2) years or until a qualified successor is elected to fill his/her seat. Four (4) Directors are to be elected in odd-numbered years and three (3) Directors are to be elected in even-numbered years. Any vacancies previously filled by the Board pursuant to Section 5.5 of the Bylaws shall also be subject to election at the next annual meeting following the appointment, pursuant to Section 5.5. of the Bylaws. Candidates elected to those positions previously filled pursuant to Section 5.5. of the Bylaws shall serve out the remainder of such position’s original term, with the~~

elected person(s) with the fewest votes elected to the positions with the lesser term remaining.

- B. Term Limits. Directors serving two (2) consecutive elected terms are not eligible to serve on the Board for a period of one (1) year. In any election where the number of candidates is less than or equal to the number of open seats, term limitations are suspended. Time spent by a director filling a vacancy pursuant to Section 5.5 of the Bylaws is excluded in determining a director's term limit eligibility.
- C. Candidate and Director Qualifications. Members must meet the qualifications in the subsections hereafter to be eligible for nomination as a candidate for, or to serve as a Director. The determination of whether any of these qualifications are met and, if not, whether a nominee or Director must be disqualified from running for office or serving on the Board, must be made at a properly noticed disciplinary hearing conducted at an executive session Board meeting.
1. *Candidates Must be a Member for One Year.* To be eligible for nomination, a person must be a Member of the Association for at least one year from the date of nomination. See CC§§ 5100(g)(3)(A) and (B), and 5105(a). Then the issue becomes how you define "Member," which may be done at a later point in these proposed rules (see section V, below).
 2. *Member in Good Standing.* To be eligible for nomination and/or to serve on the Board, the Member must not be delinquent by more than sixty (60) days in the payment of any regular or special assessment, except a person may not be disqualified from nomination:
 - a. For nonpayment of fines, fines characterized as assessments, collection charges, late charges or costs levied by a third party.
 - b. Because the person has paid the regular or special assessment under protest.
 - c. If the person has entered into a payment plan with the Association pursuant to Civil Code §5665 and is fulfilling the terms of the payment plan.
 3. *Co-Owners Eligible for Only One Position.* A candidate shall be disqualified if the person, if elected, would be serving on the board at the same time as another person who holds a joint ownership interest in the same Separate Interest parcel as the person and the other person is either properly nominated for the current election or an incumbent director.
 4. *Criminal Conviction.* A person who would, if the person is elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code Section 5806, or any successor statute, or which conviction would cause such coverage to be terminated, is ineligible for nomination to the Board. Each nominee, at the time of nomination, shall disclose the existence of any past criminal conviction and the details thereof, with sufficient detail of the circumstances to allow the Association and its

insurance carrier to determine whether the criminal conviction will prevent the Association from purchasing the required fidelity bond coverage.

5. Internal Dispute Resolution. Before any candidate for nomination or serving Director may be disqualified, the person or impersonal entity must be provided the opportunity to engage in internal dispute resolution as provided in the Davis Stirling Act.

IV. Procedures for Nomination of Candidates

1. Pursuant to Section 5.4 of the Bylaws, a Nominating Committee (the "Committee") shall be appointed by the Board annually, on or before December 1st of each year. The Committee shall consist of five (5) Members from the membership at large, one of whom shall be designated as Chair of the Committee, pursuant to the Bylaws (Article V, Section 5.4). The Committee shall perform the duties described in the following procedures for the nomination of Candidates, as well as any other duties properly delegated by the Board; provided, however, that the powers of the Committee shall not in any way limit or prevent the Members' right to make nominations in the manners described in Subsections E, F and G of this Article IV.
2. The Association, through the Committee, shall distribute to all Members a notice seeking Candidates for the Board (the "Candidacy Notice") at least ninety (90) days prior to the date of each annual meeting of Members at which Directors will be elected, and the Committee shall have the right to set a deadline for return of such Candidacy Notices in its discretion. The Candidacy Notice shall provide a space for any Member interested in being a Candidate to indicate his or her name, separate interest address within the Association's development, mailing address (if different), other contact information and signature, and include a deadline for return of the completed Candidacy Notice to the Association. Any Member submitting a completed Candidacy Notice will be required to certify on the Candidacy Notice that he/she (1) has not been convicted of a felony, (2) has not been declared of unsound mind by a final court order and (3) meets the qualifications for Candidates and Directors set forth in the Governing Documents. Any Member submitting an incomplete Candidacy Notice or failing to submit a completed Candidacy Notice by February 1st shall not have his or her name included in the Secret Ballot or other voting materials for that election.
3. Pursuant to Section 5.4.1 of the Bylaws, no later than February 1st of each year, the Committee shall present the Board, for publication, a slate of no less than two (2) more Candidates than the number of Director positions open and to be elected at the upcoming annual election. Neither the foregoing requirement nor the provisions applicable to the Committee in these Election Rules shall limit the Association's ability to develop additional protocols or requirements to be complied with and/or utilized by the Committee.
4. The Candidacy Notice shall include a space for each Candidate to submit a written statement (the "Candidacy Statement") reasonably related to the election, including advocating a point of view; the length of the Candidacy Statement shall be limited to three hundred (300) words or fewer pursuant to Article V, Section 5.4.5 of the Bylaws. A Candidacy Statement shall be included with the Association's mailing of the voting

materials for the election if the Candidacy Statement is provided to the Association with a completed Candidacy Notice by the stated deadline.

A. Nomination Procedures and Notice. The Association shall by written notice to all Members, solicit nominees for election as a director. The solicitation shall provide general notice of the procedure and deadline for submitting a nomination. The deadline for submitting nominations shall be at least thirty (30) days after giving notice. Delivery of the solicitation shall be given by individual notice, pursuant to Civil Code Section 4040, if individual notice is requested by a Member before the solicitation is given. Nominees must be listed as Candidates on the ballot provided their nomination is made prior to the deadline for submitting nominations and they are not otherwise disqualified.

B. Self-Nomination. Any qualified person may nominate himself or herself for election to the Board of Directors by submitting to the Association a written statement signed and dated by the person nominating himself or herself. The Association must set a cut-off date for the receipt of self-nomination statements, which date must be publicized in advance to the Members.

C. Nominating Committee. As provided for in the Bylaws, a nominating committee may, but is not required to be, appointed each year by the Board to solicit Candidates to run for the Board and notify them of (i) the date for the close of candidate applications, (ii) the date for election of Directors, either at an annual meeting or by ballot without a meeting, (iii) and the qualifications to serve on the Board. Pursuant to Section 5105(a) of the Davis Stirling Act, the nominating committee may not preclude qualified Members from nominating themselves.

E.D. Write-Ins or Floor Nominations. If a fully completed Candidacy Notice is not timely received by the Association, a Member may nominate himself or herself, or may be nominated by another Member, from the floor at the annual meeting at which the election will be held, pursuant to the Bylaws (Article V, Section 5.44). A Member who desires to vote for any Candidate nominated from the floor may complete and vote a Secret Ballot at the annual meeting if the Member has not previously submitted a Secret Ballot for that election. A Member nominated from the floor must accept the nomination in order to be a valid Candidate and/or seated on the Board. ~~Further, such Candidate shall be required to certify that he/she (1) has not been convicted of a felony, (2) has not been declared of unsound mind by a final order of court and (3) meets the qualifications for Candidates and Directors set forth in the Governing Documents and these Election Rules-- and must be qualified prior to being seated.~~

~~6. If a fully completed Candidacy Notice is not timely received by the Association in accordance with the deadline set forth for the Candidacy Notice by the Committee, a Candidate may also:~~

- ~~1. Nominate him or herself, or may be nominated by another Member, as a write-in Candidate. A Member who desires to nominate any Member as a Candidate may write in such Member's name on the Secret Ballot for that election, and such action shall constitute a nomination of such Member as a Candidate. A Member nominated by write-~~

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~~in on a Secret Ballot must accept the nomination in order to be a valid Candidate and/or seated on the Board. Further, such Candidate shall be required to certify that he/she (1) has not been convicted of a felony, (2) has not been declared of unsound mind by a final order of court and (3) meets the qualifications for Candidates and Directors set forth in the Governing Documents. In order to provide the Committee an opportunity to comply with the requirements of Subsection (c) of this Article IV, any self nomination by a Member must be received by the Nominating Committee no later than January 15th in order to be properly validated as a qualified Candidate and included in the slate of nominees to be provided by the Committee to the Board.~~

~~2. Without limiting the foregoing requirements of this Article IV, and pursuant to Section 5.4.3 of the Association's Bylaws, Members representing no less than two percent (2%) of the total voting power of the Association may nominate candidates for election as Directors by a written petition, signed by such Members and delivered to a Director of the Association not later than February 15th (the date of March 1st in the Bylaws is inconsistent with the requirement that ballots be mailed to owners at least thirty (30) days prior to the tabulation of the ballots).~~

~~7. The general duties of the Committee shall include, without limitation, the following:~~

~~1. Overseeing the preparation and distribution of the Candidacy Notice to all Members.~~

~~2. Receiving and validating completed Candidacy Notices and/or self nominations from Members and placing qualified Candidates in nomination for election to the Board.~~

~~3. Nominating any number of other Candidates for election to the Board of Directors as the Committee shall in its discretion determine, the total of all nominations being not less than two more candidates in excess of the number of vacancies that are to be filled; provided, however, that nothing contained in this provision or in any other provision of these Election Rules shall prevent or limit a Member's right to self nominate himself or herself, or nominate another Member by writing in such Member's name on a Secret Ballot notwithstanding any nominations made by the Committee. If a person self nominates, they must fill out the nomination forms and deliver them to the Nominating Committee so that their names can be placed on the ballot. A Member nominated by the Committee must accept the nomination in order to be a valid Candidate and/or seated on the Board.~~

~~8. In the event the date of the annual meeting of Members is altered or modified by the Board for any reason, the foregoing timelines and procedures set forth in this Article IV may be modified accordingly to be consistent with the requirements of the Bylaws and other requirements of these Election Rules.~~

E. Candidate Statements. The Candidate solicitation shall provide the opportunity for each Candidate to submit a written statement (the "Candidacy Statement") reasonably related to the election, including advocating a point of view; the length of the Candidacy Statement shall be limited to three hundred (300) words or fewer pursuant to Article V, Section 5.4.5 of the Bylaws. A Candidacy Statement shall be included with the Association's mailing of the voting materials for the election if provided to the Association by the stated deadline.

V. Qualifications for Voting

A. Record dates for determining Members entitled to receive notice of a meeting, and for determining Members entitled to vote at a meeting, shall be established in accordance with the Bylaws (Article III, Section 3.2.1) and Section 7611 of the California Corporations Code. The Board shall have the sole discretion in determining the record dates described in this paragraph.

B. Each Separate Interest is entitled to one vote on all matters presented to the Members for a vote, regardless of any lack of standing or suspension of membership rights of any Members whose membership in the Association arises from that Separate Interest.

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C. Members of the Association shall consist of the following:

1. All natural persons who hold legal title to a Separate Interest within Oakmont Village.

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2. Reside in a Separate Interest pursuant to that residents' bona fide estate plan (including trusts, life estates, etc.), but does not hold legal title to that Interest.

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3. In instances other than (2) above, if title to a Separate Interest is held by a legal entity that is not a natural person, the governing authority of that legal entity may appoint a natural person to be the designated Member.

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4. Is a lessee under a lease entitling possession of an apartment unit in Oakmont Gardens.

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~~2. Members who are in good standing may vote in all Association elections. A Member is in "good standing" for voting purposes unless his or her voting rights have been suspended. A Member's voting rights may be suspended after proper notice and an opportunity to be heard before the Board of Directors, in accordance with the Bylaws (Article II, Section 2.8) and any Governing Documents applicable to the Association.~~

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VI. Voting Power of Each Member

~~1-A.~~ Members shall have one (1) vote per ~~separate interest~~ Separate Interest owned, pursuant to the Bylaws (Article IV, Section 4.1). Pursuant to Article IV, Section 4.1 of the Bylaws, the following reflects the voting power in the Association:

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- 1. There shall be one (1) vote for each residential unit owned within the Association.
- 2. There shall be one (1) vote for each residential unit where the purchaser is entitled to possession under a contract to purchase; provided, however, that in such instance, the record holder of legal title shall not be entitled to vote.

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3. There shall be one (1) vote for each leased apartment within Oakmont Gardens.

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~~2-B.~~ Cumulative voting shall not be allowed in any election of Directors.

~~3-C.~~ No fractional votes are allowed in the election of Directors, or otherwise.

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D. The Association cannot deny a ballot to a person with general power of attorney for a Member. The ballot of a person with a general power of attorney must be counted if timely returned.

VII. Proxies

~~4.A.~~ Any Member entitled to vote may do so by proxy, in accordance with the Bylaws (Article IV, Section 4.3).

~~2.B.~~ A **“proxy”** means a written authorization signed by a Member or the authorized representative of the Member that gives another Member or Members the power to vote on behalf of that Member. For purposes of this *definition*, **“signed”** means the placing of the Member’s name on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the Member or authorized representative of the Member.

~~3.C.~~ Proxies shall not be construed or used in lieu of a ballot (whether a Secret Ballot or other written ballot).

~~4.D.~~ The use of proxies shall Proxies must meet the all requirements of the Governing Documents, Section 7613 Chapter 4 of Article 2 of the California Corporations Code other provisions of applicable California law and the Association’s governing documents.

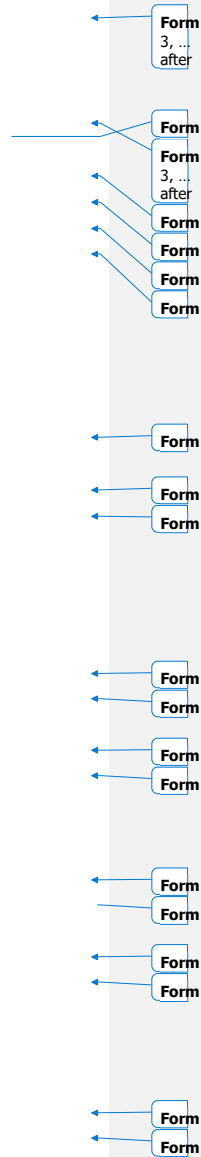
~~6.E.~~ Any instruction given *in* a proxy that directs the manner in which the proxy holder is to cast the vote must be set forth on a separate page of the proxy that can be detached and retained by the proxy holder. Neither the Association nor the Inspector will be responsible for ensuring that the proxy holder votes in accordance with the Member’s instructions.

~~7.F.~~ A proxy may be revoked by a Member prior to the receipt of a Secret Ballot by the Inspector (or receipt of other written ballot by the Association), as described in Section 7613 of the California Corporations Code. A Member’s attendance at the meeting at which the proxy holder casts, or intends to cast, the Member’s vote does not automatically revoke the proxy.

VIII. Inspector of Election and Voting Procedure

A. At an open session Board meeting prior to the date Secret Ballots for an election are to be distributed to the Members, the Board shall select an independent third party or parties as an Inspector or Inspectors for any election by Secret Ballot; the number of Inspectors shall be one (1) or three (3).

B. The Board may, ~~but shall not be required to, submit the selection of the~~ select as Inspector or Inspectors to a vote of the Members. If the Board fails to appoint an Inspector, then, upon demand by the Members, the Board shall submit to the



~~Members for vote the name of one or more proposed independent third party to act as an Inspector.~~

~~C.B. For purposes of these (s) of Election Rules, an independent third party includes, but is not limited to, a volunteer poll worker with the County registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may not be a Director, a Candidate, or be related to a Director or to a Candidate by blood, marriage, adoption, or domestic partnership. An independent third party may not be a, any person, business or entity; or subdivision of a business entity who is not currently employed or under contract to the Association for any compensable services, unless expressly authorized by these other than to serve as Election Rules. Inspector. Eligible Inspectors include, but are not limited to:~~

~~D. The Association's auditor/accountant is expressly authorized by these Election Rules to act as the Inspector or Inspectors and may be appointed by the Board accordingly.~~

- ~~1. Poll Workers. A volunteer poll worker with the County Registrar of Voters;~~
- ~~2. Accountants. A licensee of the California Board of Accountancy, not under contract to the Association;~~
- ~~3. Notary Public. A notary public commissioned by the California Secretary of State.~~
- ~~4. Association Members. Members of the Association, but not: (i) members of the Board, (ii) candidates for the Board, (iii) persons related to a member of the Board, or (iv) persons related to a candidate for the Board;~~
- ~~5. Professional Inspectors. Third party persons or entities who provide professional election services who contract to the Association solely to serve as an Inspector of Election.~~

~~E.C. The Inspector or Inspectors shall do all of the following:~~

- ~~1. The Inspector shall specify to the Association where the sealed Secret Ballots are to be mailed or hand-delivered, in order that the Association can properly pre-address the ballot voting materials mailed out to Members.~~
- ~~2. Determine the number of memberships entitled to vote and the voting power of each.~~
- ~~2.3. The Election Inspector or the Inspector's designee shall deliver, or cause to be delivered, at least 30 days before an election, to each Separate Interest both of the ballot and a copy of these election and voting rules. Delivery of the election operating rules may be accomplished by either (1) posting the election operating rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here," or (2) individual delivery.~~
- ~~3.4. Determine the authenticity, validity, and effect of proxies, if any.~~
- ~~5. Receive Secret Ballots and determine the validity of those Secret Ballots and their compliance with the Secret Ballot requirements of these Election Rules and the Governing Documents.~~

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4.6. Except for the meeting to count the votes required above, an election may be conducted entirely by mail. Each ballot received by an Inspector(s) of Election within a properly completed outer envelope from a Member is deemed as a Member present at a meeting for purposes of establishing a quorum.

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7. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.

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6.8. Once a Secret Ballot is received by the Inspector, it shall be irrevocable. If more than one valid Secret Ballot is received for any Member's separate interest, the first Secret Ballot received shall be the one counted; if it cannot be determined which Secret Ballot was the first received, the Secret Ballots will not be counted, except for the purpose of establishing a quorum.

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7.9. All votes shall be counted and tabulated by the Inspector or the Inspector's designee in public at a properly noticed open meeting of the Board or Members. Any Candidate or other Member of the Association may witness the counting and tabulation of the votes. Candidates and Members may witness, but not interfere with, the counting and tabulation of the votes from at least two (2) feet away from the Inspector(s) and his/her/their assistants. No person, including a Member of the Association or an employee of the Association's management company, shall open or otherwise review any Secret Ballot prior to the time and place at which the Secret Ballots are counted and tabulated; provided, however, that the Inspector, or the Inspector's designee, may verify the Member's information and signature on the outer envelope prior to the meeting at which Secret Ballots are tabulated.

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10. K. All secret ballots must be legible and clearly marked. If a Secret Ballot is marked to cast more votes than the maximum number of votes allowed for an election, the Secret Ballot will be used for quorum purposes only and shall not count towards the vote.

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8.11. Determine when the polls shall close, consistent with the Governing Documents.

9.12. Determine the tabulated results of the election.

10.13. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with provisions of the law.

11.14. The inspector is responsible for collecting and storing all ballots in a secure manner. Form that allows only the inspector or his/her designees access to the ballots. The sealed Secret Ballots at all times shall be in the custody of the Inspector at a location designated by him/her/they until tabulation of the vote is

finalized, and until the time allowed by the California Civil Code for challenging the election has expired, at which time custody may be transferred to the Association.

~~F.D.~~ An Inspector shall perform all duties impartially, in good faith, to the best of the Inspector's ability, and as expeditiously as is practical.

~~G.E.~~ The Inspector or Inspectors may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector or Inspectors deem appropriate, provided that such persons are independent third parties.

~~I.G.~~ If there are three (3) Inspectors, the decision or act of a majority of the Inspectors shall be effective in all respects as the decision or act of all. Any report made by the Inspector or Inspectors is prima facie evidence of the facts stated in the report.

~~J.H.~~ The Board may, at its discretion, pay compensation to the Inspector.

~~L.~~ Prior to the election, the Association shall provide the Inspector with a current list of all Members and a list of those Members whose voting rights have been duly suspended. The Inspector shall take appropriate steps, including making notations or otherwise by marking the membership list and/or sealed Secret Ballot envelopes, to prevent Members not in good standing from voting.

~~L.I.~~ If any election meeting is adjourned due to lack of a quorum, the Inspector shall retain custody of such secret ballots and bring them to the adjourned meeting; new Secret ballots shall not be required from any Member who has cast a valid Secret Ballot vote in accordance with these Election Rules.

~~M.J.~~ The Inspector may request that the meeting be recessed to allow the Inspector to complete the counting and tabulation of the Secret Ballots to another time, provided that such counting and tabulation of Secret Ballots at all times be in accordance with these Election Rules. Notice of the recessed meeting shall be given to all Members at the meeting where the counting and tabulation occurs and shall identify the location, date and time when the counting and tabulation will resume. The Inspector will continue to maintain custody of all Secret Ballots until the counting and tabulation is complete.

~~K.~~ The Board has the power to remove any Inspector who ceases to meet the required qualifications, are unable or unwilling to perform their duties, or for any other good reason, and to appoint one or more replacement Inspectors.

IX. ~~Procedures for~~ Elections by Secret Ballot

~~I.A.~~ The Association shall utilize a Secret Ballot process for elections regarding any of the following matters:

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1. Assessments requiring a vote of the Members.
2. Election or removal of Directors.
3. Amendments to the Governing Documents.
4. The grant of exclusive use of the common area.
5. An election on any other topic that is expressly identified in the Governing Documents or the California Civil Code as required to be held by Secret Ballot.

~~2.B. Secret Ballots and two (2) pre-addressed envelopes with instructions on how to return the Secret Ballots shall be mailed by first class mail or otherwise delivered by the Association to every Member not less than thirty (30) days prior to the deadline for voting. The deadline for voting and the times at which the polls will open and close shall be noticed with the Secret Ballot.~~

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~~3.C.~~ In order to preserve confidentiality, a voter may not be identified by name, address, Form or separate interest on the Secret Ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of vote by Secret Ballots, including all of the following:

1. The Secret Ballot itself is not signed by the voter, but is inserted into the inner envelope provided, which is then sealed. This inner envelope is then inserted into a second ("outer") envelope that is then sealed. In the upper left-hand corner of the outer envelope shall be the preprinted voter's name and address of the separate interest that entitles the voter to vote. The voter shall then sign the voter's name in the space provided adjacent to his/her printed name.
2. The outer envelope shall be postage-paid and addressed to the location selected by the Inspector or Inspectors to receive the ballots. Ballots may be mailed or hand delivered to the Inspector's address. The Member may request a receipt for delivery. (Because the outer envelope is postage-paid and preaddressed to the location selected by the Inspector, no ballot box on the Association premises is necessary.)

~~4.D. A quorum shall be required as stated in the Governing Documents or as may be required by law. If a quorum is required, e~~ Each Secret Ballot received by the Inspector shall be treated as a Member present at a meeting for purposes of establishing a quorum for all elections in which a quorum is required by the Association's governing documents or applicable law. ~~Except for votes or elections which may be subject to specific quorum requirements pursuant to the Governing Documents or applicable law, the quorum requirement to be used in Association elections shall be twenty five percent (25%) of the voting power, as described in Article III, Section 3.5 of the Bylaws.~~

~~5.E.~~ In an election to approve an amendment of the Governing Documents, the text of **Form** the proposed amendment shall be delivered to the Members with the Secret Ballot.

~~F.~~ A Member who owns multiple separate interests must submit separate sealed Secret **Form** Ballots for each separate interest owned. **Form**

X. Registration of Members in Person

- A. A Member who chooses to vote in person at a meeting of the Members or Board must present himself or herself at the registration table area at the meeting to submit his or her ballot. **Form**
- B. If a Member has lost or misplaced his or her voting materials, the Member can request replacement voting materials at the registration table area at the meeting of the Members or Board. For elections by Secret Ballot, the Inspector or the Inspector's designee may request photo identification from the Member to confirm the Member's identity. **Form**
- C. When voting in person at a Member or Board meeting, in order for a Member's vote to count, the Member must comply with all of the procedures and requirements contained in these Election Rules. **Form**

XI. Preparing for Counting the Votes

- ~~1. The Association shall, under the guidance of the Inspector, prepare and deliver to the Inspector the required Batch Identification Envelopes, Count Sheets and Tabulation Envelopes.~~
- ~~2. The Association shall designate a room for counting ballots. The number of tables and arrangement of the room shall be determined by the Inspector. Each table shall be identified with its own number and shall have the following supplies:
 - ~~1. four chairs~~
 - ~~2. two pencils~~
 - ~~3. two calculators~~
 - ~~4. one box for the counted ballots~~~~
- ~~3. The Inspector shall arrive with ballots sealed in their outer envelopes and separated into two groups: those that the Inspector has determined to be "valid", which shall have been clearly marked with the Inspector's designation for valid ballots, and those that the Inspector has determined to be "challenged", which shall have been clearly marked with the Inspector's designation for Challenged ballots. The Inspector shall inform the observers as to their rights and responsibilities and shall inform the Counting Volunteers as to their procedures and duties.~~
- ~~4. The Inspector shall open the Outer Envelopes, remove the Inner Envelopes, open the Inner Envelopes and remove the ballots in any order of the Inspector's choosing. The Inspector~~

shall ensure that all envelopes have been emptied of their contents. The ballots shall be combined into Batches of 25 in preparation for delivery to Count Tables.

5. The Inspector (or the Inspector's designee) shall randomly select 4 volunteer vote counters to comprise a "Count Team" for each table. Each member of the Count Team shall have a designated task. Each Count Team shall have:

- ▲ One (1) vote Reader
- ▲ One (1) vote Verifier, and
- ▲ Two (2) vote Tabulators

XII. Counting the Votes

1. The Inspector shall deliver Batches to each Count Table.
2. The Reader shall pick up one ballot at a time and read the name of each of the candidates who received a vote on that ballot in a manner such that Team Tabulators will be able to accurately record each vote, and then hand the ballot to the Verifier.
3. The Verifier shall check the ballot being read and confirm that the Reader has read it correctly. After the ballot has been read, the Verifier shall place it face down on the table.
4. The two tabulators shall each record in the first row of their own count sheet, votes for each candidate as read by the Reader and checked by the Verifier. When each Batch has been read in this manner, the Verifier shall insert it into a Batch Identification envelope marked with the table number and Batch number.
5. After four Batches have been completed, the Verifier shall place them in the Tabulation Envelope and mark it with the table # and vote count of the four envelopes it contains. The Tabulators shall then start a new count sheet.
6. The Inspector shall pick up the Tabulation Envelope and deliver One (1) or more Batches of ballots and their Batch Identification Envelopes, together with two (2) new Tally Sheets and a new Tabulation Envelope.

XI. Election Notices and Verification of Lists

- A. At least 30 days before the ballots are distributed, the Association must provide general notice (or individual notice to a Member who requested it) which includes:
1. The date, time and physical address to mail or hand deliver ballots to the Inspector(s);
 2. The date, time and location ballot counting meeting; and
 3. A list of candidates to appear on the ballots.
- B. At least 30 days before the voting deadline, the Inspector(s) of Election must deliver, or cause to be delivered, the election operating rules to all Members. Such rules may be delivered (1) by individual delivery (Civil Code §4040) or (2) by posting the rules

on an internet website and including the website address (URL) on the ballot with the phrase, in at least 12-point font: "The rules governing this election may be found here:"

C. The Association must permit Members to verify the accuracy of their individual information on the candidate registration list and the voter list at least 30 days before the ballots are distributed. The Association or Member must report any errors or omissions to either list to the Inspector(s) of Election who must make the corrections within two business days. Reports of any errors or omissions should be made early enough to allow for corrections to be made before the ballots are distributed.

~~XIII.XII. Automatic Recount Procedure; Tiebreaker~~

1.A. If, after all of the votes have been counted, the difference between the Candidate elected with the fewest votes and the Candidate not elected with the most votes is 1% or less than the total number of votes between those two Candidates, then there shall be an Automatic Recount.

2.B. The Inspector shall announce that a recount will occur and, after a short rest break, the recount shall commence. No volunteer Counters shall recount the same ballots that they counted in the first vote count. If the same volunteer counters participate in the recount, they shall retain the same roles they had originally.

3.C. The Automatic Recount shall follow the same procedures as the first counting of the votes.

4.D. If, after the automatic recount, a tie remains for the last available Director's seat, those Candidates shall attempt to decide amongst themselves which candidate shall be elected. If they cannot decide among themselves which candidate is to be elected, the decision shall be made by a coin toss.

~~XIV.XIII. Replacement Ballots~~

A. If a Member has not yet voted and lost or misplaced his or her voting materials, the Member may obtain replacement voting materials at the Association office on or before the final day of voting. For elections by Secret Ballot, the Association may request photo c, ... identification from the Member to confirm the Member's identity.

~~XV.XIV. Election Results~~

1.A. The tabulated results of the election shall be promptly reported to the Board, shall be recorded in the minutes of the next meeting of the Board, and shall be available for review by Members of the Association.

2.B. Within fifteen (15) days of the election, the Board shall give general notice of the tabulated results of the election, in accordance with the requirements of the California Civil Code.

~~XVI.XV. Right to Inspect or Review Ballots~~

A. The Inspector or Inspectors of Elections shall, upon written request, make the ballots available for inspection and review by a Member or the Member's authorized representative. Any inspection or review by a Member or Member's authorized representative shall be conducted in a manner that preserves the confidentiality of the vote.

XVII.XVI. Requested Recount or Challenge to the Election Process

- 1.A. The time-period in which a Member may challenge an election shall be five (5) days as set forth in the California Elections Code section 15620.
- 2.B. Any request for a recount must be made in writing and received by the Association within the time-period set forth above.
- 3.C. The Member or Members who made timely requests for a recount shall be responsible for all costs and expenses related to such recount, including the costs of giving notice to the candidates and the membership at large of the time and place of the recount. The Association shall provide an estimate of the costs and expenses of the recount to the requesting Member or Members. Such estimated sum shall be deposited with the Association prior to the recount. If the recount changes the outcome of the election, the monies deposited shall be returned to the requesting Member or Members who paid the deposit.
- 4.D. Any recount shall be conducted in a manner that preserves the confidentiality of the vote and shall be conducted using the same procedures as the original count described in these Election and Voting Rules.

XVII.XVII. Use of Association Funds for Campaign Purposes

- 1.A. Association funds may not be used for campaign purposes in connection with any Association election except to the extent necessary to comply with the duties of the Association imposed by law. "Campaign purposes" include, but are not limited to, the following:
 1. Expressly advocating the election or defeat of any Candidate.
 2. Including the photograph or prominently featuring the name of any Candidate on a communication from the Association or the Board, excepting the ballot, ballot materials, or a communication that is legally required, within thirty (30) days of an election; provided, however, this is not a campaign purpose if the communication is one for which the California Civil Code requires that equal access be provided to another Candidate or advocate.
- 2.B. Unless otherwise provided by the California Civil Code, the foregoing restrictions on the use of Association funds for campaign purposes shall apply only to the election and removal of Directors.

XVIII. Electioneering

- A. Candidates, Members, and residents, including their tenants, families, employees, agents, visitors, licensees, or servants are prohibited from engaging in any of the following activities:
1. Causing any printed campaign or other election related materials to be placed upon or affixed to (1) the common area of the Association, and (2) the common area of any sub-association of the Association where expressly disallowed by sub-association rule.
 2. Attempt to solicit either a vote or proxy from another Member, or their power of attorney, through deceit, harassment, intimidation, improper influence, undue coercion, or force;
 3. Attempt to prevent a Member from casting a vote or delegating their right to vote via proxy through deceit, harassment, intimidation, improper influence, undue coercion, or force;
 4. Interfere with the counting or tallying of votes;
 5. Solicit the vote of a Member while in that Member's immediate presence or residence and during the time he or she knows the Member is voting;
 6. Induce other Members to divert ballots away from the Inspector(s) of Elections; or
 7. Interfere with any candidate's ability to distribute authorized campaign materials.
- B. Report Violations. Members are encouraged to report any electioneering violations they witness to the Board or management.
- C. Fines. The Board is permitted to levy a fine of up to \$100 for each violation of this section.

XIX. Distributing Printed Information

- A. Reasonably distributing and circulating information for any purposes described by Civil Code §4515, is permitted and restricted as follows:
1. Members or residents may distribute or circulate printed information for purposes specified in Civil Code §4515 to other Members or residents by (1) mail, (2) placing printed materials under front doors, front door mats, and/or behind screen doors, and (3) handing out printed material in the common area to Members and residents willing to accept such materials. The handing out of materials in the common area may be conducted only between the hours of 9:00 a.m. and 9:00 p.m.
 2. Member and residents may not cause any printed materials, including those for any purposes specified in Civil Code §4515, to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, windows or other surfaces, (3) mail boxes or mail box structures, (4) or in any portion of the

common area not expressly permitted in these rules without prior authorization from the Board or management.

3. Members and residents distributing and circulating printed materials permitted in these rules, such as those left at front doors or in other permissible locations in the development, are responsible to collect and discard any such materials that remain uncollected after twenty-four (24) hours from distribution or circulation.

[End of Document]

OAKMONT VILLAGE ASSOCIATION
Election and Voting Rules

(Amended _____)

These Election and Voting Rules ("Election Rules") have been adopted by the Board of Directors of Oakmont Village Association, in accordance with applicable statutory requirements. These Election Rules are intended to comply with Sections 5100 through 5145 of the Davis-Stirling Act, as well as any successor statutes thereto, and the Association's Governing Documents.

I. Definitions

Whenever used in these Election Rules, the following capitalized terms shall have the following meanings:

- A. The term “**Association**” shall mean the Oakmont Village Association.
- B. The term “**Board**” or “**Board of Directors**” shall mean the board of directors of the Association.
- C. The term “**Bylaws**” shall mean the bylaws of the Association.
- D. The term “**Candidate**” shall mean a candidate for election to the Association's Board of Directors, including both incumbents and non-incumbents.
- E. The term “**Davis-Stirling Act**” means and refers to the Davis-Stirling Common Interest Development Act which is the portion of the California Civil Code beginning with Section 4000 that governs common interest developments.
- F. The term “**Director**” shall mean a person who serves on the Board of Directors.
- G. The term “**Governing Documents**” shall mean the governing documents of the Association, including, without limitation, (1) the Bylaws, (2) any protective restrictions, covenants and conditions applicable within the Association and (3) any rules, regulations and policies adopted by the Board from time to time which constitute “operating rules” as described in Section 4340 of the California Civil Code.
- H. The term “**Inspector**” or “**Inspector of Election**” shall mean an independent third party acting as the inspector of election in any Association election conducted by Secret Ballot.
- I. The term “**Member**” shall mean a member of the Association.
- J. The term “**Secret Ballot**” shall mean a ballot used in (1) an Association election which is subject to the secret ballot voting requirements of the California Civil Code or (2) an election on any topic that is expressly identified in the Governing Documents as required to be held by secret ballot, if any.
- K. The term “**Separate Interest**” means a separate interest as defined in Section 4185 of the Davis-Stirling Act.

II. Equal Access

- A. If any Candidate or Member advocating a point of view is provided access to Association media, newsletters, or Internet Web sites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all Candidates and Members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from communications by a Candidate or a Member, but the Association may include a statement specifying that the Candidate or Member, and not the Association, is responsible for that content; the Association shall not be responsible for the content of Candidate or Member communications, regardless of whether such a statement is included.
- B. Access to common area meeting space shall be made available during a campaign, at no cost, to all Candidates, including those who are not incumbents, and to all Members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election. Such access, as may be applicable, shall be made available upon the request of a Candidate or Member, and shall be scheduled at a reasonable time(s) by the Board.

III. Directors

- A. Number and Term of Directors. The Board will consist of seven (7) Directors. The term of each Director is two (2) years or until a qualified successor is elected to fill his/her seat. Four (4) Directors are to be elected in odd-numbered years and three (3) Directors are to be elected in even-numbered years. Any vacancies previously filled by the Board pursuant to Section 5.5 of the Bylaws shall also be subject to election at the next annual meeting following the appointment, pursuant to Section 5.5. of the Bylaws. Candidates elected to those positions previously filled pursuant to Section 5.5. of the Bylaws shall serve out the remainder of such position's original term, with the elected person(s) with the fewest votes elected to the positions with the lesser term remaining.
- B. Term Limits. Directors serving the substantial portion of two (2) consecutive elected terms are not eligible to serve on the Board for a period of one (1) year. After being off the Board for a minimum of eleven (11) months, the person may again be eligible to be elected to the Board of Directors. In any election where the number of candidates is less than or equal to the number of open seats, term limitations are suspended. Time spent by a director filling a vacancy pursuant to Section 5.5 of the Bylaws is excluded in determining a director's term limit eligibility.
- C. Candidate and Director Qualifications. Members must meet the qualifications in the subsections hereafter to be eligible for nomination as a candidate for, or to serve as a Director. The determination of whether any of these qualifications are met and, if not, whether a nominee or Director must be disqualified from running for office or serving on the Board, must be made at a properly noticed disciplinary hearing conducted at an executive session Board meeting.
 - 1. *Candidates Must be Members.* The Association must disqualify the nomination of a candidate who is not a Member of the Association at the time of nomination.

2. *Prior ownership for One Year.* To be eligible for nomination and/or to serve on the Board, a candidate for the Board or serving as a Director must be the record Owner of a Separate Interest for a period of at least one year, proof of which must be a recorded deed. Persons holding a fee simple interest in a Separate Interest merely as security for the performance of an obligation are not eligible to either be a candidate for or to serve on the Board.
3. *Member in Good Standing.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not be delinquent by more than sixty (60) days in the payment of any regular or special Assessment (following proper notice, hearing, and a finding by the Board), except:
 - a. A person may not be disqualified from nomination for nonpayment of fines, fines characterized as assessments, collection charges, late charges or costs levied by a third party.
 - b. A person may not be disqualified from nomination because the person has paid the regular or special assessment under protest.
 - c. A person may not be disqualified from nomination due to delinquent assessments if the person has entered into a payment plan with the Association pursuant to Civil Code §5665 and is fulfilling the terms of the payment plan.
4. *Co-Owners Eligible for Only One Position.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not have a record fee simple ownership interest in a Separate Interest which is part of the Development with another person or impersonal entity concurrently serving as a Director. Where two or more co-Owners concurrently seek election to the Board, only the first nomination will be effective.
5. *Criminal Conviction.* A person who has disclosed, or concerning whom the Board has become aware, of a past criminal conviction that would, if the person is elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code Section 5806, or any successor statute, or which conviction would cause such coverage to be terminated, is ineligible for nomination to the Board. Each nominee, at the time of nomination, shall disclose the existence of any past criminal conviction and the details thereof, with sufficient details in order to allow the Association to determine whether the criminal conviction will prevent the Association from purchasing the required fidelity bond coverage.
6. *Internal Dispute Resolution.* Before any candidate for nomination or serving Director may be disqualified, the person or impersonal entity must be provided the opportunity to engage in internal dispute resolution as provided in the Davis-Stirling Act.

- D. Impersonal Entities. If title to a Separate Interest is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for the purpose of candidacy or serving on the Board. The designation by the impersonal legal entity must be in writing with documentation confirming both the designation and its authority to do so.
- E. Trusts. If title is held in the name of one or more trustees, subject to a trust, a sole trustee or one of several trustees are permitted to be a candidate for a position on the Board or to serve on the Board subject to all qualifications and/or requirements of the Association's governing documents and/or the law. The designation of one of several trustees must be in writing with documentation confirming both the designation and the authority of the designator to do so.

IV. Procedures for Nomination of Candidates

- A. Nomination Procedures and Notice. Prior to the election of Directors, the Board must, by written notice to all Members, solicit nominees. The solicitation must include the "Candidate and Director Qualifications" described above and provide general notice of the procedure and deadline for submitting a nomination. The deadline must be at least thirty (30) days after giving notice. Delivery of the solicitation must be given by individual notice, pursuant to Section 4040 of the Davis-Stirling Act, if individual notice is requested by a Member before the solicitation is given. Nominees must be listed as Candidates on the ballot provided (i) they meet Candidate and Director qualifications and (ii) their nomination is made prior to the date and time set for the close of nominations.
- B. Self-Nomination. Any qualified person may nominate himself or herself for election to the Board of Directors by submitting to the Association a written statement signed and dated by the person nominating himself or herself. The Association must set a cut-off date for the receipt of self-nomination statements, which date must be publicized in advance to the Members.
- C. Nominating Committee. As provided for in the Bylaws, a nominating committee may, but is not required to be, appointed each year by the Board to solicit Candidates to run for the Board and notify them of (i) the date for the close of candidate applications, (ii) the date for election of Directors, either at an annual meeting or by ballot without a meeting, (iii) and the qualifications to serve on the Board. Pursuant to Section 5105(a) of the Davis-Stirling Act, the nominating committee may not preclude qualified Members from nominating themselves.
- D. Write-Ins or Floor Nominations. If a fully completed Candidacy Notice is not timely received by the Association, a Member may nominate himself or herself, or may be nominated by another Member, from the floor at the annual meeting at which the election will be held, pursuant to the Bylaws (Article V, Section 5.44). A Member who desires to vote for any Candidate nominated from the floor may complete and vote a Secret Ballot at the annual meeting if the Member has not previously submitted a Secret Ballot for that election. A Member nominated from the floor must accept the nomination in order to be a valid Candidate and/or seated on the Board and must be qualified prior to being seated.

- E. Uncontested Elections. In any election where the number of qualified candidates nominated exceeds the number of positions to be filled, voting for Directors must be done by secret written ballot. When, at the close of nominations, the number of qualified candidates nominated does not exceed the number of vacancies, the candidates may be declared elected, without need for balloting, and will take their seats on the date set for the Annual membership meeting.
- F. Candidate Statements. The Candidate solicitation shall provide the opportunity for each Candidate to submit a written statement (the "Candidacy Statement") reasonably related to the election, including advocating a point of view; the length of the Candidacy Statement shall be limited to three hundred (300) words or fewer pursuant to Article V, Section 5.4.5 of the Bylaws. A Candidacy Statement shall be included with the Association's mailing of the voting materials for the election if provided to the Association by the stated deadline.

V. Qualifications for Voting

- A. Record dates for determining Members entitled to receive notice of a meeting, and for determining Members entitled to vote at a meeting, shall be established in accordance with the Bylaws (Article III, Section 3.2.1) and Section 7611 of the California Corporations Code. The Board shall have the sole discretion in determining the record dates described in this paragraph.
- B. Each Member is entitled to vote on all matters presented to the Members for a vote, regardless of standing or suspension of membership rights.

VI. Voting Power of Each Member

- A. Members shall have one (1) vote per Separate Interest owned, pursuant to the Bylaws (Article IV, Section 4.1). Pursuant to Article IV, Section 4.1 of the Bylaws, the following reflects the voting power in the Association:
 - 1. There shall be one (1) vote for each residential unit owned within the Association. If the Board or Election Inspector requests proof of ownership, the required proof is a recorded deed showing the required ownership or, if the property was transferred within the past thirty (30) days and a copy of the newly recorded deed is not yet available, a completed escrow closing statement is sufficient.
 - 2. There shall be one (1) vote for each residential unit where the purchaser is entitled to possession under a contract to purchase; provided, however, that *in* such instance, the record holder of legal title shall not be entitled to vote.
 - 3. There shall be one (1) vote for each leased apartment within Oakmont Gardens.
- B. Cumulative voting shall not be allowed in any election of Directors.
- C. No fractional votes are allowed in the election of Directors, or otherwise.

- D. The Association cannot deny a ballot to a person with general power of attorney for a Member. The ballot of a person with a general power of attorney must be counted if timely returned.

VII. Proxies

- A. Any Member entitled to vote may do so by proxy, in accordance with the Bylaws (Article IV, Section 4.3).
- B. A “*proxy*” means a written authorization signed by a Member or the authorized representative of the Member that gives another Member or Members the power to vote on behalf of that Member. For purposes of this *definition*, “signed” means the placing of the Member’s name on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the Member or authorized representative of the Member.
- C. Proxies shall not be construed or used in lieu of a ballot (whether a Secret Ballot or other written ballot).
- D. Proxies must meet all requirements of Chapter 4 of Article 2 of the Davis-Stirling Act, other laws, and the Association’s governing documents.
- E. Notwithstanding Section 4.3 of the Bylaws, the Association shall not be required to prepare or distribute proxies.
- F. Any instruction given *in* a proxy that directs the manner in which the proxy holder is to cast the vote must be set forth on a separate page of the proxy that can be detached and retained by the proxy holder. Neither the Association nor the Inspector will be responsible for ensuring that the proxy holder votes in accordance with the Member’s instructions.
- G. A proxy may be revoked by a Member prior to the receipt of a Secret Ballot by the Inspector (or receipt of other written ballot by the Association), as described in Section 7613 of the California Corporations Code. A Member’s attendance at the meeting at which the proxy holder casts, or intends to cast, the Member’s vote does not automatically revoke the proxy.

VIII. Inspector of Election

- A. At an open session Board meeting prior to the date Secret Ballots for an election are to be distributed to the Members, the Board shall select an independent third party or parties as an Inspector or Inspectors for any election by Secret Ballot; the number of Inspectors shall be one (1) or three (3).
- B. The Board may select as Inspector(s) of Election, any person or entity or subdivision of a business entity not currently employed or under contract to the Association other than to serve as Election Inspector. Eligible Inspectors include, but are not limited to:
 - 1. Poll Workers. A volunteer poll worker with the County Registrar of Voters;
 - 2. Accountants. A licensee of the California Board of Accountancy, not under contract to the Association;

3. Notary Public. A notary public commissioned by the California Secretary of State.
4. Association Members. Members of the Association, but not: (i) members of the Board, (ii) candidates for the Board, (iii) persons related to a member of the Board, or (iv) persons related to a candidate for the Board;
5. Professional Inspectors. Third party persons or entities who provide professional election services who contract to the Association solely to serve as an Inspector of Election.

C. The Inspector or Inspectors shall do all of the following:

1. The Inspector shall specify to the Association where the sealed Secret Ballots are to be mailed or hand-delivered, in order that the Association can properly pre-address the ballot voting materials mailed out to Members.
2. Determine the number of memberships entitled to vote and the voting power of each.
3. Determine the authenticity, validity, and effect of proxies, if any.
4. Receive Secret Ballots and determine the validity of those Secret Ballots and their compliance with the Secret Ballot requirements of these Election Rules and the Governing Documents.
5. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
6. Count and tabulate all votes in accordance with these Election Rules and the Association's governing documents.
7. Determine when the polls shall close, consistent with the Governing Documents.
8. Determine the tabulated results of the election.
9. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with provisions of the law.

D. An Inspector shall perform all duties impartially, in good faith, to the best of the Inspector's ability, and as expeditiously as is practical.

E. The Inspector or Inspectors may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector or Inspectors deem appropriate, provided that such persons are independent third parties.

F. The Inspector has the authority to confer with the Association's legal counsel in advance of or at the meeting where Secret Ballots are to be counted. By the adoption of these Election Rules, the Association's legal counsel has been authorized by the Board of Directors *to* provide advice, as determined necessary or prudent by the Association's legal counsel, for the limited purpose of informing and advising the Inspector regarding issues related to the

Inspector performing his or her duties for the Association, and the Association waives the attorney-client privilege for that limited purpose.

- G. If there are three (3) Inspectors, the decision or act of a majority of the Inspectors shall be effective in all respects as the decision or act of all. Any report made by the Inspector or Inspectors is prima facie evidence of the facts stated in the report.
- H. The Board may, at its discretion, pay compensation to the Inspector.
- I. If any election meeting is adjourned due to lack of a quorum, the Inspector shall retain custody of such secret ballots and bring them to the adjourned meeting; new Secret ballots shall not be required from any Member who has cast a valid Secret Ballot vote in accordance with these Election Rules.
- J. The Inspector may request that the meeting be recessed to allow the Inspector to complete the counting and tabulation of the Secret Ballots to another time, provided that such counting and tabulation of Secret Ballots at all times be in accordance with these Election Rules. Notice of the recessed meeting shall be given to all Members at the meeting where the counting and tabulation occurs and shall identify the location, date and time when the counting and tabulation will resume. The Inspector will continue to maintain custody of all Secret Ballots until the counting and tabulation is complete.
- K. The Board has the power to remove any Inspector who ceases to meet the required qualifications, are unable or unwilling to perform their duties, or for any other good reason, and to appoint one or more replacement Inspectors.

IX. Procedures for Elections by Secret Ballot

- A. The Association shall utilize a Secret Ballot process for elections regarding any of the following matters:
 - 1. Assessments requiring a vote of the Members.
 - 2. Election or removal of Directors.
 - 3. Amendments to the Governing Documents.
 - 4. The grant of exclusive use of the common area.
 - 5. An election on any other topic that is expressly identified in the Governing Documents or the California Civil Code as required to be held by Secret Ballot.
- B. Secret Ballots and two (2) pre-addressed envelopes with instructions on how to return the Secret Ballots shall be mailed by first-class mail or otherwise delivered by the Association to every Member not less than thirty (30) days prior to the deadline for voting. The deadline for voting and the times at which the polls will open and close shall be noticed with the Secret Ballot.

- C. In order to preserve confidentiality, a voter may not be identified by name, address, or separate interest on the Secret Ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of vote by Secret Ballots, including all of the following:
1. The Secret Ballot itself is not signed by the voter, but is inserted into the inner envelope provided, which is then sealed. This inner envelope is then inserted into a second (“outer”) envelope that is then sealed. In the upper left-hand corner of the outer envelope shall be the preprinted voter's name and address of the separate interest that entitles the voter to vote. The voter shall then sign the voter’s name in the space provided adjacent to his/her printed name.
 2. The outer envelope shall be postage-paid and addressed to the location selected by the Inspector or Inspectors to receive the ballots. Ballots may be mailed or hand delivered to the Inspector’s address. The Member may request a receipt for delivery. (Because the outer envelope is postage-paid and preaddressed to the location selected by the Inspector, no ballot box on the Association premises is necessary.)
- D. A quorum shall be required as stated in the Governing Documents or as may be required by law. If a quorum is required, each Secret Ballot received by the Inspector shall be treated as a Member present at a meeting for purposes of establishing a quorum. Except for votes or elections which may be subject to specific quorum requirements pursuant to the Governing Documents or applicable law, the quorum requirement to be used in Association elections shall be twenty-five percent (25%) of the voting power, as described in Article III, Section 3.5 of the Bylaws.
- E. In an election to approve an amendment of the Governing Documents, the text of the proposed amendment shall be delivered to the Members with the Secret Ballot.
- F. A Member who owns multiple separate interests must submit separate sealed Secret Ballots for each separate interest owned.
- G. Once a Secret Ballot is received by the Inspector, it shall be irrevocable. If more than one valid Secret Ballot is received for any Member's separate interest, the first Secret Ballot received shall be the one counted; if it cannot be determined which Secret Ballot was the first received, the Secret Ballots will not be counted, except for the purpose of establishing a quorum.
- H. All votes shall be counted and tabulated by the Inspector or the Inspector’s designee in public at a properly noticed open meeting of the Board or Members. Any Candidate or other Member of the Association may witness the counting and tabulation of the votes. Candidates and Members may witness, but not interfere with, the counting and tabulation of the votes from at least two (2) feet away from the Inspector(s) and his/her/their assistants. No person, including a Member of the Association or an employee of the Association's management company, shall open or otherwise review any Secret Ballot prior to the time and place at which the Secret Ballots are counted and tabulated; provided, however, that the Inspector, or the Inspector’s designee, may verify the Member's

information and signature on the outer envelope prior to the meeting at which Secret Ballots are tabulated.

- I. Except for the meeting to count the votes required above, an election may be conducted entirely by mail. Each ballot received by an Inspector(s) of Election within a properly completed outer envelope from a Member is deemed as a Member present at a meeting for purposes of establishing a quorum.
- J. The inspector is responsible for collecting and storing all ballots in a secure manner that allows only the inspector or his/her designees access to the ballots. The sealed Secret Ballots at all times shall be in the custody of the Inspector at a location designated by him/her/them until tabulation of the vote is finalized, and until the time allowed by the California Civil Code for challenging the election has expired, at which time custody may be transferred to the Association.
- K. All secret ballots must be legible and clearly marked. If a Secret Ballot is marked to cast more votes than the maximum number of votes allowed for an election, the Secret Ballot will be used for quorum purposes only and shall not count towards the vote.

X. Registration of Members in Person

- A. A Member who chooses to vote in person at a meeting of the Members or Board must present himself or herself at the registration table area at the meeting to submit his or her ballot.
- B. If a Member has lost or misplaced his or her voting materials, the Member can request replacement voting materials at the registration table area at the meeting of the Members or Board. For elections by Secret Ballot, the Inspector or the Inspector's designee may request photo identification from the Member to confirm the Member's identity.
- C. When voting in person at a Member or Board meeting, in order for a Member's vote to count, the Member must comply with all of the procedures and requirements contained in these Election Rules.

XI. Election Notices and Verification of Lists

- A. At least 30 days before the ballots are distributed, the Association must provide general notice (or individual notice to a Member who requested it) which includes:
 - 1. The date, time and physical address to mail or hand deliver ballots to the Inspector(s);
 - 2. The date, time and location ballot counting meeting; and
 - 3. A list of candidates to appear on the ballots.
- B. At least 30 days before the voting deadline, the Inspector(s) of Election must deliver, or cause to be delivered, the election operating rules to all Members. Such rules may be delivered (1) by individual delivery (Civil Code §4040) or (2) by posting the rules on an internet website and including the website address (URL) on the ballot with the phrase, in at least 12-point font: "The rules governing this election may be found here:"

- C. The Association must permit Members to verify the accuracy of their individual information on the candidate registration list and the voter list at least 30 days before the ballots are distributed. The Association or Member must report any errors or omissions to either list to the Inspector(s) of Election who must make the corrections within two business days. Reports of any errors or omissions should be made early enough to allow for corrections to be made before the ballots are distributed.

XII. Automatic Recount Procedure; Tiebreaker

- A. If, after all of the votes have been counted, the difference between the Candidate elected with the fewest votes and the Candidate not elected with the most votes is 1% or less than the total number of votes between those two Candidates, then there shall be an Automatic Recount.
- B. The Inspector shall announce that a recount will occur and, after a short rest break, the recount shall commence. No volunteer Counters shall recount the same ballots that they counted in the first vote count. If the same volunteer counters participate in the recount, they shall retain the same roles they had originally.
- C. The Automatic Recount shall follow the same procedures as the first counting of the votes.
- D. If, after the automatic recount, a tie remains for the last available Director's seat, those Candidates shall attempt to decide amongst themselves which candidate shall be elected. If they cannot decide among themselves which candidate is to be elected, the decision shall be made by a coin toss.

XIII. Replacement Ballots

- A. If a Member has not yet voted and lost or misplaced his or her voting materials, the Member may obtain replacement voting materials at the Association office on or before the final day of voting. For elections by Secret Ballot, the Association may request photo identification from the Member to confirm the Member's identity.

XIV. Election Results

- A. The tabulated results of the election shall be promptly reported to the Board, shall be recorded in the minutes of the next meeting of the Board, and shall be available for review by Members of the Association.
- B. Within fifteen (15) days of the election, the Board shall give general notice of the tabulated results of the election, in accordance with the requirements of the California Civil Code.

XV. Right to Inspect or Review Ballots

- A. The Inspector or Inspectors of Elections shall, upon written request, make the ballots available for inspection and review by a Member or the Member's authorized representative. Any inspection or review by a Member or Member's authorized representative shall be conducted in a manner that preserves the confidentiality of the vote.

XVI. Requested Recount or Challenge to the Election Process

- A. The time-period in which a Member may challenge an election shall be five (5) days as set forth in the California Elections Code section 15620.
- B. Any request for a recount must be made in writing and received by the Association within the time-period set forth above.
- C. The Member or Members who made timely requests for a recount shall be responsible for all costs and expenses related to such recount, including the costs of giving notice to the candidates and the membership at large of the time and place of the recount. The Association shall provide an estimate of the costs and expenses of the recount to the requesting Member or Members. Such estimated sum shall be deposited with the Association prior to the recount. If the recount changes the outcome of the election, the monies deposited shall be returned to the requesting Member or Members who paid the deposit. If the recount does not change the outcome of the election, any funds deposited in excess of the actual costs of the recount shall be refunded to the Member or Members who paid the deposit.
- D. Any recount shall be conducted in a manner that preserves the confidentiality of the vote and shall be conducted using the same procedures as the original count described in these Election and Voting Rules.

XVII. Use of Association Funds for Campaign Purposes

- A. Association funds may not be used for campaign purposes in connection with any Association election except to the extent necessary to comply with the duties of the Association imposed by law. "Campaign purposes" include, but are not limited to, the following:
 - 1. Expressly advocating the election or defeat of any Candidate.
 - 2. Including the photograph or prominently featuring the name of any Candidate on a communication from the Association or the Board, excepting the ballot, ballot materials, or a communication that is legally required, within thirty (30) days of an election; provided, however, this is not a campaign purpose if the communication is one for which the California Civil Code requires that equal access be provided to another Candidate or advocate.
- B. Unless otherwise provided by the California Civil Code, the foregoing restrictions on the use of Association funds for campaign purposes shall apply only to the election and removal of Directors.

XVIII. Electioneering

- A. Candidates, Members, and residents, including their tenants, families, employees, agents, visitors, licensees, or servants are prohibited from engaging in any of the following activities:

1. Causing any printed campaign or other election related materials to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, or windows, (3) mail boxes or mail box structures, (4) or any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management;
2. Attempt to solicit either a vote or proxy from another Member, or their power of attorney, through deceit, harassment, intimidation, improper influence, undue coercion, or force;
3. Attempt to prevent a Member from casting a vote or delegating their right to vote via proxy through deceit, harassment, intimidation, improper influence, undue coercion, or force;
4. Interfere with the counting or tallying of votes;
5. Solicit the vote of a Member while in that Member's immediate presence or residence and during the time he or she knows the Member is voting;
6. Induce other Members to divert ballots away from the Inspector(s) of Elections;
or
7. Interfere with any candidate's ability to distribute authorized campaign materials.

B. Report Violations. Members are encouraged to report any electioneering violations they witness to the Board or management.

C. Fines. The Board is permitted to levy a fine of up to \$100 for each violation of this section.

XIX. Distributing Information

A. Reasonably distributing and circulating information for any purposes described by Civil Code §4515, is permitted and restricted as follows:

1. Members or residents may distribute or circulate printed information for purposes specified in Civil Code §4515 to other Members or residents by (1) mail, (2) placing printed materials under front doors, front door mats, and/or behind screen doors, and (3) handing out printed material in the common area to Members and residents willing to accept such materials. The handing out of materials in the common area may be conducted only between the hours of 9:00 a.m. and 9:00 p.m.
2. Member and residents may not cause any printed materials, including those for any purposes specified in Civil Code §4515, to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, windows or other surfaces, (3) mail boxes or mail box structures, (4) or in any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management.
3. Members and residents distributing and circulating printed materials permitted in these rules, such as those left at front doors or in other permissible locations in the development, are responsible to collect and discard any such materials that remain uncollected after twenty-four (24) hours from distribution or circulation.

XX. Petitions

- A. The purpose of the petition for a membership meeting must be set forth in the petition so Members know what they are signing. Meetings may only be called for a proper purpose.
- B. Only Members may sign petitions. The Association may validate signatures by comparing them against signatures on file with the Association or by contacting signers to verify their signatures. Any person on title to a property can sign on behalf of the property but it counts only once. For example, if there are ten owners on title for one unit, all of whom sign a petition, it counts as one signature not ten.
- C. A petition can be rendered invalid if a sufficient number of signatures are found invalid or rescinded for good cause (such as fraud, mistake, undue influence or other valid grounds for rescission), such that the number of remaining signatures falls below 5% of total voting power of the membership.
- D. The date of the special meeting must be set by the Board and must be no less than thirty-five (35) nor more than ninety (90) days from receipt of the request. Notice of the date must be given to the membership no more than twenty (20) days after receipt of the petition.
- E. Recalls are not permitted to be started against the Board as a whole or any individual Director if: (a) the Board or Director has held office during the current term for less than ninety (90) days; (b) a recall election has been determined in the Board's or Director's favor within the last six (6) months; (c) for the recall of a Board, when an annual meeting will be held within six (6) months or less or (d) for the recall of individual Directors, when their term will end within six (6) months or less. Additionally, if a recall of the entire Board fails, a six (6)-month waiting period must be observed before recall petitions may be filed against individual Directors who served on that Board.

[End of Document]

OAKMONT VILLAGE ASSOCIATION

Election and Voting Rules

(Adopted February 28, 2018)
(Amended _____)

These Election and Voting Rules ("Election Rules") have been adopted by the Board of Directors of Oakmont Village Association, in accordance with applicable statutory requirements. These Election Rules are intended to comply with Sections 5100 through 5145 of the ~~California Civil Code~~ Davis-Stirling Act, as well as any successor statutes thereto, and the Association's Governing Documents.

I. Definitions

Whenever used in these Election Rules, the following capitalized terms shall have the following meanings:

A. The term "**Association**" shall mean the Oakmont Village Association.

~~B.~~ The term "**Batch**" shall mean a group of 25 ballots.

~~C.B.~~ The term "**Board**" or "**Board of Directors**" shall mean the board of directors of the Association.

~~D.C.~~ The term "**Bylaws**" shall mean the bylaws of the Association.

~~E.D.~~ The term "**Candidate**" shall mean a candidate for election to the Association's Board of Directors, including both incumbents and non-incumbents.

E. The term "**Davis-Stirling Act**" means and refers to the Davis-Stirling Common Interest Development Act which is the portion of the California Civil Code beginning with Section 4000 that governs common interest developments.

F. The term "**Director**" shall mean a person who serves on the Board of Directors.

G. The term "**Governing Documents**" shall mean the governing documents of the Association, including, without limitation, (1) the Bylaws, (2) any protective restrictions, covenants and conditions applicable within the Association and (3) any rules, regulations and policies adopted by the Board from time to time ~~that apply generally to the conduct of the business and affairs of the Association~~ which constitute "operating rules" as described in Section 4340 of the California Civil Code.

H. The term "**Inspector**" or "**Inspector of Election**" shall mean an independent third party acting as the inspector of election in any Association election conducted by Secret Ballot.

I. The term "**Member**" shall mean a member of the Association.

J. The term "**Secret Ballot**" shall mean a ballot used in (1) an Association election which is subject to the secret ballot voting requirements of the California Civil Code or (2) an

election on any topic that is expressly identified in the Governing Documents as required to be held by secret ballot, if any.

K. The term “Separate Interest” means a separate interest as defined in Section 4185 of the Davis-Stirling Act.

II. Equal Access

- A. If any Candidate or Member advocating a point of view is provided access to Association media, newsletters, or Internet Web sites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all Candidates and Members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from communications by a Candidate or a Member, but the Association may include a statement specifying that the Candidate or Member, and not the Association, is responsible for that content; the Association shall not be responsible for the content of Candidate or Member communications, regardless of whether such a statement is included.
- B. Access to common area meeting space shall be made available during a campaign, at no cost, to all Candidates, including those who are not incumbents, and to all Members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election. Such access, as may be applicable, shall be made available upon the request of a Candidate or Member, and shall be scheduled at a reasonable time(s) by the Board.

III. Qualifications for Candidates

- ~~A. A Member shall not qualify as a Candidate if (1) previously convicted of a felony or (2) declared of unsound mind by a final court order.~~
- ~~B. To be eligible to serve on the Board, a Candidate must (1) be a Member of the Association, (2) be in good standing, and (3) not have served as an elected director for two (2) consecutive terms (immediately prior), in accordance with the qualifications for Directors set forth in the Bylaws (Article V, Sections 5.2 and 5.3.2).~~

III. Directors

- A. Number and Term of Directors. The Board will consist of seven (7) Directors. The term of each Director is two (2) years or until a qualified successor is elected to fill his/her seat. Four (4) Directors are to be elected in odd-numbered years and three (3) Directors are to be elected in even-numbered years. Any vacancies previously filled by the Board pursuant to Section 5.5 of the Bylaws shall also be subject to election at the next annual meeting following the appointment, pursuant to Section 5.5. of the Bylaws. Candidates elected to those positions previously filled pursuant to Section 5.5. of the Bylaws shall serve out the remainder of such position’s original term, with the elected person(s) with the fewest votes elected to the positions with the lesser term remaining.
- B. Term Limits. Directors serving the substantial portion of two (2) consecutive elected terms are not eligible to serve on the Board for a period of one (1) year. After being off the Board for a minimum of eleven (11) months, the person may again be eligible to be elected to the

Board of Directors. In any election where the number of candidates is less than or equal to the number of open seats, term limitations are suspended. Time spent by a director filling a vacancy pursuant to Section 5.5 of the Bylaws is excluded in determining a director's term limit eligibility.

C. Candidate and Director Qualifications. Members must meet the qualifications in the subsections hereafter to be eligible for nomination as a candidate for, or to serve as a Director. The determination of whether any of these qualifications are met and, if not, whether a nominee or Director must be disqualified from running for office or serving on the Board, must be made at a properly noticed disciplinary hearing conducted at an executive session Board meeting.

1. *Candidates Must be Members.* The Association must disqualify the nomination of a candidate who is not a Member of the Association at the time of nomination.
2. *Prior ownership for One Year.* To be eligible for nomination and/or to serve on the Board, a candidate for the Board or serving as a Director must be the record Owner of a Separate Interest for a period of at least one year, proof of which must be a recorded deed. Persons holding a fee simple interest in a Separate Interest merely as security for the performance of an obligation are not eligible to either be a candidate for or to serve on the Board.
3. *Member in Good Standing.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not be delinquent by more than sixty (60) days in the payment of any regular or special Assessment (following proper notice, hearing, and a finding by the Board), except:
 - a. A person may not be disqualified from nomination for nonpayment of fines, fines characterized as assessments, collection charges, late charges or costs levied by a third party.
 - b. A person may not be disqualified from nomination because the person has paid the regular or special assessment under protest.
 - c. A person may not be disqualified from nomination due to delinquent assessments if the person has entered into a payment plan with the Association pursuant to Civil Code §5665 and is fulfilling the terms of the payment plan.
4. *Co-Owners Eligible for Only One Position.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not have a record fee simple ownership interest in a Separate Interest which is part of the Development with another person or impersonal entity concurrently serving as a Director. Where two or more co-Owners concurrently seek election to the Board, only the first nomination will be effective.
5. *Criminal Conviction.* A person who has disclosed, or concerning whom the Board has become aware, of a past criminal conviction that would, if the person is elected, either prevent the Association from purchasing the fidelity bond

coverage required by Civil Code Section 5806, or any successor statute, or which conviction would cause such coverage to be terminated, is ineligible for nomination to the Board. Each nominee, at the time of nomination, shall disclose the existence of any past criminal conviction and the details thereof, with sufficient details in order to allow the Association to determine whether the criminal conviction will prevent the Association from purchasing the required fidelity bond coverage.

6. *Internal Dispute Resolution.* Before any candidate for nomination or serving Director may be disqualified, the person or impersonal entity must be provided the opportunity to engage in internal dispute resolution as provided in the Davis-Stirling Act.

D. Impersonal Entities. If title to a Separate Interest is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for the purpose of candidacy or serving on the Board. The designation by the impersonal legal entity must be in writing with documentation confirming both the designation and its authority to do so.

E. Trusts. If title is held in the name of one or more trustees, subject to a trust, a sole trustee or one of several trustees are permitted to be a candidate for a position on the Board or to serve on the Board subject to all qualifications and/or requirements of the Association's governing documents and/or the law. The designation of one of several trustees must be in writing with documentation confirming both the designation and the authority of the designator to do so.

IV. Procedures for Nomination of Candidates

~~1. Pursuant to Section 5.4 of the Bylaws, a Nominating Committee (the "Committee") shall be appointed by the Board annually, on or before December 1st of each year. The Committee shall consist of five (5) Members from the membership at large, one of whom shall be designated as Chair of the Committee, pursuant to the Bylaws (Article V, Section 5.4). The Committee shall perform the duties described in the following procedures for the nomination of Candidates, as well as any other duties properly delegated by the Board; provided, however, that the powers of the Committee shall not in any way limit or prevent the Members' right to make nominations in the manners described in Subsections E, F and G of this Article IV.~~

~~2. The Association, through the Committee, shall distribute to all Members a notice seeking Candidates for the Board (the "Candidacy Notice") at least ninety (90) days prior to the date of each annual meeting of Members at which Directors will be elected, and the Committee shall have the right to set a deadline for return of such Candidacy Notices in its discretion. The Candidacy Notice shall provide a space for any Member interested in being a Candidate to indicate his or her name, separate interest address within the Association's development, mailing address (if different), other contact information and signature, and include a deadline for return of the completed Candidacy Notice to the Association. Any Member submitting a completed Candidacy Notice will be required to certify on the Candidacy Notice that he/she (1) has not been convicted of a felony, (2) has not been declared of unsound mind by a final court order and (3) meets the qualifications for~~

~~Candidates and Directors set forth in the Governing Documents. Any Member submitting an incomplete Candidacy Notice or failing to submit a completed Candidacy Notice by February 1st shall not have his or her name included in the Secret Ballot or other voting materials for that election.~~

- ~~3. Pursuant to Section 5.4.1 of the Bylaws, no later than February 1st of each year, the Committee shall present the Board, for publication, a slate of no less than two (2) more Candidates than the number of Director positions open and to be elected at the upcoming annual election. Neither the foregoing requirement nor the provisions applicable to the Committee in these Election Rules shall limit the Association's ability to develop additional protocols or requirements to be complied with and/or utilized by the Committee.~~
 - ~~4. The Candidacy Notice shall include a space for each Candidate to submit a written statement (the "Candidacy Statement") reasonably related to the election, including advocating a point of view; the length of the Candidacy Statement shall be limited to three hundred (300) words or fewer pursuant to Article V, Section 5.4.5 of the Bylaws. A Candidacy Statement shall be included with the Association's mailing of the voting materials for the election if the Candidacy Statement is provided to the Association with a completed Candidacy Notice by the stated deadline.~~
- A. Nomination Procedures and Notice. Prior to the election of Directors, the Board must, by written notice to all Members, solicit nominees. The solicitation must include the "Candidate and Director Qualifications" described above and provide general notice of the procedure and deadline for submitting a nomination. The deadline must be at least thirty (30) days after giving notice. Delivery of the solicitation must be given by individual notice, pursuant to Section 4040 of the Davis-Stirling Act, if individual notice is requested by a Member before the solicitation is given. Nominees must be listed as Candidates on the ballot provided (i) they meet Candidate and Director qualifications and (ii) their nomination is made prior to the date and time set for the close of nominations.
- B. Self-Nomination. Any qualified person may nominate himself or herself for election to the Board of Directors by submitting to the Association a written statement signed and dated by the person nominating himself or herself. The Association must set a cut-off date for the receipt of self-nomination statements, which date must be publicized in advance to the Members.
- C. Nominating Committee. As provided for in the Bylaws, a nominating committee may, but is not required to be, appointed each year by the Board to solicit Candidates to run for the Board and notify them of (i) the date for the close of candidate applications, (ii) the date for election of Directors, either at an annual meeting or by ballot without a meeting, (iii) and the qualifications to serve on the Board. Pursuant to Section 5105(a) of the Davis-Stirling Act, the nominating committee may not preclude qualified Members from nominating themselves.
- E.D. Write-Ins or Floor Nominations. If a fully completed Candidacy Notice is not timely received by the Association, a Member may nominate himself or herself, or may be nominated by another Member, from the floor at the annual meeting at which the election will be held, pursuant to the Bylaws (Article V, Section 5.44). A Member who desires to vote for any Candidate nominated from the floor may complete and vote a Secret Ballot at

the annual meeting if the Member has not previously submitted a Secret Ballot for that election. A Member nominated from the floor must accept the nomination in order to be a valid Candidate and/or seated on the Board. ~~Further, such Candidate shall be required to certify that he/she (1) has not been convicted of a felony, (2) has not been declared of unsound mind by a final order of court and (3) meets the qualifications for Candidates and Directors set forth in the Governing Documents and these Election Rules. and must be qualified prior to being seated.~~

6. ~~If a fully completed Candidacy Notice is not timely received by the Association in accordance with the deadline set forth for the Candidacy Notice by the Committee, a Candidate may also:
 1. ~~Nominate him or herself, or may be nominated by another Member, as a write-in Candidate. A Member who desires to nominate any Member as a Candidate may write in such Member's name on the Secret Ballot for that election, and such action shall constitute a nomination of such Member as a Candidate. A Member nominated by write in on a Secret Ballot must accept the nomination in order to be a valid Candidate and/or seated on the Board. Further, such Candidate shall be required to certify that he/she (1) has not been convicted of a felony, (2) has not been declared of unsound mind by a final order of court and (3) meets the qualifications for Candidates and Directors set forth in the Governing Documents. In order to provide the Committee an opportunity to comply with the requirements of Subsection (c) of this Article IV, any self-nomination by a Member must be received by the Nominating Committee no later than January 15th in order to be properly validated as a qualified Candidate and included in the slate of nominees to be provided by the Committee to the Board.~~
 2. ~~Without limiting the foregoing requirements of this Article IV, and pursuant to Section 5.4.3 of the Association's Bylaws, Members representing no less than two percent (2%) of the total voting power of the Association may nominate candidates for election as Directors by a written petition, signed by such Members and delivered to a Director of the Association not later than February 15th (the date of March 1st in the Bylaws is inconsistent with the requirement that ballots be mailed to owners at least thirty (30) days prior to the tabulation of the ballots).~~~~
7. ~~The general duties of the Committee shall include, without limitation, the following:
 1. ~~Overseeing the preparation and distribution of the Candidacy Notice to all Members.~~
 2. ~~Receiving and validating completed Candidacy Notices and/or self-nominations from Members and placing qualified Candidates in nomination for election to the Board.~~
 3. ~~Nominating any number of other Candidates for election to the Board of Directors as the Committee shall in its discretion determine, the total of all nominations being not less than two more candidates in excess of the number of vacancies that are to be filled; provided, however, that nothing contained in this provision or in any other provision of these Election Rules shall prevent or limit a Member's right to~~~~

~~self nominate himself or herself, or nominate another Member by writing in such Member's name on a Secret Ballot notwithstanding any nominations made by the Committee. If a person self nominates, they must fill out the nomination forms and deliver them to the Nominating Committee so that their names can be placed on the ballot. A Member nominated by the Committee must accept the nomination in order to be a valid Candidate and/or seated on the Board.~~

~~8. In the event the date of the annual meeting of Members is altered or modified by the Board for any reason, the foregoing timelines and procedures set forth in this Article IV may be modified accordingly to be consistent with the requirements of the Bylaws and other requirements of these Election Rules.~~

E. Uncontested Elections. In any election where the number of qualified candidates nominated exceeds the number of positions to be filled, voting for Directors must be done by secret written ballot. When, at the close of nominations, the number of qualified candidates nominated does not exceed the number of vacancies, the candidates may be declared elected, without need for balloting, and will take their seats on the date set for the Annual membership meeting.

F. Candidate Statements. The Candidate solicitation shall provide the opportunity for each Candidate to submit a written statement (the "Candidacy Statement") reasonably related to the election, including advocating a point of view; the length of the Candidacy Statement shall be limited to three hundred (300) words or fewer pursuant to Article V, Section 5.4.5 of the Bylaws. A Candidacy Statement shall be included with the Association's mailing of the voting materials for the election if provided to the Association by the stated deadline.

V. Qualifications for Voting

~~1.A.~~ Record dates for determining Members entitled to receive notice of a meeting, and for determining Members entitled to vote at a meeting, shall be established in accordance with the Bylaws (Article III, Section 3.2.1) and Section 7611 of the California Corporations Code. The Board shall have the sole discretion in determining the record dates described in this paragraph.

~~2. Members who are in good standing may vote in all Association elections. A Member is in "good standing" for voting purposes unless his or her voting rights have been suspended. A Member's voting rights may be suspended after proper notice and an opportunity to be heard before the Board of Directors, in accordance with the Bylaws (Article II, Section 2.8) and any Governing Documents applicable to the Association.~~

B. Each Member is entitled to vote on all matters presented to the Members for a vote, regardless of standing or suspension of membership rights.

VI. Voting Power of Each Member

~~1.A.~~ Members shall have one (1) vote per ~~separate interest~~ Separate Interest owned, pursuant to the Bylaws (Article IV, Section 4.1). Pursuant to Article IV, Section 4.1 of the Bylaws, the following reflects the voting power in the Association:

1. There shall be one (1) vote for each residential unit owned within the Association. ~~If the Board or Election Inspector requests proof of ownership, the required proof is a~~

recorded deed showing the required ownership or, if the property was transferred within the past thirty (30) days and a copy of the newly recorded deed is not yet available, a completed escrow closing statement is sufficient.

2. There shall be one (1) vote for each residential unit where the purchaser is entitled to possession under a contract to purchase; provided, however, that *in* such instance, the record holder of legal title shall not be entitled to vote.

3. There shall be one (1) vote for each leased apartment within Oakmont Gardens.

~~2~~.B. Cumulative voting shall not be allowed in any election of Directors.

~~3~~.C. No fractional votes are allowed in the election of Directors, or otherwise.

D. The Association cannot deny a ballot to a person with general power of attorney for a Member. The ballot of a person with a general power of attorney must be counted if timely returned.

VII. Proxies

~~1~~.A. Any Member entitled to vote may do so by proxy, in accordance with the Bylaws (Article IV, Section 4.3).

~~2~~.B. A "proxy" means a written authorization signed by a Member or the authorized representative of the Member that gives another Member or Members the power to vote on behalf of that Member. For purposes of this *definition*, "signed" means the placing of the ~~Member's~~Member's name on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the Member or authorized representative of the Member.

~~3~~.C. Proxies shall not be construed or used in lieu of a ballot (whether a Secret Ballot or other written ballot).

~~4~~.D. The use of proxies shallProxies must meet the all requirements of ~~the Governing Documents, Section 7613~~Chapter 4 of Article 2 of the ~~California Corporations Code and Davis-Stirling Act~~, other ~~provisions of law~~laws, and the Association's governing documents.

~~5~~.E. Notwithstanding Section 4.3 of the Bylaws, the Association shall not be required to prepare or distribute proxies.

~~6~~.F. Any instruction given *in* a proxy that directs the manner in which the proxy holder is to cast the vote must be set forth on a separate page of the proxy that can be detached and retained by the proxy holder. Neither the Association nor the Inspector will be responsible for ensuring that the proxy holder votes in accordance with the Member's instructions.

~~7~~.G. A proxy may be revoked by a Member prior to the receipt of a Secret Ballot by the Inspector (or receipt of other written ballot by the Association), as described in Section

7613 of the California Corporations Code. A ~~Member's~~Member's attendance at the meeting at which the proxy holder casts, or intends to cast, the Member's vote does not automatically revoke the proxy.

VIII. Inspector of Election

A. At an open session Board meeting prior to the date Secret Ballots for an election are to be distributed to the Members, the Board shall select an independent third party or parties as an Inspector or Inspectors for any election by Secret Ballot; the number of Inspectors shall be one (1) or three (3).

~~B.~~ The Board may, ~~but shall not be required to, submit the selection of the~~ select as Inspector or Inspectors to a vote of the Members. ~~If the Board fails to appoint an Inspector, then, upon demand by the Members, the Board shall submit to the Members for vote the name of one or more proposed independent third party to act as an Inspector.~~

~~C.~~B. ~~For purposes of these (s) of Election Rules, an independent third party includes, but is not limited to, a volunteer poll worker with the County registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may not be a Director, a Candidate, or be related to a Director or to a Candidate by blood, marriage, adoption, or domestic partnership. An independent third party may not be a, any person, business or entity, or subdivision of a business entity who is not currently employed or under contract to the Association for any compensable services, unless expressly authorized by these other than to serve as Election Rules.~~ Inspector. Eligible Inspectors include, but are not limited to:

~~D.~~ The Association's auditor/accountant is expressly authorized by these Election Rules to act as the Inspector or Inspectors and may be appointed by the Board accordingly.

1. Poll Workers. A volunteer poll worker with the County Registrar of Voters;

2. Accountants. A licensee of the California Board of Accountancy, not under contract to the Association;

3. Notary Public. A notary public commissioned by the California Secretary of State.

4. Association Members. Members of the Association, but not: (i) members of the Board, (ii) candidates for the Board, (iii) persons related to a member of the Board, or (iv) persons related to a candidate for the Board;

5. Professional Inspectors. Third party persons or entities who provide professional election services who contract to the Association solely to serve as an Inspector of Election.

~~E.~~C. ~~The Inspector or Inspectors shall do all of the following:~~

1. The Inspector shall specify to the Association where the sealed Secret Ballots are to be mailed or hand-delivered, in order that the Association can properly pre-address the ballot voting materials mailed out to Members.

2. Determine the number of memberships entitled to vote and the voting power of each.

3. Determine the authenticity, validity, and effect of proxies, if any.

4. Receive Secret Ballots and determine the validity of those Secret Ballots and their compliance with the Secret Ballot requirements of these Election Rules and the Governing Documents.
5. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
6. Count and tabulate all votes in accordance with these Election Rules and the Association's governing documents.
7. Determine when the polls shall close, consistent with the Governing Documents.
8. Determine the tabulated results of the election.
9. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with provisions of the law.

F.D. An Inspector shall perform all duties impartially, in good faith, to the best of the Inspector's ability, and as expeditiously as is practical.

G.E. The Inspector or Inspectors may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector or Inspectors deem appropriate, provided that such persons are independent third parties.

H.F. The Inspector has the authority to confer with the ~~Association's~~ Association's legal counsel in advance of or at the meeting where Secret Ballots are to be counted. By the adoption of these Election Rules, the ~~Association's~~ Association's legal counsel has been authorized by the Board of Directors to provide advice, as determined necessary or prudent by the Association's legal counsel, for the limited purpose of informing and advising the Inspector regarding issues related to the Inspector performing his or her duties for the Association, and the Association waives the attorney-client privilege for that limited purpose.

I.G. If there are three (3) Inspectors, the decision or act of a majority of the Inspectors shall be effective in all respects as the decision or act of all. Any report made by the Inspector or Inspectors is prima facie evidence of the facts stated in the report.

J.H. The Board may, at its discretion, pay compensation to the Inspector.

~~K. Prior to the election, the Association shall provide the Inspector with a current list of all Members and a list of those Members whose voting rights have been duly suspended. The Inspector shall take appropriate steps, including making notations or otherwise by marking the membership list and/or sealed Secret Ballot envelopes, to prevent Members not in good standing from voting.~~

L.I. If any election meeting is adjourned due to lack of a quorum, the Inspector shall retain custody of such secret ballots and bring them to the adjourned meeting; new Secret ballots

shall not be required from any Member who has cast a valid Secret Ballot vote in accordance with these Election Rules.

~~M.J.~~ The Inspector may request that the meeting be recessed to allow the Inspector to complete the counting and tabulation of the Secret Ballots to another time, provided that such counting and tabulation of Secret Ballots at all times be in accordance with these Election Rules. Notice of the recessed meeting shall be given to all Members at the meeting where the counting and tabulation occurs and shall identify the location, date and time when the counting and tabulation will resume. The Inspector will continue to maintain custody of all Secret Ballots until the counting and tabulation is complete.

K. The Board has the power to remove any Inspector who ceases to meet the required qualifications, are unable or unwilling to perform their duties, or for any other good reason, and to appoint one or more replacement Inspectors.

IX. Procedures for Elections by Secret Ballot

~~1.A.~~ The Association shall utilize a Secret Ballot process for elections regarding any of the following matters:

1. Assessments requiring a vote of the Members.
2. Election or removal of Directors.
3. Amendments to the Governing Documents.
4. The grant of exclusive use of the common area.
5. An election on any other topic that is expressly identified in the Governing Documents or the California Civil Code as required to be held by Secret Ballot.

~~2.B.~~ Secret Ballots and two (2) pre-addressed envelopes with instructions on how to return the Secret Ballots shall be mailed by first-class mail or otherwise delivered by the Association to every Member not less than thirty (30) days prior to the deadline for voting. The deadline for voting and the times at which the polls will open and close shall be noticed with the Secret Ballot.

~~3.C.~~ In order to preserve confidentiality, a voter may not be identified by name, address, or separate interest on the Secret Ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of vote by Secret Ballots, including all of the following:

1. The Secret Ballot itself is not signed by the voter, but is inserted into the inner envelope provided, which is then sealed. This inner envelope is then inserted into a second (“outer”) envelope that is then sealed. In the upper left-hand corner of the outer envelope shall be the preprinted voter’s name and address of the separate interest that entitles the voter to vote. The voter shall then sign the voter’s name in the space provided adjacent to his/her printed name.

2. The outer envelope shall be postage-paid and addressed to the location selected by the Inspector or Inspectors to receive the ballots. Ballots may be mailed or hand delivered to the Inspector's address. The Member may request a receipt for delivery. (Because the outer envelope is postage-paid and preaddressed to the location selected by the Inspector, no ballot box on the Association premises is necessary.)

4.D. A quorum shall be required as stated in the Governing Documents or as may be required by law. If a quorum is required, each Secret Ballot received by the Inspector shall be treated as a Member present at a meeting for purposes of establishing a quorum. Except for votes or elections which may be subject to specific quorum requirements pursuant to the Governing Documents or applicable law, the quorum requirement to be used in Association elections shall be twenty-five percent (25%) of the voting power, as described in Article III, Section 3.5 of the Bylaws.

5.E. In an election to approve an amendment of the Governing Documents, the text of the proposed amendment shall be delivered to the Members with the Secret Ballot.

6.F. A Member who owns multiple separate interests must submit separate sealed Secret Ballots for each separate interest owned.

7.G. Once a Secret Ballot is received by the Inspector, it shall be irrevocable. If more than one valid Secret Ballot is received for any Member's separate interest, the first Secret Ballot received shall be the one counted; if it cannot be determined which Secret Ballot was the first received, the Secret Ballots will not be counted, except for the purpose of establishing a quorum.

8.H. All votes shall be counted and tabulated by the Inspector or the Inspector's designee in public at a properly noticed open meeting of the Board or Members. Any Candidate or other Member of the Association may witness the counting and tabulation of the votes. Candidates and Members may witness, but not interfere with, the counting and tabulation of the votes from at least two (2) feet away from the Inspector(s) and his/her/their assistants. No person, including a Member of the Association or an employee of the Association's management company, shall open or otherwise review any Secret Ballot prior to the time and place at which the Secret Ballots are counted and tabulated; provided, however, that the Inspector, or the Inspector's designee, may verify the Member's information and signature on the outer envelope prior to the meeting at which Secret Ballots are tabulated.

9.I. Except for the meeting to count the votes required above, an election may be conducted entirely by mail. Each ballot received by an Inspector(s) of Election within a properly completed outer envelope from a Member is deemed as a Member present at a meeting for purposes of establishing a quorum.

10.J. The inspector is responsible for collecting and storing all ballots in a secure manner that allows only the inspector or his/her designees access to the ballots. The sealed Secret Ballots at all times shall be in the custody of the Inspector at a location designated by him/her/them until tabulation of the vote is finalized, and until the time allowed by the

California Civil Code for challenging the election has expired, at which time custody may be transferred to the Association.

- K. All secret ballots must be legible and clearly marked. If a Secret Ballot is marked to cast more votes than the maximum number of votes allowed for an election, the Secret Ballot will be used for quorum purposes only and shall not count towards the vote.

X. Registration of Members in Person

- A. A Member who chooses to vote in person at a meeting of the Members or Board must present himself or herself at the registration table area at the meeting to submit his or her ballot.
- B. If a Member has lost or misplaced his or her voting materials, the Member can request replacement voting materials at the registration table area at the meeting of the Members or Board. For elections by Secret Ballot, the Inspector or the Inspector's designee may request photo identification from the Member to confirm the Member's identity.
- C. When voting in person at a Member or Board meeting, in order for a Member's vote to count, the Member must comply with all of the procedures and requirements contained in these Election Rules.

XI. Preparing for Counting the Votes

- ~~1. The Association shall, under the guidance of the Inspector, prepare and deliver to the Inspector the required Batch Identification Envelopes, Count Sheets and Tabulation Envelopes.~~
- ~~2. The Association shall designate a room for counting ballots. The number of tables and arrangement of the room shall be determined by the Inspector. Each table shall be identified with its own number and shall have the following supplies:
 - ~~1. four chairs~~
 - ~~2. two pencils~~
 - ~~3. two calculators~~
 - ~~4. one box for the counted ballots~~~~
- ~~3. The Inspector shall arrive with ballots sealed in their outer envelopes and separated into two groups: those that the Inspector has determined to be "valid", which shall have been clearly marked with the Inspector's designation for valid ballots, and those that the Inspector has determined to be "challenged", which shall have been clearly marked with the Inspector's designation for Challenged ballots. The Inspector shall inform the observers as to their rights and responsibilities and shall inform the Counting Volunteers as to their procedures and duties.~~
- ~~4. The Inspector shall open the Outer Envelopes, remove the Inner Envelopes, open the Inner Envelopes and remove the ballots in any order of the Inspector's choosing. The Inspector~~

shall ensure that all envelopes have been emptied of their contents. The ballots shall be combined into Batches of 25 in preparation for delivery to Count Tables.

5. ~~The Inspector (or the Inspector's designee) shall randomly select 4 volunteer vote counters to comprise a "Count Team" for each table. Each member of the Count Team shall have a designated task. Each Count Team shall have:~~
 - ~~One (1) vote Reader~~
 - ~~One (1) vote Verifier, and~~
 - ~~Two (2) vote Tabulators~~

XII. Counting the Votes

1. ~~The Inspector shall deliver Batches to each Count Table.~~
2. ~~The Reader shall pick up one ballot at a time and read the name of each of the candidates who received a vote on that ballot in a manner such that Team Tabulators will be able to accurately record each vote, and then hand the ballot to the Verifier.~~
3. ~~The Verifier shall check the ballot being read and confirm that the Reader has read it correctly. After the ballot has been read, the Verifier shall place it face down on the table.~~
4. ~~The two tabulators shall each record in the first row of their own count sheet, votes for each candidate as read by the Reader and checked by the Verifier. When each Batch has been read in this manner, the Verifier shall insert it into a Batch Identification envelope marked with the table number and Batch number.~~
5. ~~After four Batches have been completed, the Verifier shall place them in the Tabulation Envelope and mark it with the table # and vote count of the four envelopes it contains. The Tabulators shall then start a new count sheet.~~
6. ~~The Inspector shall pick up the Tabulation Envelope and deliver One (1) or more Batches of ballots and their Batch Identification Envelopes, together with two (2) new Tally Sheets and a new Tabulation Envelope.~~

XI. Election Notices and Verification of Lists

- A. At least 30 days before the ballots are distributed, the Association must provide general notice (or individual notice to a Member who requested it) which includes:
 1. The date, time and physical address to mail or hand deliver ballots to the Inspector(s);
 2. The date, time and location ballot counting meeting; and
 3. A list of candidates to appear on the ballots.
- B. At least 30 days before the voting deadline, the Inspector(s) of Election must deliver, or cause to be delivered, the election operating rules to all Members. Such rules may be delivered (1) by individual delivery (Civil Code §4040) or (2) by posting the rules on an internet website and including the website address (URL) on the ballot with the phrase, in at least 12-point font: "The rules governing this election may be found here:"

C. The Association must permit Members to verify the accuracy of their individual information on the candidate registration list and the voter list at least 30 days before the ballots are distributed. The Association or Member must report any errors or omissions to either list to the Inspector(s) of Election who must make the corrections within two business days. Reports of any errors or omissions should be made early enough to allow for corrections to be made before the ballots are distributed.

XIII.XII. Automatic Recount Procedure; Tiebreaker

- 1.A. If, after all of the votes have been counted, the difference between the Candidate elected with the fewest votes and the Candidate not elected with the most votes is 1% or less than the total number of votes between those two Candidates, then there shall be an Automatic Recount.
- 2.B. The Inspector shall announce that a recount will occur and, after a short rest break, the recount shall commence. No volunteer Counters shall recount the same ballots that they counted in the first vote count. If the same volunteer counters participate in the recount, they shall retain the same roles they had originally.
- 3.C. The Automatic Recount shall follow the same procedures as the first counting of the votes.
- 4.D. If, after the automatic recount, a tie remains for the last available Director's seat, those Candidates shall attempt to decide amongst themselves which candidate shall be elected. If they cannot decide amongst themselves which candidate is to be elected, the decision shall be made by a coin toss.

XIV.XIII. Replacement Ballots

- A. If a Member has not yet voted and lost or misplaced his or her voting materials, the Member may obtain replacement voting materials at the Association office on or before the final day of voting. For elections by Secret Ballot, the Association may request photo identification from the Member to confirm the Member's identity.

XV.XIV. Election Results

- 1.A. The tabulated results of the election shall be promptly reported to the Board, shall be recorded in the minutes of the next meeting of the Board, and shall be available for review by Members of the Association.
- 2.B. Within fifteen (15) days of the election, the Board shall give general notice of the tabulated results of the election, in accordance with the requirements of the California Civil Code.

XVI.XV. Right to Inspect or Review Ballots

- A. The Inspector or Inspectors of Elections shall, upon written request, make the ballots available for inspection and review by a Member or the Member's authorized

representative. Any inspection or review by a Member or Member's authorized representative shall be conducted in a manner that preserves the confidentiality of the vote.

~~XVII.~~XVI. **Requested Recount or Challenge to the Election Process**

- ~~1.~~A. The time-period in which a Member may challenge an election shall be five (5) days as set forth in the California Elections Code section 15620.
- ~~2.~~B. Any request for a recount must be made in writing and received by the Association within the time-period set forth above.
- ~~3.~~C. The Member or Members who made timely requests for a recount shall be responsible for all costs and expenses related to such recount, including the costs of giving notice to the candidates and the membership at large of the time and place of the recount. The Association shall provide an estimate of the costs and expenses of the recount to the requesting Member or Members. Such estimated sum shall be deposited with the Association prior to the recount. If the recount changes the outcome of the election, the monies deposited shall be returned to the requesting Member or Members who paid the deposit. If the recount does not change the outcome of the election, any funds deposited in excess of the actual costs of the recount shall be refunded to the Member or Members who paid the deposit.
- ~~4.~~D. Any recount shall be conducted in a manner that preserves the confidentiality of the vote and shall be conducted using the same procedures as the original count described in these Election and Voting Rules.

~~XVIII.~~XVII. **Use of Association Funds for Campaign Purposes**

- ~~1.~~A. Association funds may not be used for campaign purposes in connection with any Association election except to the extent necessary to comply with the duties of the Association imposed by law. "Campaign purposes" include, but are not limited to, the following:
 - 1. Expressly advocating the election or defeat of any Candidate.
 - 2. Including the photograph or prominently featuring the name of any Candidate on a communication from the Association or the Board, excepting the ballot, ballot materials, or a communication that is legally required, within thirty (30) days of an election; provided, however, this is not a campaign purpose if the communication is one for which the California Civil Code requires that equal access be provided to another Candidate or advocate.
- ~~2.~~B. Unless otherwise provided by the California Civil Code, the foregoing restrictions on the use of Association funds for campaign purposes shall apply only to the election and removal of Directors.

XVIII. Electioneering

A. Candidates, Members, and residents, including their tenants, families, employees, agents, visitors, licensees, or servants are prohibited from engaging in any of the following activities:

1. Causing any printed campaign or other election related materials to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, or windows, (3) mail boxes or mail box structures, (4) or any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management;
2. Attempt to solicit either a vote or proxy from another Member, or their power of attorney, through deceit, harassment, intimidation, improper influence, undue coercion, or force;
3. Attempt to prevent a Member from casting a vote or delegating their right to vote via proxy through deceit, harassment, intimidation, improper influence, undue coercion, or force;
4. Interfere with the counting or tallying of votes;
5. Solicit the vote of a Member while in that Member's immediate presence or residence and during the time he or she knows the Member is voting;
6. Induce other Members to divert ballots away from the Inspector(s) of Elections;
or
7. Interfere with any candidate's ability to distribute authorized campaign materials.

B. Report Violations. Members are encouraged to report any electioneering violations they witness to the Board or management.

C. Fines. The Board is permitted to levy a fine of up to \$100 for each violation of this section.

XIX. Distributing Information

A. Reasonably distributing and circulating information for any purposes described by Civil Code §4515, is permitted and restricted as follows:

1. Members or residents may distribute or circulate printed information for purposes specified in Civil Code §4515 to other Members or residents by (1) mail, (2) placing printed materials under front doors, front door mats, and/or behind screen doors, and (3) handing out printed material in the common area to Members and residents willing to accept such materials. The handing out of materials in the common area may be conducted only between the hours of 9:00 a.m. and 9:00 p.m.
2. Member and residents may not cause any printed materials, including those for any purposes specified in Civil Code §4515, to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, windows or other surfaces, (3) mail boxes or mail box structures, (4) or in any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management.
3. Members and residents distributing and circulating printed materials permitted in these rules, such as those left at front doors or in other permissible locations in

the development, are responsible to collect and discard any such materials that remain uncollected after twenty-four (24) hours from distribution or circulation.

XX. Petitions

- A. The purpose of the petition for a membership meeting must be set forth in the petition so Members know what they are signing. Meetings may only be called for a proper purpose.
- B. Only Members may sign petitions. The Association may validate signatures by comparing them against signatures on file with the Association or by contacting signers to verify their signatures. Any person on title to a property can sign on behalf of the property but it counts only once. For example, if there are ten owners on title for one unit, all of whom sign a petition, it counts as one signature not ten.
- C. A petition can be rendered invalid if a sufficient number of signatures are found invalid or rescinded for good cause (such as fraud, mistake, undue influence or other valid grounds for rescission), such that the number of remaining signatures falls below 5% of total voting power of the membership.
- D. The date of the special meeting must be set by the Board and must be no less than thirty-five (35) nor more than ninety (90) days from receipt of the request. Notice of the date must be given to the membership no more than twenty (20) days after receipt of the petition.
- E. Recalls are not permitted to be started against the Board as a whole or any individual Director if: (a) the Board or Director has held office during the current term for less than ninety (90) days; (b) a recall election has been determined in the Board's or Director's favor within the last six (6) months; (c) for the recall of a Board, when an annual meeting will be held within six (6) months or less or (d) for the recall of individual Directors, when their term will end within six (6) months or less. Additionally, if a recall of the entire Board fails, a six (6)-month waiting period must be observed before recall petitions may be filed against individual Directors who served on that Board.

[End of Document]

November 19, 2019

Members of Oakmont Village Association

Re: Proposed Election and Voting Rules attached for Member Review and Comment

At the November 19, 2019 Board meeting, the board approved the proposed election and voting rules revision (in concept) and member review and comment prior to approval by the Board, which is scheduled for the December 17, 2019 Board meeting. The redlined version of the current 2018 election rules has been posted at the Berger building bulletin board pursuant to Civil Code 4360 and 4045 and are also posted in the December 1, 2019 edition of the Oakmont News.

The purpose and effect of the proposed rules is to conform to the law and to provide the Board and Association Members with clear election policies and procedures, particularly in light of recent changes to the law by Senate Bill 323. Senate Bill 323 takes effect on January 1, 2020 and requires all community associations to make changes to their election rules.

The Board will consider your timely written comments and open forum comments before voting on whether to adopt these rules at the open Board meeting, scheduled for Tuesday December 17, 2019 at 1:00 PM which will be held in the Berger Center, 6633 Oakmont Drive, Santa Rosa, CA 95409. You may forward any comments you have about the proposed rules to the Board any time prior to the proposed meeting to discuss the rule revision. Only those written comments received prior to December 17, 2019 or comments made at the meeting's open forum will be considered by the Board in their voting process. Mail or email your comments to askova@oakmontvillage.com or Kevin@Oakmontvillage.com or mail them to Oakmont Village Association, C/O Kevin Hubred, 6637 Oakmont Drive, Suite A, Santa Rosa, CA 95409.

Thank you for your understanding and cooperation in this important endeavor.
For the Board of Directors,

Kevin D. Hubred, GM

Enclosure(s): Proposed Election Rules

CETC RESOLUTION
December 17, 2019

Person Submitting: Marianne Neufeld

Date Submitted: December 17, 2019

Resolution Content:

Whereas, it is CETC's mission to promote transparency and the OVA Board is committed to transparency, and

Whereas, the Bylaws Review Committee was tasked to review OVA Bylaws and spent months reviewing the Bylaws and presented suggested changes to the Board, and

Whereas, the BRC's suggested changes were given to OVA counsel for review; counsel suggested a rewrite of OVA Bylaws and presented a form of Bylaws to consider; and

Whereas, an executive committee of three board members was appointed to review the new Bylaws and integrate BRC's suggested changes; and

Whereas to be more inclusive and transparent, it is recommended that Hugh Helm and Joe Henderson, members of the BRC, join the Executive Committee to integrate suggested changes to the Bylaws into the Bylaws and rename the committee an ad hoc vs an executive committee to accommodate this change.

RESOLVED: That two members of the BRC, Hugh Helm and Joe Henderson be appointed and included with the three Board members to integrate the changes submitted by the BRC into OVA Bylaws and Rename the committee "ad hoc" vs executive committee to accommodate the change.

Fiscal Impact: None

Documents Attached: None

2020 Insurance Renewal Resolution

December 17, 2019

Person Submitting: Kevin Hubred

Date Submitted: December 13, 2019

Resolution Content:

Whereas, the Associations insurance policies renew in January 1, 2020, and

Whereas, the Association has received quotes for insurance through our broker, Cline Insurance for general liability, auto coverage, commercial umbrella, D&O coverage, fiduciary, earthquake and flood, and

Whereas the Association has approved the following budgeted amounts for each category,

Insurance	2020 Budgeted	Cline Proposal
Fiduciary Policy	\$404	\$404
Volunteer Policy	\$300	\$300
Vehicle Policy	\$2,000	\$1,701
EQ Policy (& Flood)	\$55,800	\$66,410*
D&O Policy	\$30,370	\$30,400
Fidelity Policy	NA	NA
Umbrella Policy	\$9,800	\$11,577
Package Policy	\$59,000	\$45,904
Cyber, Equipment, Events & Admin	\$440	\$436
Total	\$158,114	\$157,132

(*) Please see Earthquake and Flood Insurance Options

Be it Resolved:

RESOLVED: The Board approves the Cline Insurance Proposal in the amount of \$157,132 with funds allocated from the Operating Account.

Fiscal Impact: \$

Documents Attached: Cline Insurance Proposals

PREMIUM SUMMARY

Prepared for Oakmont Village Association

Please indicate your acceptance/ rejection of each line of coverage by initialing in the right-hand columns.

DESCRIPTION OF COVERAGE	PREMIUM <i>(may include fees/tax)</i>	Please Initial (Each Line)	
		Accept	Reject
Association Common Property (\$23,750,104) GUARANTEED REPLACEMENT COST \$10,000 Deductible	\$ 45,904		
Equipment Breakdown (\$23,750,104) \$10,000 Deductible	Incl.	_____	_____
General Liability (\$1,000,000 / \$2,000,000)	Incl.	(Initials)	(Initials)
Scheduled Auto Coverage (\$1,000,000) \$500 Comprehensive Ded. / \$1,000 Collision Ded.	\$ 1,701 ¹	_____	_____
Commercial Umbrella (\$15,000,000) Excess of GL, HNOA and EL	\$ 11,577	_____	_____
D&O + Employment Practices Liability (\$1,000,000) \$150,000 D&O Retention; \$75,000 EPLI Retention	\$ 30,400	_____	_____
Volunteer Accident (\$100,000) No Deductible	\$ 300 ²	_____	_____
Fiduciary Liability (\$1,000,000) No Deductible	\$ 404 ³	_____	_____
Cyber Liability/ Data Breach (\$100,000) \$2,500 Deductible	\$ 436	_____	_____
Choose One	Earthquake & Flood (\$25,996,490) 10% EQ Deductible; 5% Flood Deductible	\$ 69,094.90	_____
	Earthquake & Flood (\$25,996,490) 10% EQ Deductible; 10% Flood Deductible	\$ 66,410.40	_____
	Earthquake ONLY (\$25,996,490) 10% EQ Deductible	\$ 61,041.40	_____
	Earthquake ONLY (\$25,996,490) 15% EQ Deductible	\$ 47,722.15	_____
TOTAL PREMIUM:	<i>as per your selections above</i>	(\$138,444.20 - \$159,816.90)	

Does NOT include Liquor Liability, Fidelity/ Crime or Workers Compensation insurance.

¹Pricing includes **Full Pay discount** – direct bill by Allstate; **full premium must be received before 1/01/2020.**

²Direct bill by Philadelphia; **please pay before 1/01/20.**

³Installment 2 of 3, based on a 3-year policy term (1/01/2019-1/01/2022), direct bill by Travelers.

Expiring Premium (2019): \$151,165

Signature Required

I/We accept the options as indicated above.

Please Renew Coverage effective

January 1, 2020

Signature: _____ Title _____ Date _____

*Please note that 25% of the premium plus all taxes & fees may be fully earned in the event of early cancellation. In addition, the carrier may be entitled to a Short Rate Cancellation Penalty which is equivalent to 10% of the *unearned* premium.

Kevin

From: AJ Scott <aj@clineagency.com>
Sent: Monday, December 9, 2019 5:58 PM
To: Kevin; Dawn McFarland
Cc: Adrianna Belan
Subject: Oakmont Village Association - Insurance Renewal (1/01/2020)
Attachments: OVA Renewal Proposal 2020.pdf; OVA Cyber Comparison + Info.pdf; OVA EQ+Flood Marketing Report 2020.pdf

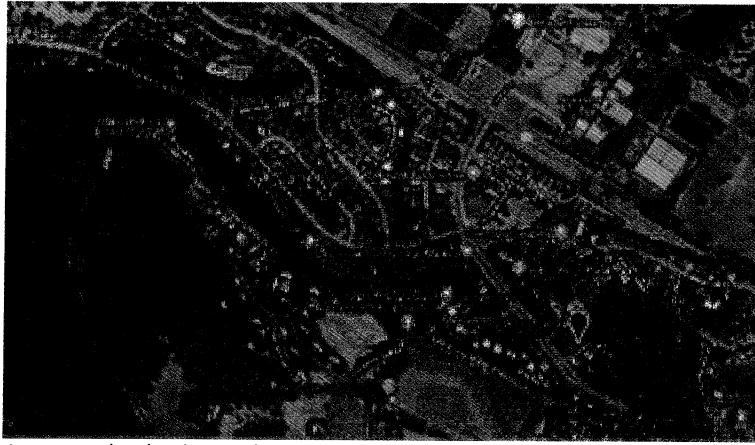
Importance: High

Dear Kevin & Dawn,

Thank you again for your patience in awaiting this information! I'm so grateful to you both for all your help as we've been working on Oakmont's insurance renewal. Please review the attached proposal and do not hesitate to contact me with any questions!

Here are some notes/ comments regarding this year's renewal:

- As you can see, the Master Policy (Property + General Liability) premium went down considerably this year! AND it now includes Equipment Breakdown, which means we can discontinue the stand-alone Equipment Breakdown policy through Travelers... which adds up to a **combined savings of \$8,839**. This is great news. The reason for the decrease is because the carrier filed a new "Property Enhancement" endorsement which includes a bundle of important coverages, which we had previously negotiated separately, at a single, lower cost. Happily, some of these coverages have even increased: the Association now has *more* coverage for Debris Removal, Ordinance or Law, Outdoor Property (Landscaping), and Sewer/ Drain Backup.
- I'm sorry to report that the Umbrella premium did increase this year, from \$9,337 to \$11,577. We shopped that coverage to four other markets in an effort to obtain terms closer to expiring (and to see if we could locate an umbrella carrier willing to go over the D&O), but unfortunately, we couldn't locate a replacement anywhere near this price level. Once the Heyman claim is closed and there is a little more distance from the troubled 2017-2018 loss years, I'm confident we will be able to get the D&O restored to the schedule of underlying policies on the umbrella, but for now, excess D&O (if desired) would have to be placed on a stand-alone basis. Please let me know if the Board wishes to review quotes for this.
- Regarding the D&O policy, you will see that both the pricing and terms are flat (neither a lower premium nor deductible, despite our earlier indication that one of these would be available). This is due to the golf course acquisition and the formation of the new C Corp: per the underwriter, **"Renewal terms are attached, which are flat per expiring. I was going to offer one of the two options noted previously; however, the creation of a for profit entity to purchase a golf course is a material change in exposures. That being said, no need to charge an additional premium to extend and/or cover it, but I am not willing to offer a decrease while taking on more exposure."**
- **PLEASE ADVISE:** With respect to Oakmont's Cyber Liability insurance, we have a new market for this coverage called Coalition – their quote is about \$200 more than Travelers', but please review the attached Comparison document and be sure to take a look at the risk assessment they prepared for OVA, which is enclosed in that PDF. Travelers' Cyber product is very good, but this company is next-level! If you think the Board will prefer this more robust and specialty option, despite the higher premium (and if you are willing to complete *another* Cyber application ☺), please let me know, and I will update our proposal accordingly.
- Finally, the Big One: Earthquake and Flood. I'm sorry to report that we are seeing ever-increasing upheaval in the catastrophe insurance market, as I had previously described in my 9/03 "budgeting indications" email. Market conditions have continued to deteriorate, and Oakmont actually had an additional, unforeseen hurdle this year, with respect to your Flood insurance. The risk models which map flood exposure were recently updated, and they now show much of OVA's property located in a higher risk zone than previously (see red-orange swath below):



As a result, the incumbent carrier can no longer offer the flat \$50,000 per occurrence Flood Deductible. I am so sorry for this news. The lowest they can offer is 5%, and the pricing has increased substantially. Please review the four (4) options provided in the attached proposal (we have offered renewal options *with and without* Flood, and at multiple deductibles), and let me know if some other combination is desired (i.e. a 12.5% EQ Deductible and a 10% Flood Deductible, etc. – there are *many* possible combos, but the options offered should give the Board a sense of the pricing we're looking at for 2020). I'm including our Marketing Summary, in case they are interested in reviewing our shopping efforts for this coverage.

Due to the large price increase this year, we have kept the values static for the purposes of this initial quote (carriers tend to be more willing to *raise* them after-the-fact than to *lower* them), but we do generally recommend an average increase of 4% from year to year, to keep pace with inflation. This said, please let us know the Board's preference for this year, and we'll act at their direction.

- Both Cline Agency and our wholesale partner have waived all broker fees this year to off-set this increase (these were modest – just \$400 total – but we figured, every little bit would help!). And, the good news is, even at the *most* expensive EQ+Flood renewal option, we're still over \$1,000 *under* my Budgeting Indication from September! Phew!!! That's cutting it much, much closer than I would prefer, but again, we're happy to mock up any other deductible combination the Board wants to see on the EQ+Flood policy; just let me know.

I know this is a LOT of information to digest, so again, please call me with any questions or to discuss! Also, please note that aside from the D&O policy, this renewal proposal does NOT yet contemplate the golf course acquisition – when that process is nearing completion, please keep in mind that we will need the following items in order to update the Master Policy to contemplate that additional exposure:

1. A copy of the contract between OVA/ OVPC and the third party manager
2. A certificate of insurance from the third party manager, naming OVPC *and* OVA as additional insureds

An additional premium may apply under the Master and/or Umbrella policies, so please keep us posted as this purchase moves forward.

If the Board wishes to renew coverage as proposed, please **sign/ date pages 6, 7, 11, 14 & 16 of the "Proposal" PDF attachment**, and return those five (5) signed pages to us via email or fax **by Friday, 12/27** at the latest. (Or again, let me know if any changes are desired before signing!)

Thank you both, again! Please remind the Board that I am at their service, should they ever wish to discuss insurance matters personally – I'm a very short and easy plane ride away, and I'm willing to make the trip any time. (Any excuse to visit Sonoma County is always welcome in my life!)

Wishing you a great rest of your week ahead,
AJ



AJ SCOTT, CPCU, CIRMS
Assistant Vice President | CA Lic. #0F38885
www.ClineAgency.com

Toll Free:
Fax: (800)
12400 Wil
Los Angeles

This email (and any attachment) contains only a general description of coverage and is not a statement of contract. For a IMPORTANT: We are not attorneys. The information contained in this message is intended to inform, but does not constitute legal advice. Please consult your legal counsel for an opinion on any issue addressed in this correspondence. This transmission contains information that may be confidential or privileged, and is intended only for the recipient identified above. If you received this transmission in error, please

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Master Insurance Renewal Proposal
Prepared For:

Oakmont Village Association
December 9, 2019

MASTER POLICY COVERAGE

COMMERCIAL PROPERTY COVERAGE**Deductible – \$10,000****Special Form / NO Coinsurance****Location:** Multiple including 310 White Oak Drive, Santa Rosa, CA 95409 (3,166 units)**BLANKET Building & Other Structures Limit:** **\$23,750,104** **Guaranteed Replacement Cost**

Includes cabanas, recreation courts and fixtures, pool houses, gates, gate houses, storage sheds, shelters, mailboxes, gazebos, pump houses, fences, walkways, roadways, other paved surfaces, outdoor fixtures, outdoor swimming pools, flagpoles, light poles, fountains, outside statues, detached signs, temporary seasonal structures and freestanding walls.

BLANKET Business Personal Property Limit: **INCLUDED** **Guaranteed Replacement Cost**

Located in or on the building or structure or in the open within 1,000 feet of the described premises

BLANKET Business Income/ Extra Expense: **Actual Loss Sustained** – 72-hour Waiting Period**INLAND MARINE** Limit (Scheduled Equipment): **\$84,500** (\$2,500 Deductible) **Actual Cash Value**

Includes Electronic Data Processing (EDP) Equipment (\$51,000) and Miscellaneous Scheduled Equipment: 2016 TORO Mower (\$17,500) and 2016 ParCars Advanced EV 48 A/C Drive (2) (\$8,000 each; \$16,000 total).

Additional Coverages:

- Bridges, Bulkheads, Dock, Piers, Retaining Walls & Wharves: Included
- Certified Acts of Terrorism: Included
- Debris Removal: **\$500,000**
- Foundations: Included
- Pollutant Cleanup & Removal: \$100,000
- Ordinance of Law: Coverage A (Loss to Undamaged Portion) – Included in Building Limit; Coverages B&C Combined (Demolition & Increased Cost of Construction) – **\$3,000,000** (Annual Aggregate)
- Outdoor Property (Landscaping): **\$250,000** per occurrence/ \$5,000 any one tree, plant or shrub
- Sewer, Drain or Sump Backup: **Included**

Special Form coverage insures your property for risk of direct physical loss or damage by any peril not explicitly excluded in policy language. Guaranteed Replacement Cost valuation means that the carrier will pay a claim without deduction for depreciation, regardless of stated limits. Exclusions include Earthquake and Flood; Coverage for Trees, Shrubs, Plants and Lawns applies on a Named Perils basis; *additional exclusions apply per policy forms*.

EQUIPMENT BREAKDOWN – NOW INCLUDED IN MASTER POLICY**Deductible – \$10,000 PD; 72 hours BI**

Property Damage (PD):	\$ 23,750,104	Includes Buildings & Contents
Business Income (BI):	Actual Loss Sustained	
Extra Expense:	\$ 100,000	
Data Restoration:	\$ 25,000	
Expediting Expense:	\$ 25,000	
“Fungus”, Wet Rot, Dry Rot, Bacteria:	\$ 15,000	
Hazardous Substances:	\$ 25,000	
Off Premises Equipment Breakdown:	\$ 10,000	
Service Interruption:	\$ 25,000	

Coverage for loss due to mechanical or electrical breakdown of nearly any type of equipment, including elevators, air conditioning units, and countless others. Coverage applies to the cost to repair or replace the equipment and any other property damaged by the equipment breakdown. Resulting extra expense loss is covered as well. Policy includes Joint Loss Agreement, New Generation Valuation, Specified Perils Elimination, Green Coverage Enhancements. Exclusions include Business Income, Ordinary Payroll, Diagnostic Medical Equipment; additional exclusions apply per policy forms.

Continued, Next Page...

MASTER POLICY COVERAGE (CONTINUED)

GENERAL LIABILITY

Deductible – NONE

Each Occurrence (<i>Bodily Injury or Property Damage</i>)	\$	1,000,000
General Aggregate	\$	2,000,000
Products & Completed Operations	\$	2,000,000
Personal & Advertising Injury (<i>Any One Person/Org</i>)	\$	1,000,000
Damage to Premises Rented (<i>Any One Premises</i>)	\$	300,000
Medical Expense (<i>Any One Person</i>)	\$	5,000

Extends Automatic Coverage to Property Manager and/or Company

*Includes **Condominium Financial Management (CFM)** as Additional Insured as required by contract**

*Includes **SRJC** as Additional Insured as respects the Osher Lifelong Learning classes held on OVA premises**

*Includes **KBJ Properties, LLC (landlord)** as Additional Insured as respects the leased office at 6637 Oakmont Dr.*

*Includes **CalTrans** as Additional Insured as respects the leased parcels at Hwy-12 & Oakmont Dr.*

It is our understanding that these parties have consented in writing to a **mutual hold harmless agreement*

Protects the Association against sums that you become legally obligated to pay as damages because of bodily injury or property damage to which the insurance applies. This policy has the right and duty to defend you against any suit seeking these damages. Exclusions include expected or intended injury, contractual liability, liquor liability, workers comp and similar laws, pollution, aircraft, auto (except HNOA, if purchased) or watercraft, mobile equipment, war, damage to property; per policy forms.

COMMERCIAL AUTO

Deductible – None for Liability; \$500 Comprehensive/ \$1,000 Collision

Liability	\$	1,000,000	scheduled, hired, non-owned autos (7, 8, 9)
Medical Payments	\$	5,000	each insured – scheduled autos (7)
UM (<i>Uninsured Motorist</i>)	\$	1,000,000	combined single limit – scheduled autos (7)
UIM (<i>Under-insured Motorist</i>)	\$	1,000,000	combined single limit – scheduled autos (7)
Comprehensive	Included; See Vehicle Schedule, below		
Collision	Included; See Vehicle Schedule, below		

Vehicle Schedule:

- 1) 2016 Nissan Frontier – IN6BD0CTIGN777333; Original Cost When New: \$25,099

COMMERCIAL UMBRELLA/ EXCESS LIABILITY

Retention – NONE

Per Occurrence/Limit **\$ 15,000,000**

Higher limits are available and recommended. Please advise if desired.

Acts in Excess of the General Liability, Hired/ Non-Owned Auto and Employers Liability coverages

D&O is excluded from the underlying coverages, due to loss experience

Provides added protection over and above the general liability, hired & non-owned auto liability, directors & officers liability, and employers liability limits of insurance. Coverage is afforded to protect (defend and indemnify) the Association against being underinsured whenever a large liability loss occurs.

Subject to no material changes in exposures or operations and no underlying liability losses over \$50,000.

IMPORTANT: *The Davis-Stirling Act of the CA Civil Code stipulates that community associations with more than 100 units must maintain at least **\$3,000,000 per occurrence** in general liability limits in order to be privy to its protections. At minimum, a \$2M commercial umbrella policy is necessary to satisfy this requirement, and higher limits are available (and recommended) for additional protection. Please advise if any alternate limit options are desired.*

Continued, Next Page...

OFF-LINES INSURANCE COVERAGE

DIRECTORS & OFFICERS + EMPLOYMENT PRACTICES LIABILITY

Claims-Made Coverage; Prior & Pending Litigation Date: 1/01/2019

Retentions – \$150,000 D&O; \$75,000 EPLI

Per Occurrence/Limit **\$ 1,000,000**

Important Coverage Notes:

- Defense Costs are **INSIDE** the Policy Limits
- EPLI Coverage **includes Third Party Liability** Coverage
- Excludes Prior Acts (allegations pertaining to wrongful acts that occurred prior to 1/01/19)
- Fully Non-Rescindable Coverage
- Defense for Wage & Hour Claims sub-limited to \$100K (subject to \$75K retention)
- Defense for Non-Monetary Claims sub-limited to \$100K per occ./ \$300K aggregate (subject to \$150K retention)
- Workplace Violence Sub-Limit: \$250,000

Renewal pricing contemplates the creation of a for-profit subsidiary entity to purchase the Oakmont Golf Course, which represents a material change in exposure. The underwriter has agreed not to charge an additional premium for this, but in exchange they are unable to discount the D&O pricing or deductible as previously offered.

Protects prior and current Board members, as well as the Association, from damages and defense costs resulting from **wrongful act** allegations and lawsuits. Exclusions include Sexual Abuse, Bodily Injury & Property Damage, Builder/Developer, Lien or Foreclosure Disputes, Prior Acts (prior to 1/01/19), per policy forms.

VOLUNTEER ACCIDENT

Deductible – NONE

Accidental Medical Expense Benefits	\$ 100,000	Maximum
Scope of Coverage	Full Excess	
Accidental Death Benefit	\$ 25,000	
Accidental Dismemberment Benefit	Up to \$50,000	

Based on/ Subject to no more than 100 Volunteers (this policy was written with the intent to cover volunteers conducting a research study which would involve interviewing people in their homes)

Please review the policy for the full schedules of Covered Losses, Expenses & Benefits. Loss must occur within 365 days of the Covered Accident. Eligible Persons include all registered Volunteers of the Policyholder. Covered Activities include participation in and attendance at all volunteer activities supervised and sponsored by OVA. Overnight supervised and sponsored activities with duration of over 7 days and related travel are NOT covered. Please consult the policy for a complete listing of coverage terms, conditions, limitations and exclusions.

FIDUCIARY LIABILITY

Retention – NONE

Fiduciary Liability Limit	\$ 1,000,000	
Settlement Program <u>Sub-Limit</u>	\$ 100,000	for each Settlement Program Notice
HIPAA <u>Sub-Limit</u>	\$ 25,000	

Sub-Limits are included within, and not additional to, the Fiduciary Limit of Liability

***For Year 2 of 3 of the current 3-year policy term (2019-2022).**

Continuity Date: 4/01/2008 / Prior & Pending Proceeding Date: 4/01/2008

Protects ERISA fiduciaries from the financial liabilities associated with their role in managing an employee benefit plan. Fiduciary Liability insurance not only covers administrative errors & omissions (such as handling records, enrolling/ terminating/ cancelling employees under any plan, interpreting plan benefits) but also potential personal liability for a breach of a fiduciary duty in connection with an employee benefit plan. Claim scenarios might include a loss due to a delayed transfer balance, an administrator’s failure to monitor investments, etc.

Continued, Next Page...

OFF-LINES INSURANCE COVERAGE

CYBER LIABILITY/ DATA BREACH – see alternate quote from Coalition**Deductible – \$2,500**

Policy Aggregate Limit	\$	100,000
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LIABILITY

Privacy & Security Liability	\$	100,000
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Regulatory Proceedings Liability	\$	50,000
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BREACH RESPONSE

Privacy Breach Notification	\$	50,000
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Computer & Legal Experts	\$	50,000
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Cyber Extortion	\$	50,000
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Data Restoration	\$	50,000
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Public Relations	\$	50,000
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Duty to defend form; defense inside the limits. In addition to the above, the Association will have access to a Breach Coach for a 30-minute consultation if you have a data breach event. Exclusions include Media Liability, Betterment, Crime and Business Loss Coverages, Accounting Costs, and others as fully described in the policy. Additional coverage and higher limits are available by endorsement; please advise if desired.

EARTHQUAKE & FLOOD COVERAGE

EQ & Flood Deductibles – SELECT BELOW; percentage deductible applies to the values at risk by building, by line of coverage, per occurrence

Policy Limit/ Total Insurable Values (TIV):	\$25,996,490	Replacement Cost
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Agreed Value; Values to be reported at 100% annual exposure – **Scheduled Property Coverage** for Common Area Elements as outlined in the enclosed Statement of Values. **Please alert us right away if additional property items should be included in this schedule, or if alternate values are needed/ desired.**

Conditions/ Subjectivities:

- Business Income/ Maintenance Fees coverage is subject to a monthly limit of indemnity of 50%
- Building Ordinance/ Code Upgrade sub-limits: Part A (Loss to Undamaged Portion): **Included**; Parts B&C Combined (Demolition & Increased Cost of Construction): up to **10%** of each building's stated value
- Subject to **Satisfactory Inspection & Company Approval**
- Special Form Underlying Property Coverage to be maintained at all times
- Subject to **Signed Application, Statement of Values and D-I (Surplus Lines) Disclosure**
- 25% of the premium plus ALL taxes/ fees are fully earned in the event of early cancellation. In addition, the carrier may be entitled to a Short Rate Cancellation Penalty, equivalent to 10% of the unearned premium.

Exclusions include Terrorism, Sprinkler Leakage (EQSL), Theft, Pollution, Contamination, Asbestos, Seepage, Mold; per policy forms. Please consult the policy for exact coverage terms, conditions, limitations & exclusions.

This proposal contains only a general description of coverage and is not a statement of contract. Please consult policies themselves for more detailed explanations of coverage terms, conditions, limitations and exclusions.

See Premium Summary, next page...

CARRIERS: **QBE INS. CORP.** (ADMITTED: A, XV) – PROPERTY, GENERAL LIABILITY, VOLUNTEER ACCIDENT
ALLSTATE INS. CO. (ADMITTED: A+, XV) – COMMERCIAL AUTO
NATIONAL SURETY CORP. (ADMITTED: A, XV) – COMMERCIAL UMBRELLA
RSUI INDEMNITY CO. (ADMITTED: A+, XIV) – D&O LIABILITY
TRAVELERS CASUALTY & SURETY CO. OF AMERICA (ADMITTED: A+, XV) –
 FIDUCIARY LIABILITY, CYBER LIABILITY/ DATA BREACH
UNDERWRITERS AT LLOYD'S (NON-ADMITTED (UK): A, XV), **ET AL** – EARTHQUAKE, FLOOD

PREMIUM SUMMARY

Prepared for Oakmont Village Association

Please indicate your acceptance/ rejection of each line of coverage by initialing in the right-hand columns.

DESCRIPTION OF COVERAGE	PREMIUM <i>(may include fees/tax)</i>	Please Initial (Each Line)	
		Accept	Reject
Association Common Property (\$23,750,104) GUARANTEED REPLACEMENT COST \$10,000 Deductible	\$ 45,904		
Equipment Breakdown (\$23,750,104) \$10,000 Deductible	Incl.	_____	_____
General Liability (\$1,000,000 / \$2,000,000)	Incl.	(Initials)	(Initials)
Scheduled Auto Coverage (\$1,000,000) \$500 Comprehensive Ded. / \$1,000 Collision Ded.	\$ 1,701 ¹	_____	_____
Commercial Umbrella (\$15,000,000) Excess of GL, HNOA and EL	\$ 11,577	_____	_____
D&O + Employment Practices Liability (\$1,000,000) \$150,000 D&O Retention; \$75,000 EPLI Retention	\$ 30,400	_____	_____
Volunteer Accident (\$100,000) No Deductible	\$ 300 ²	_____	_____
Fiduciary Liability (\$1,000,000) No Deductible	\$ 404 ³	_____	_____
Cyber Liability/ Data Breach (\$100,000) \$2,500 Deductible	\$ 436	_____	_____
Choose One	Earthquake & Flood (\$25,996,490) 10% EQ Deductible; 5% Flood Deductible	\$ 69,094.90	_____
	Earthquake & Flood (\$25,996,490) 10% EQ Deductible; 10% Flood Deductible	\$ 66,410.40	_____
	Earthquake ONLY (\$25,996,490) 10% EQ Deductible	\$ 61,041.40	_____
	Earthquake ONLY (\$25,996,490) 15% EQ Deductible	\$ 47,722.15	_____
TOTAL PREMIUM:	<i>as per your selections above</i>	(\$138,444.20 - \$159,816.90)	

Does NOT include Liquor Liability, Fidelity/ Crime or Workers Compensation insurance.

¹Pricing includes **Full Pay discount** – direct bill by Allstate; **full premium must be received before 1/01/2020.**

²Direct bill by Philadelphia; **please pay before 1/01/20.**

³Installment 2 of 3, based on a 3-year policy term (1/01/2019-1/01/2022), direct bill by Travelers.

Expiring Premium (2019): **\$151,165**

Signature Required

I/We accept the options as indicated above.

Please Renew Coverage effective

January 1, 2020

Signature: _____ Title _____ Date _____

*Please note that 25% of the premium plus all taxes & fees may be fully earned in the event of early cancellation. In addition, the carrier may be entitled to a Short Rate Cancellation Penalty which is equivalent to 10% of the *unearned* premium.



Billing Contact Information:

Agency Billing Contact: Cline Agency Insurance Brokers Phone: (800) 966-9566

Billing Email: AJ@timothycline.com

Billing Address: 12400 Wilshire Blvd., Suite 200 City: LOS ANGELES State: CA Zip: 90025

Loss Control

If your association qualifies, loss control will be ordered when bound. Continuance of the policy will be subject to a favorable loss control survey and compliance to recommendations, if any. Please provide association on-site contact information:

Association Contact Name: Dawn McFarland, Executive Assistant to General Manager Phone: (707) 539-1611

Billing Email: dawn@oakmontvillage.com

Signature Required

Accepted and Acknowledged By:

Insured Signature: _____ Print Name: _____

Date: _____ Date Coverage to be bound: 1/01/2020

Broker Signature:  Print Name: AJ Scott

CONTACT INFORMATION

CONTACT TYPE: Inspection		CONTACT TYPE:	
CONTACT NAME: Kevin Hubred		CONTACT NAME:	
PRIMARY PHONE # <input type="checkbox"/> HOME <input checked="" type="checkbox"/> BUS <input type="checkbox"/> CELL (707) 539-1611	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
PRIMARY E-MAIL ADDRESS: Kevin@oakmontvillage.com		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
	Multi Including 310 White Oak Dr.	<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input checked="" type="checkbox"/> OWNER <input type="checkbox"/> TENANT		OCCUPIED AREA: SQ FT
BLD #	CITY: Santa Rosa	STATE: CA		# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP: 95409			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:		# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:		# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:		# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

<input type="checkbox"/> APARTMENTS	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> MANUFACTURING	<input type="checkbox"/> RESTAURANT	<input type="checkbox"/> SERVICE	<input checked="" type="checkbox"/> Recreational Assn.	DATE BUSINESS STARTED (MM/DD/YYYY)
<input type="checkbox"/> CONDOMINIUMS	<input type="checkbox"/> INSTITUTIONAL	<input type="checkbox"/> OFFICE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> WHOLESALE		

DESCRIPTION OF PRIMARY OPERATIONS

Recreational Assn est. 1964 (Note: buildings constructed 1964-2009). Please review attached SOV & Photos.

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %
---	--	---

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER		
<input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	REFERENCE / LOAN #: LIEN AMOUNT:	INTEREST END DATE:			PHONE (A/C, No, Ext):		LOCATION:	BUILDING:	
		E-MAIL ADDRESS:			FAX (A/C, No):		VEHICLE:	BOAT:	
		ITEM CLASS:		ITEM:		AIRPORT:		AIRCRAFT:	
		ITEM DESCRIPTION							

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				N
<input type="text" value="PARENT COMPANY NAME"/>	<input type="text" value="RELATIONSHIP DESCRIPTION"/>	<input type="text" value="% OWNED"/>		
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				N
<input type="text" value="SUBSIDIARY COMPANY NAME"/>	<input type="text" value="RELATIONSHIP DESCRIPTION"/>	<input type="text" value="% OWNED"/>		
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				N
<input type="checkbox"/> SAFETY MANUAL <input type="checkbox"/> SAFETY POSITION <input type="checkbox"/> MONTHLY MEETINGS <input type="checkbox"/> OSHA <input type="checkbox"/>				
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				N
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				N
<input type="text" value="LINE OF BUSINESS"/>	<input type="text" value="POLICY NUMBER"/>	<input type="text" value="LINE OF BUSINESS"/>	<input type="text" value="POLICY NUMBER"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				N
<input type="checkbox"/> NON-PAYMENT <input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER <input type="checkbox"/>				
<input type="checkbox"/> NON-RENEWAL <input type="checkbox"/> UNDERWRITING <input type="checkbox"/> CONDITION CORRECTED (Describe):				
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				N
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				N
<input type="text" value="OCCUR DATE"/>	<input type="text" value="EXPLANATION"/>	<input type="text" value="RESOLUTION"/>	<input type="text" value="RESOLVE DATE"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				N
<input type="text" value="OCCUR DATE"/>	<input type="text" value="EXPLANATION"/>	<input type="text" value="RESOLUTION"/>	<input type="text" value="RESOLVE DATE"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				N
<input type="text" value="OCCUR DATE"/>	<input type="text" value="EXPLANATION"/>	<input type="text" value="RESOLUTION"/>	<input type="text" value="RESOLVE DATE"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				N
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				N
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				N
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				N

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Expiring Limit is \$25,996,490 with a 10% EQ Deductible, Flood at a \$50,000 Deductible. Please include deductible options, if possible.

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER: EQ+Flood
1920	CARRIER				Lloyds of London
	POLICY NUMBER				047500127797S01
	PREMIUM	\$	\$	\$	46,650.00
	EFFECTIVE DATE				01/01/2019
	EXPIRATION DATE				01/01/2020

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: 316023

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS						TOTAL LOSSES: \$	
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y / N	CLAIM OPEN Y / N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) AJ Scott	STATE PRODUCER LICENSE NO (Required in Florida) 0F38885
APPLICANT'S SIGNATURE	Signature Required	NATIONAL PRODUCER NUMBER 8941053

Statement of Values

Oakmont Village Association

Year Established: 1964

Multiple incl. 310 White Oak Dr.

No. of Bldgs: 8

Santa Rosa, CA

95409

Location	Coverage	Units	Bldg Area	Gar Area	Built
Central Recreation (310 White Oak Dr. & 6633 Oakmont Dr.)					
Asphalt incl. Streets & Lots	\$550,000				
Concrete incl. Sidewalks	\$800,000				
Shuffleboard Courts	\$61,600				
Pool & Spa incl. Equipment	\$280,000				<i>incl. pumps, filters, pool covers, etc.</i>
Pool Furniture	\$20,800				
Pool Cabana incl. Showers	\$80,640		600		1970
<i>1-story wood frame; roof replaced 1997; plumbing & electrical updated 2001</i>					
Comm/ Signage/ AV/ Security	\$273,246				<i>incl. access card entry system, signs, security cameras</i>
Fences & Gates	\$98,770				
Lights/ Poles	\$125,000				
Irrigation System incl. Backflows	\$41,766				
Landscaping	\$375,000				
Steel Bridge incl. Decking	\$50,000				
Bowling Green	\$224,000				<i>incl. railings, wood retaining edge & wall, etc.</i>
Bowls & Lawn Bowl Equipment	\$25,914				
Large Equipment Shed	\$2,029				
Small Equipment Sheds (2)	\$1,298				
Benches	\$20,000				
Tile Courtyard	\$103,500				
Berger Hall (Building)	\$4,921,704		10,797		1964
<i>1-story wood frame; includes dance floor, stage, movie screen, small kitchen (event venue)</i>					
<i>Roof replaced 1992; electrical, plumbing & HVAC upgraded 2002</i>					
Berger Hall Contents	\$244,140				<i>incl. PA system, AV & custodial equipmt, furniture, pianos (2)</i>
Activity Center (Building)	\$5,515,664		12,100		2007
<i>1-story wood frame; includes sauna, fitness room, locker rooms, learning center, library, meeting room, computer center, kiln room, arts & crafts room & storage areas; 100% sprinklered</i>					
Activity Center Contents	\$340,600				<i>incl. swimsuit dryers, lockers, AV equipment, kilns, exercise equipment, library shelving, books, furniture, etc.</i>
Computer Center EDP	\$26,000				<i>incl. computers, printers, projector, misc. equipment</i>
Computer Center Contents	\$14,040				<i>incl. desks, chairs, carts, etc.</i>
Maintenance Building	\$277,200		1,500		2006

1-story wood frame; includes office, restroom & storage areas

Maintenance Equipment	\$20,000	<i>incl. 2016 TORO Mower</i>
OVA Office TIBs	\$150,000	6637 Oakmont Dr. <i>100% sprinklered</i>
OVA Office EDP	\$25,000	<i>incl. fax/ phone/ cam, computers, printers, etc.</i>
OVA Office Contents	\$60,000	<i>furniture</i>
Underground Utilities	\$104,040	

West Recreation (6470 Meadowridge Dr.)

Asphalt incl. Streets & Lots	\$324,605	
Concrete incl. Sidewalks	\$411,707	
Pool & Spa incl. Equipment	\$280,000	<i>incl. pumps, filters, pool covers, etc.</i>
Pool Furniture	\$13,000	
Pool Cabana + Outside Shower	\$170,555	800 1977

1-story wood frame; roof replaced 2015; plumbing & electrical updated 2006-2010

Comm/ Signage/ AV/ Security	\$71,680	
Fences & Gates	\$54,101	
Lights/ Poles	\$67,085	
Irrigation System incl. Backflows	\$27,050	
Landscaping	\$75,000	<i>incl. Community Garden</i>
Tennis Courts (4)	\$134,400	<i>incl. pergola, french drain, drinking fountains</i>
Tennis Equipment & Furniture	\$10,400	<i>incl. furniture, benches, ball servers, etc.</i>
Bocce Ball Courts (3)	\$112,000	<i>incl. wood borders, railings, drinking fountain, etc.</i>
Bocce Storage Boxes & Shed	\$6,932	
Bocce Equipment & Furniture	\$8,138	<i>incl. benches, umbrellas, table, announcement sign</i>
West Rec Outdoor Property	\$9,100	<i>incl. picnic tables, BBQs, pop-up tents, trellises, etc.</i>
Restroom Building	\$56,243	250 2009
Retaining Walls	\$125,000	
West Recreation Building	\$2,917,376	6,400 1976

2-story wood frame; includes sauna, locker rooms, small kitchen, movie screen, meeting areas, ping pong room

Roof replaced 2014; plumbing & electrical upgraded 2015; HVAC updated 2003; 100% sprinklered

West Recreation Contents	\$53,950	<i>incl. lockers, swimsuit dryers, PA system, AV equipment, furniture, ping pong tables & equipment, etc.</i>
Underground Utilities	\$52,020	

East Recreation (7902 Oakmont Dr.)

Asphalt incl. Streets & Lots	\$275,914	
Concrete incl. Sidewalks	\$10,820	
Pool & Spa incl. Equipment	\$280,000	<i>incl. pumps, filters, pool covers, etc.</i>
Pool Furniture	\$11,544	

Outside Shower	\$5,410			
Comm/ Signage/ AV/ Sec/ Equipmt	\$79,520			<i>incl. Solar Equipmt, Pond Aerator, Well Pump</i>
Fences & Gates	\$81,151			
Lights/ Poles	\$40,214			
Irrigation System incl. Backflows	\$17,853			
Landscaping	\$75,000			
Tennis Courts (4)	\$134,400			
West Rec Outdoor Property	\$12,043			<i>incl. BBQs, patio furniture, benches, picnic tables</i>
Wood Dock w/ Concr. Pilings	\$7,926			
Wood Bridge	\$75,000			
OEPC Storage Room	\$6,708			
Retaining Walls	\$100,000			
East Recreation Building	\$3,236,464	7,100		1987
<i>2-story wood frame; includes conference room, billiards room, locker rooms, small kitchen</i>				
<i>Roof replaced 2012; HVAC & electrical updated 2005; plumbing updated 2018; 100% sprinklered</i>				
East Recreation Contents	\$182,208			<i>incl. billiards furniture & equipment, musical equipment, lockers, swimsuit dryers, furniture, PA system, AV equipment, etc.</i>
Underground Utilities	\$52,020			
Maintenance Fees	\$1,500,000			

Totals: \$25,996,488 3,166 39,547 0

I hereby reviewed and understand the above values.

Signature _____ Title _____ Date _____

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12400 Wilshire Blvd., Suite 200, Los Angeles, CA 90025 - TOLL FREE: (800) 966-9566 - FAX: (800) 736-3830

Insurer of Common Interest Developments (Owners Associations) and Building Owners throughout the West

IMPORTANT: We are not contractors/ construction experts. This Statement of Values reflects an *estimated* replacement cost, based on general information about your project. Building values are developed from models that use cost of construction materials and labor rates for similar buildings in your area. Other property values are estimated and should be carefully reviewed by you for adequacy. The actual cost to replace *your* building(s) and appurtenant property after a loss may be significantly different. Moreover, our appraisal software or other estimates may not contemplate the demand surge (sudden inflation) likely to accompany a catastrophic or widespread event, so we urge you to consider this possibility as you review your insurance limits. Our agency does NOT guarantee that these figures will be sufficient to replace/ rebuild your property after a loss. YOU are responsible for selecting appropriate coverage amounts/ limits, and we encourage you to consult a professional appraiser or licensed contractor for a more authoritative estimate. Higher coverage amounts are available for an additional premium, and we are always happy to adjust our quoted values at your direction, subject to carrier approval.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied.)

NOTICE:

1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.
5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF

APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

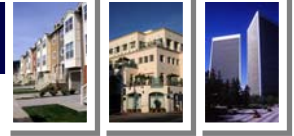
8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

Signature Required

Date: _____

Insured: _____

D-1 (Effective January 1, 2017)



COMPENSATION DISCLOSURE STATEMENT

You are a highly valued customer, and our firm takes pride in the services we provide to you. As an independent insurance broker, our firm is not beholden to any one insurance company. As a result, we are better equipped than insurance agents, who represent only one company, to assist you in identifying and securing the combination of coverage, price and service that meets your particular needs.

Our firm is compensated on a commission basis by the insurance company that writes your insurance. This commission percentage is not set by us, but by the insurance company, and is included as a part of the insurance premium you pay.

In some cases our firm's compensation might also include incentives in addition to standard commissions, but such incentives are normally calculated on the basis of overall business submitted to insurers over multiple years. It is usually impossible to know at the time we place any individual policy whether that policy will contribute to, or detract from our potential eligibility for future additional compensation from the insurer. Any such compensation is factored into the overhead of the insurer and does not otherwise have any impact on the price you pay for insurance.

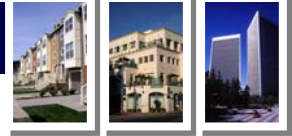
When necessary, our insurance proposals may include an additional administrative policy fee to offset the costs of marketing and obtaining coverage for certain accounts. We will always disclose all our fees to you in writing and we are more than happy to explain them to you at your request.

Our goal is to attempt to obtain one or more quotes for insurance coverage suitable for the needs and preferences you have communicated to us. We will then provide you with the obtained quotes we believe best suit your needs. Please remember, however, that YOU are ultimately responsible for determining which insurance company you want to underwrite your policy, what coverages you need for your protection and the amount of insurance you need.

Certificates of Insurance for our clients are issued on a 48- to 72-hour turnaround at no charge. While our agency will never charge for the Certificate itself, if an escrow officer contacts our office demanding "immediate processing," we will advise them of our \$50 "rush" fee. This expediting fee allows our staff to put their request ahead of others and assures issuance of the document within a 4-hour time frame (during normal business hours). The fee will only be charged through escrow in a case of such rush issuance and only when the expediting fee has been disclosed and mutually agreed upon.

IMPORTANT: WE ARE NOT CONTRACTORS/ CONSTRUCTION EXPERTS. If we have quoted coverage for your property, please keep in mind that the values we have proposed represent an *estimated* replacement cost, based on general information about your project. Building values are developed from models that use cost of construction materials and labor rates for similar buildings in your area. Other property values are estimated and should be carefully reviewed by you for adequacy. The actual cost to replace *your* building(s) and appurtenant property after a loss may be significantly different. Moreover, our appraisal software or other estimates may not contemplate the demand surge (sudden inflation) likely to accompany a catastrophic or widespread event, so we urge you to consider this possibility as you review your insurance limits. Our agency does NOT guarantee that our estimated figures will be sufficient to replace/ rebuild your property after a loss. YOU are responsible for selecting appropriate coverage amounts/ limits, and we encourage you to consult a professional appraiser or licensed contractor for a more authoritative estimate. Higher coverage amounts are available for an additional premium, and we are always happy to adjust our quoted values at your direction, subject to carrier approval.

We are grateful to have you as a customer, and we welcome any suggestions you have to assist us in serving you better. We appreciate your business.



OAKMONT VILLAGE ASSOCIATION

Earthquake Insurance Marketing Summary – as of December 9, 2019

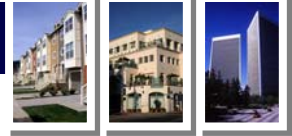
Facility (if applicable): Carrier	A.M. Best Rating	Quote/ Response	PREMIUM (does NOT include taxes/ fees ¹)
AmRisc: Lloyd's & United Specialty Ins Co	A, XV A, IX	Declined – due to class of business; not targeting master-style associations at this time (condos only)	N/A
Arrowhead: Princeton E&S, General Security, CUMIS Spec	A+, XV A+, XV A, XI	Underwriter indicated they would be <u>double</u> our target premium	\$100K+
Aspen Specialty Ins Co	A, XV	Declined – no reason given	N/A
Atlas General: Lloyds; Liberty Surplus; Great Lakes; et al	A, XV	Unable to improve upon ICAT's terms	Not Competitive
Avondale: Lloyds	A, XV	Can't compete with ICAT	Not Competitive
Beazley: Lloyds	A, XV	Declined – no interest at this time; would not be competitive on pricing or capacity	N/A
Catalytic: GuideOne National, Safety Specialty, et al	A-, IX A+, XV	Declined – due to ratio of non-building values	N/A
EQ One: QBE Specialty Ins Co	A, XIV	Declined – due to PML ²	N/A
Golden Bear: Golden Bear Ins Co	A-, VII Admitted	Maximum capacity \$10M; not expected to assist with this account	N/A
ICAT: Lloyds; Crum & Forster Specialty; National Fire & Marine; QBE Specialty	A, XV A, XIII A++, XV A, XV	See Proposal – this year's increase (in pricing <u>and</u> Flood Deductible) is due to modeling changes; please contact our office for further explanation/ more information.	\$46,000 - \$66,700
Markel: Evanston Ins Co	A, XV	Declined – excess coverage only	N/A
Risk Ins Brokers: Ins Co of the West (ICW) & Lloyds	A-, XI Admitted A, XV	Declined – due to class of business	N/A
RLI: Mt Hawley Ins Co	A+, XI	Declined – due to property exposures: "I will have to decline because we do not like to write all those miscellaneous stuff"	N/A
RSUI: Landmark American Ins Co	A+, XIV	Can't compete with ICAT	Not Competitive

Continued, Next Page...

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Continued from Page 1...

Carrier	A.M. Best Rating	Quote/ Response	PREMIUM (does NOT include taxes/ fees ¹)
V3: Lloyds	A, XV	Catastrophe pricing exceeds target; unable to match capacity/ limits	Not Competitive
Validus: Western World Ins Co	A, XV	Maximum available capacity for this account would be \$5M; not competitive	Not Competitive
Vikco: Allied World National Assurance Co	A, XV	Unable to improve upon ICAT's terms	Not Competitive

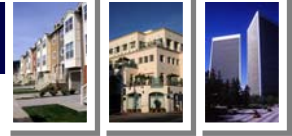
DISCLAIMER: This comparison is for illustration purposes only. It provides only a simple comparison of coverage and is not a statement of contract. For a more detailed description of the policy coverage, limitations and exclusions, please consult the policy itself.

¹**Taxes & Fees** = Policy and Inspection Fees vary by carrier, but typically range from \$300-550 total per policy. Surplus Lines Taxes & Fees (not applicable to Admitted markets) are calculated at 3.20% of the Premium + Policy/Inspection Fees.

²**PML** = Probable Maximum Loss (this is a risk indicator calculated by the carriers' risk-modeling software, which takes into account environmental risk factors such as soil type, liquefaction, proximity to a fault, etc., as well as risk-specific factors like age, construction type, number of stories, type of parking, etc.)

Note: All companies referenced above are surplus lines insurers unless noted "Admitted."





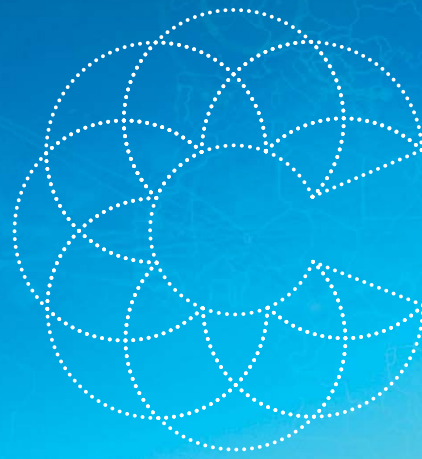
OAKMONT VILLAGE ASSOCIATION Cyber Liability/ Data Breach Insurance Comparison

	Current Policy with Travelers	Quote from Coalition
Insurer	Travelers Casualty & Surety Co. of America CA-Admitted; "A++, XV" (Superior)	North American Specialty Ins. Co. CA-Admitted; "A+, XV" (Superior)
Retroactive Date	1/01/2017	Full Prior Acts
Continuity Date	1/01/2017	1/01/2020
Deductible	\$2,500	\$2,500
THIRD PARTY LIABILITY COVERAGES		
Network and Information Security	\$100,000	\$100,000
Regulatory Defense & Penalties	\$50,000	\$100,000
Multimedia Content Liability	N/A	\$100,000
PCI Fines & Assessments	N/A	\$100,000
FIRST PARTY COVERAGES		
Breach Response Costs	\$50,000 (Notification)	\$100,000
Breach Response Services	\$50,000 (Computer & Legal Experts)	\$100,000 (No Deductible)
Crisis Management & Public Relations	\$50,000	\$100,000
Cyber Extortion	\$50,000	\$100,000
Business Interruption & Extra Expense	N/A	\$100,000 (Waiting Period: 8 hours)
Digital Asset Restoration	\$50,000	\$100,000
Funds Transfer Fraud	N/A – likely covered by your Crime policy	\$50,000 (\$10,000 Deductible)
ENDORSEMENTS		
Reputation Repair		\$100,000
Computer Replacement		\$100,000
Service Fraud		\$100,000
BI & PD – 1 st Party		\$100,000
BI & PD – 3 rd Party		\$100,000
Pollution		\$100,000
Reputational Harm Loss		\$100,000 (Waiting Period: 14 days)
Breach Response Separate Limit		\$100,000 Limit is separate from and in addition to the Aggregate Policy Limit of Liability
OTHER/ EXTRAS	Travelers offers a Breach Coach for a 30-minute consultation if you have a data breach event.	In addition to broad coverage, Coalition provides robust cyber security tools including automated alerts, threat intelligence, expert guidance and recommendations, benchmarking, and ongoing monitoring to all policyholders.
PREMIUMS	\$436	\$634.33

DISCLAIMER: This comparison is for illustration purposes only. It provides only a basic comparison of coverage and is not a statement of contract. For a more detailed description of the policy coverage, limitations and exclusions, please consult the policy itself.

Cyber risk, solved.®

Coalition is the best way for a company to manage cyber risk. We provide comprehensive insurance coverage, free cyber security tools to protect your business, and expert claims response to help you quickly recover from a cyber incident.



Protect your business with cyber insurance

We created Coalition to help your business:



Easily identify and assess your risk.



Prevent attacks and losses before they occur.



Quickly recover when all else fails.




Differentiated insurance coverage

- Up to \$10M in aggregate coverage
- Broad business interruption coverage
- Enhanced coverage for:
 - Systems failure
 - Computer replacement
 - Bodily injury / property damage
 - Social engineering
- We cover breach response and crisis management costs
- We cover BYOD devices, IoT usage, and social media
- We also cover the cost of system upgrades and reputation repair



Coalition Apps






We offer a full suite of security apps including automated threat & intelligence alerts, DDoS mitigation, security benchmarking, ransomware protection, patch management, and more—available at no additional cost.



Credential Monitor
● 10 Vulnerabilities >
 last checked 5m ago



Domain Reputation
● 2 Vulnerabilities >
 last checked 4h ago

TECHNOLOGY		YOUR VERSION	CURRENT VERSION	STATUS
 Magento	E-commerce platform	2.1.9	2.0.5	<button>Upgrade</button>
 Apache	Web server	2.4.27	2.0.1	<button>Upgrade</button>
 Ghost	Publishing platform	0.11.8	0.11.8	✓ Upgraded
 WordPress	Blog software	4.5	4.5	✓ Upgraded
 jQuery	JavaScript library	3.2.1	3.2.1	✓ Upgraded



No one ever wants to file an insurance claim

But when it happens, you'll be glad it's with Coalition. We are the only insurance firm that has the incident response expertise, proprietary threat intelligence, and technology platform to get you back on your feet quickly and with limited erosion to your coverage limits.

The capabilities of Coalition. The financial backing of Swiss Re.

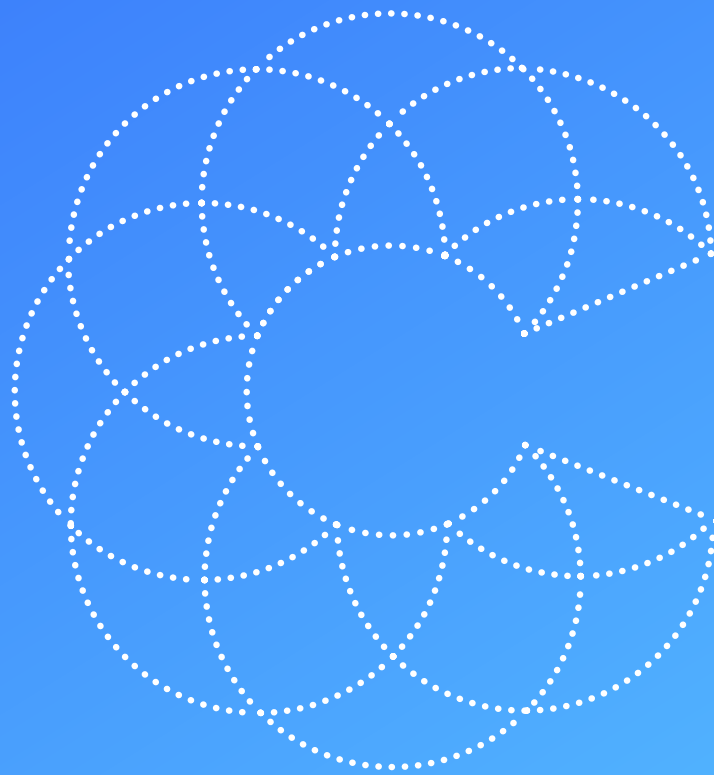
Coalition's insurance products are offered with the financial security of Swiss Re Corporate Solutions (A+ rating by A.M. Best).



To learn more visit www.thecoalition.com

Coalition[®]

CYBER RISK, SOLVED[®]



OAKMONT VILLAGE ASSOCIATION

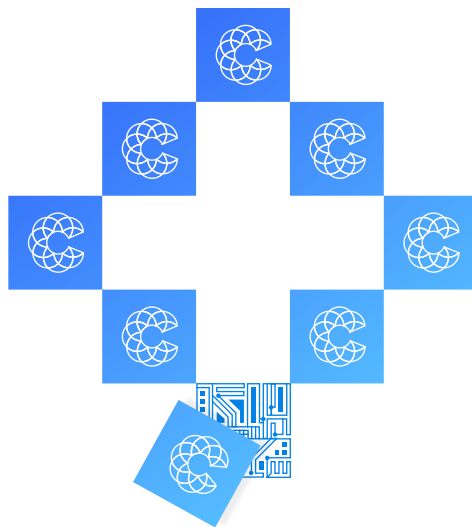
Cyber Risk Assessment

Coalition's insurance products are offered with the financial security of Swiss Re Corporate Solutions (A+ rating by A.M. Best).



OVERVIEW

WE'RE A NEW KIND OF INSURANCE



Coalition was purpose-built at the intersection of technology and insurance to help companies manage cyber risk. This risk assessment is the first step in this continuous process. Using externally observable data, this report provides an objective, evidence-based assessment of your cyber risk and overall security preparedness. As your dedicated risk management partner, our security team is available to provide additional context and to help you to implement security and loss controls, all at no additional cost.



Oakmont Village Association

Provided by McGowan, Donnelly & Oberheu, LLC

Current risk level: **MEDIUM**

Coalition's signals intelligence platform provides a snapshot of a company's current risk level by using public, external methods (no penetration or intrusive tactics) to

- Scan infrastructure for publicly accessible servers, services, & technology
- Discover exploitable vulnerabilities & misconfigurations in the scanned infrastructure
- Find exposed available user/employee information
- Uncover other existing threats hidden on the dark web
- Discover proactive measures already taken by the company

This data, combined with Coalition's proprietary claims and loss data provides

- A relative measure of the company's defensive security posture compared to organizations scanned by Coalition
- A clear, fact-based assessment of potentially weak security areas, and steps to fix them
- Recommendations on how the company can further secure their infrastructure informed by actual losses experienced by Coalition policyholders

Vulnerabilities

CRITICAL	HIGH	MODERATE	LOW
0	10	0	0

Exposed Employee Information

USERNAMES & PASSWORDS	PERSONALLY IDENTIFYING INFORMATION (PII)
7	28

Proactive Measures

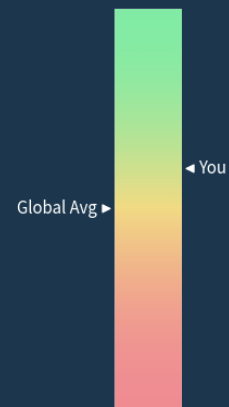
DISCOVERED	RECOMMENDATIONS
4	8

Technology Discovered

DOMAINS	DEVICES	APPLICATIONS	SERVICES
1	1	6	5

Current Ranking

You rank in the **60th** percentile of all Coalition policyholders.



Discovered vulnerabilities will not impact your coverage. However, resolving them may reduce your premium.

SECURITY PUNCH LIST

What is a CVE?

Common Vulnerabilities and Exposures (CVEs) are publicly published descriptions of known software vulnerabilities. They detail the software type and version, and information about the vulnerability.

As new vulnerabilities are discovered, new CVEs are published. Coalition continuously scans a company's infrastructure and will detect these new vulnerabilities as they are discovered.

You can find more about CVEs on our [knowledge base](#).

❖ Multi-Factor Authentication

Approximately 80% of email intrusion incidents happen because of weak or stolen passwords. One of the most effective methods to mitigate risk of an email-based cybersecurity incident is to enable Multi-Factor (or 2-Factor) Authentication.

While our external scans cannot discover if Multi-Factor Authentication (MFA) is enabled for your organization, Coalition highly recommends enabling it across your company -- especially for:

- Corporate email accounts
- Critical internal services
- Critical third-party services

Read more about Multi-Factor Authentication on our [Knowledge Base](#).

❖ Enable DMARC / E-mail Protection

Configure [DMARC](#) in minutes to prevent phishing attempts and spam. Properly configured DMARC/DKIM records can help ensure that only authorized systems can send email on the behalf of a company. There is no cost to implementing DMARC.

Coalition policyholders that implement Multi-Factor Authentication on business email receive a retention credit in the surplus lines market.

 **Enable SSL/TLS Encryption**

The company should consider implementing SSL/TLS encryption on its websites, and forcing all traffic over HTTPS to protect information transmitted through the company's web application. The following domains were flagged by our system:

- www.oakmontvillage.com

Free SSL certificates can be acquired from [Let's Encrypt](#), or by using [Cloudflare](#), one of Coalition's included security applications.

Premium discounts are offered to companies that use encryption.

EXPOSED EMPLOYEE INFORMATION

OVERVIEW

Coalition's signals intelligence platform collects information from past data breaches, hacker forums, and other dark web sources to determine whether an organization's data, including employee login credentials and other sensitive information, have been compromised in third party data breaches.

Often, spammers & hackers make up emails in an attempt to guess an employee's true information. Often these incorrect email addresses show up in breached lists, even though they are not real, and may show up in the lists below.

You can find more information about exposed information in our [knowledge base](#).

EXPOSED USERNAMES & PASSWORDS

Most computer systems rely on passwords to prevent unauthorized access, and all the cybersecurity in the world won't help you if someone knows or guesses your password. Criminal actors frequently take advantage of the fact that many individuals reuse passwords, and use credentials compromised from prior data breaches in order to target e-mail, banking, and other corporate accounts. So-called "credential stuffing" attacks are a leading cause of data breaches. **The usernames and passwords here were exposed on third party sites, not from a security breach of Oakmont Village Association, directly.**

USER/ACCOUNT	LAST EXPOSED	PASSWORD EXPOSED	3RD PARTY BREACH
anita.roraus@oakmontvillage.com	2019-05-24	Yes	Canva
cassie@oakmontvillage.com	2018-05-23	Yes	Houzz
cathy@oakmontvillage.com	2013-10-04	Yes	Adobe
deanna@oakmontvillage.com	2018-07-09	Yes	ShareThis
mary@oakmontvillage.com	2016-12-16	Yes	AntiPublic LinkedIn
patricia@oakmontvillage.com	2013-10-04	Yes	Adobe
penny@oakmontvillage.com	2017-08-28	Yes	OnlinerSpambot

Total Exposed Usernames & Passwords: 7

EXPOSED PERSONALLY IDENTIFYING INFORMATION (PII)

PII is any kind of information that can be used to uniquely identify someone's identity. This sensitive information can be used by would-be hackers to impersonate employees to create more believable messages used in phishing attempts.

USER/ACCOUNT	LAST EXPOSED	DATA COMPROMISED	3RD PARTY BREACH
admin@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO

USER/ACCOUNT	LAST EXPOSED	DATA COMPROMISED	3RD PARTY BREACH
allen.ashelford@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	NetProspex VerificationsIO
anita.roraus@oakmontvillage.com	2019-05-24	Email addresses, Geographic locations, Names, Passwords, Usernames	Canva
cassie@oakmontvillage.com	2018-05-23	Email addresses, Geographic locations, IP addresses, Names, Passwords, Social media profiles, Usernames	Houzz
cathy@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Password hints, Passwords, Phone numbers, Physical addresses, Usernames	Adobe VerificationsIO
charles@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	NetProspex VerificationsIO
deanna@oakmontvillage.com	2018-07-09	Dates of birth, Email addresses, Names, Passwords	ShareThis
johnash@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO
j.tarara@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO
malcolm@oakmontvillage.com	2017-07-18	Email addresses, Employers, Job titles, Names, Phone numbers, Physical addresses	B2BUSABusinesses
mary@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Passwords, Phone numbers, Physical addresses, Salutations, Social media profiles	AntiPublic Apollo LinkedIn NetProspex VerificationsIO
noellyons@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO
oakmont@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	B2BUSABusinesses VerificationsIO
ovatechdesk@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	B2BUSABusinesses VerificationsIO
pat@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO

USER/ACCOUNT	LAST EXPOSED	DATA COMPROMISED	3RD PARTY BREACH
patricia@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Password hints, Passwords, Phone numbers, Physical addresses, Usernames	Adobe VerificationsIO
penny@oakmontvillage.com	2019-02-25	Credit status information, Dates of birth, Education levels, Email addresses, Employers, Ethnicities, Family structure, Financial investments, Genders, Geographic locations, Home ownership statuses, IP addresses, Income levels, Job titles, Marital statuses, Names, Net worths, Occupations, Passwords, Personal interests, Phone numbers, Physical addresses, Religions, Salutations, Social media profiles, Spoken languages	Apollo Exactis NetProspex OnlinerSpambot RiverCityMedia VerificationsIO
robert.west@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO
rob@oakmontvillage.com	2018-07-23	Email addresses, Employers, Geographic locations, Job titles, Names, Phone numbers, Salutations, Social media profiles	Apollo
sales@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses, Salutations, Social media profiles	Apollo B2BUSABusinesses DataAndLeads VerificationsIO
summer@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO
support@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO
susanmillar@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO
taichi@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO
theodorethronson@oakm....com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO

USER/ACCOUNT	LAST EXPOSED	DATA COMPROMISED	3RD PARTY BREACH
thronson@oakmontvillage.com	2019-02-25	Credit status information, Dates of birth, Education levels, Email addresses, Employers, Ethnicities, Family structure, Financial investments, Genders, Geographic locations, Home ownership statuses, IP addresses, Income levels, Job titles, Marital statuses, Names, Net worths, Occupations, Personal interests, Phone numbers, Physical addresses, Religions, Spoken languages	B2BUSABusinesses Exactis VerificationsIO
t.thronson@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	B2BUSABusinesses VerificationsIO
wally@oakmontvillage.com	2019-02-25	Dates of birth, Email addresses, Employers, Genders, Geographic locations, IP addresses, Job titles, Names, Phone numbers, Physical addresses	VerificationsIO

Total Exposed PII: 28

WHAT YOU CAN DO

Third party breaches of employee information will continue to happen on a regular basis. Be vigilant about the source of inbound emails, as email addresses that were involved in these types of third party breaches are at a greater risk of targeting in email phishing campaigns.

- Enable [Multi-Factor \(or 2-Factor\) Authentication](#).
- Review your passwords for all services, and especially corporate services, bank accounts, and email accounts.
- Consider a password refresh for particularly sensitive corporate accounts, such as email.
- Use a password manager to generate unique passwords for all accounts.

Read more about <https://blog.thecoalition.com/practical-security-passwords/>.

RECOMMENDATIONS

❖ Enable DDoS Mitigation

Distributed Denial of Service (DDoS) attacks attempt to disrupt a website's availability by overwhelming it with a flood of fake Internet traffic.

Coalition recommends enabling a DDoS mitigation service to reduce the likelihood of a business interruption to your website.

We offer one such service, [Cloudflare](#), to all of our insureds at no additional cost. Cloudflare is a web performance and security tool that can be set up in under 4 minutes. Coalition policyholders that enable this, or a similar, service are eligible for an enhanced business interruption waiting period of only 1 hour.

❖ Enroll in Security Awareness Training

Over 90% of security incidents are caused by human error -- often through social engineering or phishing. Implementing a comprehensive Security Awareness Training program and phishing simulations will help reduce the likelihood of these errors.

If you have not already done so, Coalition recommends starting a regularly recurring training program that includes phishing simulations.

❖ Implement a Password Manager

Often, people will reuse the same password on multiple services, leading attackers to try "credential stuffing". Would-be hackers can find compromised credentials for a username and then try to reuse that leaked password on other websites & services -- including your corporate email.

A password manager allows individuals to remember a single password, and creates unique, secure passwords for each of the other sites or services that the person uses.

Implementing the use of a password manager company-wide will reduce the reuse of passwords and make it less likely for an attacker to successfully use an exposed password to gain access to your systems.

Coalition offers an Enhanced Business Interruption Waiting Period of 1 hour by endorsement when a qualified DDoS mitigation solution is used.

Coalition has built a partnership with leading Security Awareness Training company Curricula.

Companies participating in a security awareness training program may be eligible for an additional premium discount.

❖ Implement Service-Based Anti-Phishing Software

90% of cyber attacks start with phishing emails sent to an employee. These phishing emails often look like legitimate emails from 3rd party companies, asking to "log in" to take one of many varying actions (update contact information, view account updates, etc). However, the intent is always the same -- to steal usernames and passwords.

Implementing service-based anti-phishing software can prevent these malicious emails from ever reaching their target. Coalition recommends implementing a service-based anti-phishing solution (such as Proofpoint, Mimecast, or Area 1 Security) to reduce the likelihood of your employees falling victim to a phishing attack.

❖ Enable Registry Lock

When you purchase a domain name, your registrar passes along your registration information to the global registry, which serves as the authoritative source for domain resolution. If an attacker were to compromise your registrar account, they could point your domain to a nameserver under their control. The registry, believing that the updates came from an authorized source, would accept the changes without question.

The solution is registry lock: a special flag in the registry (not your registrar) that prevents anybody from making changes to your domain without out-of-band communication with the registry. Contact your registry to enable this feature.

❖ Enable DNSSEC

DNSSEC eliminates the threat of DNS cache poisoning by authenticating all DNS queries with cryptographic signatures. Instead of blindly caching DNS records, DNS servers will reject unauthenticated responses. Combined with secure registrar practices, DNSSEC guarantees that those visiting your domain see your website and not the content on somebody else's web server. You can [learn more about DNSSEC here](#).

❖ Create a security vulnerability disclosure program

Discover critical security vulnerabilities before they can be criminally exploited. Coalition has partnered with HackerOne to provide a free [security vulnerability disclosure program](#) to all Coalition policyholders.

For more information, reference the HackerOne app available within the Coalition policyholder dashboard.

DISCOVERED PROACTIVE MEASURES

OVERVIEW

In addition to assessing an organization's cyber risk, Coalition also collects and analyzes protective actions and controls implemented by organizations to mitigate such risk. This information is used for the purposes of assessing an organization's ability to detect and mitigate risks, as well as for the purposes of applying insurance premium discounts. Below are several of the positive security measures we detected.

- HTTPS
- Office 365 Mail
- SPF
- SSL by Default

APPENDIX: TECHNOLOGY DISCOVERED

Domains

The following domains were detected and enumerated during our security scan.

ANALYSIS

The following domains were flagged as potentially unsafe: **oakmontvillage.com**. Contact us for further information.

oakmontvillage.com

- server.oakmontvillage.com
- www.oakmontvillage.com

Devices

The following devices were detected and enumerated during our security scan.

ANALYSIS

No known issues detected.

IP ADDRESS	PORTS	TYPE
198.1.80.47	22, 26, 53, 80, 110, 123, 143, 443, 465, 587, 993, 995, 2082, 2083, 2086, 2087, 2095	Webserver

Applications

The following technologies and applications were detected and enumerated during our security scan.

- Apache
- HTTPS
- SSL by Default
- SPF
- Exim 4.92
- WordPress 5.2

Services

The following services were detected and enumerated during our security scan.

ANALYSIS

No known issues detected.

- Comodo
- Microsoft Azure DNS
- Microsoft Exchange Online
- Office 365 Mail
- Unified Layer

APPENDIX: ALL DETECTED VULNERABILITIES

Severity:

CRITICAL	HIGH	MODERATE	LOW
0	10	0	0

No actively exploitable vulnerabilities discovered.

OVERVIEW

Coalition's signals intelligence platform passively enumerates the devices, technologies, and services used by an organization, and cross-references this information with a proprietary database of software vulnerabilities and versioning information, including comparison against the National Vulnerability Database, a U.S. government repository of standards-based vulnerability management data represented using the Security Content Automation Protocol (SCAP).

SIGNIFICANCE

The use of outdated, vulnerable software is a leading cause of data breaches and cyber incidents. Criminal actors scan the Internet for such software, as we do on behalf of our policyholders, and use this information to target and breach an organization's computer systems. However, just because software is vulnerable does not mean that it poses a significant risk to an organization. Our data suggests that fewer than 2% of vulnerabilities are actively exploited by criminals. Our tracking of criminal exploits allows us to more accurately assess risk, and to work with our policyholders to most effectively remediate security issues.

WHAT YOU CAN DO

Coalition continuously monitors for software vulnerabilities, with particular attention to vulnerabilities with active exploits, as well as software upgrade availability in order to help our insureds get ahead of potential threats to their organization. Upon receiving an alert, Coalition's dedicated security team is available to assist with remediation efforts.

LIST OF TECHNICAL VULNERABILITIES

TECHNOLOGY	VERSION	SEEN ON	VULNERABILITIES	ACTIVE EXPLOITS?
Various			CVE-2016-0777 CVE-2014-1692 CVE-2010-4478 CVE-2017-15906 CVE-2016-10708 CVE-2012-0814 CVE-2011-5000 CVE-2011-4327 CVE-2010-5107	No

TECHNOLOGY	VERSION	SEEN ON	VULNERABILITIES	ACTIVE EXPLOITS?
			CVE-2010-4755	

FAQ

WHO IS COALITION?

Coalition is a leading provider of Cyber and Technology Errors & Omissions insurance. We provide comprehensive insurance coverage and free cybersecurity tools to help businesses manage and mitigate cyber risk. Backed by A+/A rated insurer Swiss Re Corporate Solutions, Coalition provides companies with up to \$10M of cyber and technology insurance coverage in all 50 states and the District of Columbia. Coalition's cyber risk management platform provides automated security alerts, threat intelligence, expert guidance, and tools to help businesses remain resilient in the face of cyber attacks. Coalition is headquartered in San Francisco. For more information about Coalition, visit www.thecoalition.com.

HOW DO YOU DETERMINE THE SECURITY RANKING?

Our security ranking provides a relative measure of an organization's risk and security posture as compared to the universe of Coalition policyholders. In order to determine the ranking of a company, we correlate identified risk conditions with Coalition's proprietary loss and claims data as a provider of insurance to thousands of organizations. Unlike traditional security ratings that make arbitrary assumptions on the relative impact of an identified risk condition to generate a security score, Coalition uses actual loss and claims data to identify the most significant risks to an organization. The result is not only a more accurate assessment of risk, but actionable prescriptions to help an organization invest its resources against the most impactful remediation actions.

WHERE DOES THE UNDERLYING DATA FOR COALITION'S RISK ASSESSMENT COME FROM?

Coalition passively collects external data on an organization's Internet facing IT infrastructure, compromised system events, file sharing events, and configurations from many different sources. Coalition does not perform active collection of information, including penetration testing against an organization's networks, without the explicit permission of that organization.

HOW CAN I LEARN MORE?

To learn more about Coalition, visit www.thecoalition.com, or our knowledge base at help.thecoalition.com. As a dedicated risk management partner to our policyholders, Coalition's team of security and insurance experts are dedicated to helping you implement security and loss controls, all at no additional cost.

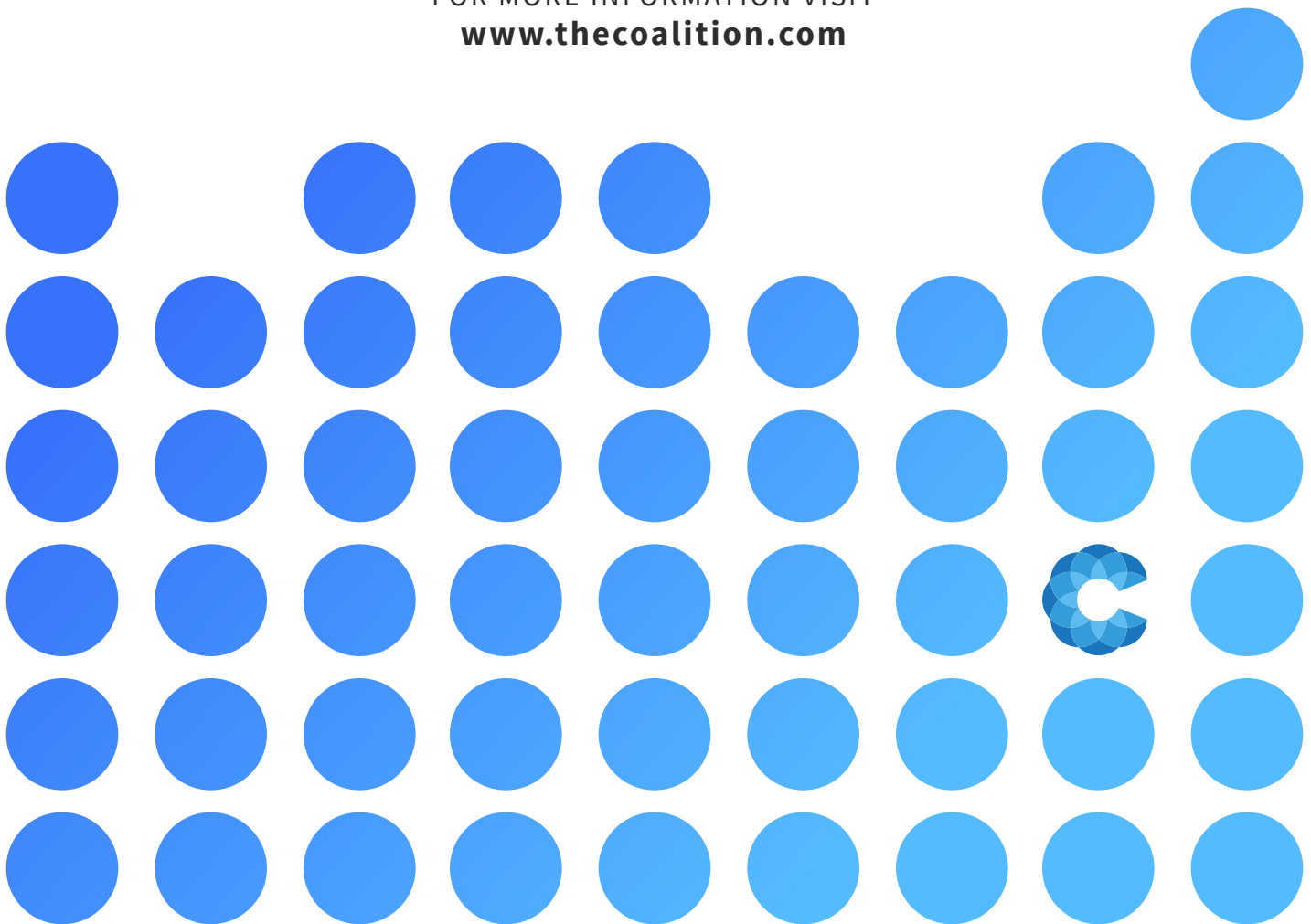
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This report was prepared by:

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OAKMONT VILLAGE ASSOCIATION

INSURANCE DISCLOSURE STATEMENT

California Civil Code Section §5300 requires that the Association send insurance disclosure statements to each of its members. Accordingly, we are providing you the following information in compliance with the Civil Code. The following is a summary of the association's insurance coverages for current policy term.

1. COMMERCIAL PROPERTY INSURANCE

- (A) Insurance carrier: QBE Insurance Corp.
- (B) The type of insurance: Fire/ Hazard/ Common Areas (Special Form / Blanket)
- (C) The policy limits of the insurance: \$23,020,935 (Guaranteed Replacement Cost)
- (D) The deductible amount, if any: \$10,000
- (E) The policy term is: January 1, 2019 - January 1, 2020

2. COMMERCIAL GENERAL LIABILITY INSURANCE

- (A) Insurance carrier: QBE Insurance Corp.
- (B) The type of insurance: Commercial General Liability
- (C) The policy limits of the insurance: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
- (D) The deductible amount, if any: None
- (E) The policy term is: January 1, 2019 - January 1, 2020

3. DIRECTORS & OFFICERS (D&O) AND EMPLOYMENT PRACTICES LIABILITY (EPLI)

- (A) Insurance carrier: RSUI Indemnity Co.
- (B) The type of insurance: D&O including EPLI
- (C) The policy limits of the insurance: \$1,000,000 Each Claim/ Aggregate
- (D) The deductible amount, if any: \$150,000 D&O/ \$75,000 EPLI
- (E) The policy term is: January 1, 2019 - January 1, 2020

4. COMMERCIAL UMBRELLA/ EXCESS LIABILITY

- (A) Insurance carrier: National Surety Corporation
- (B) The type of insurance: Umbrella – acts in excess of the underlying General Liability, Commercial Auto Liability, and/ or Employers Liability coverage(s)
- (C) The policy limits of the insurance: \$15,000,000 Each Claim/ Aggregate
- (D) The deductible amount, if any: None
- (E) The policy term is: January 1, 2019 - January 1, 2020

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5. FIDELITY/ CRIME INSURANCE

OVA's Fidelity/ Crime coverage is not currently written through our agency.

6. COMMERCIAL AUTO LIABILITY INSURANCE

- (A) Insurance carrier: Allstate Insurance Company
- (B) The type of insurance: Scheduled, Hired & Non-Owned Autos (Symbols 7, 8, 9)
- (C) The policy limits of the insurance: \$1,000,000 Combined Single Limit (Liability)
- (D) The deductible amount, if any: Liability – N/A
Comprehensive – \$500
Collision – \$1,000
- (E) The policy term is: January 1, 2019 - January 1, 2020

7. FIDUCIARY LIABILITY INSURANCE

- (A) Insurance carrier: Travelers Casualty & Surety Co. of America
- (B) The type of insurance: Fiduciary Liability
- (C) The policy limits of the insurance: \$1,000,000 Each Claim/ Aggregate
- (D) The deductible amount, if any: None
- (E) The policy term is: January 1, 2019 - January 1, 2020

8. WORKERS COMPENSATION

OVA's Workers Compensation coverage is not currently written through our agency.

9. EARTHQUAKE INSURANCE

- (A) Insurance carrier: Underwriters at Lloyds, London (38.43%); QBE Specialty Ins. Co. (29.256%); National Fire & Marine In. Co. (15%); Crum & Forster Specialty Ins. Co. (10%); StarStone Specialty Ins. Co. (7.314%)
- (B) The type of insurance: Difference in Conditions including Earthquake
- (C) The policy limits of the insurance: \$25,996,490
- (D) The deductible amount, if any: 10% of the values at risk by building, by line of coverage, per occurrence
- (E) The policy term is: January 1, 2019 - January 1, 2020

10. FLOOD INSURANCE

- (A) Insurance carrier: Same as Earthquake (see above)
- (B) The type of insurance: Difference in Conditions including Flood
- (C) The policy limits of the insurance: \$25,996,490
- (D) The deductible amount, if any: \$50,000 per occurrence
- (E) The policy term is: January 1, 2019 - January 1, 2020

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11. EQUIPMENT BREAKDOWN

- (A) Insurance carrier: Travelers Property Casualty Co. of America
- (B) The type of insurance: Equipment Breakdown/ Boiler & Machinery
- (C) The policy limits of the insurance: \$18,250,786
- (D) The deductible amount, if any: \$10,000
- (E) The policy term is: January 1, 2019 - January 1, 2020

12. CYBER LIABILITY & DATA BREACH INSURANCE

- (A) Insurance carrier: Travelers Casualty & Surety Co. of America
- (B) The type of insurance: Cyber Liability/ Data Breach
- (C) The policy limits of the insurance: \$100,000 Network & Information Security Liability
\$50,000 Regulatory Defense Expense
\$50,000 Security Breach Notification Expenses
\$50,000 Crisis Management Expenses
- (D) The deductible amount, if any: \$2,500
- (E) The policy term is: January 1, 2019 - January 1, 2020

INSURANCE BROKER: Cline Agency Insurance Brokers / CA License No. 0C10844
12400 Wilshire Blvd., Suite 200
Los Angeles, CA 90025
P (310) 260-2900 F (310) 260-2905
www.clineagency.com

This summary of the association's policies of insurance provides only certain information, as required by Section §5300 of the California Civil Code and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

Inspector of Election Appointment Resolution
December 17, 2019

Person Submitting: Kevin Hubred, GM

Date Submitted: December 13, 2019

Resolution Content:

Whereas, according to OVA's election rules, the Board shall appoint an inspector of the election (IOE), consisting of one our three inspectors, and

Whereas, John Clarke Fortner (Fortner), local California notary, contacted the association offering inspection of election services in lieu of the new SB 323 laws, and

Whereas, General Manager, Kevin Hubred, met with Mr. Fortner on Wednesday December 11, 2019 to discuss current and proposed election rules and election of director procedures regarding the 2020 annual meeting and election of directors, and

Whereas, a discussion ensued regarding whether the delivery of the double envelope ballots for election of directors should be delivered to the Association office or to Mr. Fortner's PO Box, and

Whereas, an agreement will be created between OVA and Fortner for IOE services with a reciprocal indemnity clause, be it resolved that:

RESOLVED: The Board appoints John Clarke Fortner, California Notary, as Inspector of Elections for the 2020 election of directors to be held on Monday April 6, 2019 at a rate of \$30.00 per hour. Fortner will follow the newly revised Election Rules concerning Inspector of Election requirements.

Fiscal Impact: Between \$300-\$1,000 depending on time spent organizing ballots and counting votes on election day.

Documents Attached: Letter from Mr. Fortner regarding IOE services.

John Clarke Fortner

*Notary Public
Post Office Box 44
Kenwood CA 95452*

[i](#)

December 4, 2019

Oakmont Village Association
c/o Kevin Hubred
6637 Oakmont Drive, Suite A
Santa Rosa CA 95409

Re: Inspector of Election

Mr. Hubred:

I believe I meet or exceed the requirements set forth in SB323, amending Section 5100, et sec, of the Civil Code, for the position of Inspector of Elections for common interest developments and would like very much to serve in that capacity for your Association.

The following is a brief biography describing my qualifications and professional history:

- Licensed California Notary Public (No. 2178242, expires Jan 29, 2021)
- Legal Assistant and Law Practice Administrator (current)
- Co-founder, Vice President and COO of legal services firm (former)
- News Director, broadcast journalist, California radio stations (former)
- Licensed United States Coast Guard Master (current)
- Vessel Safety Examiner, United States Coast Guard Auxiliary (current)

I am prepared to fulfill all of the duties of an Inspector of Elections as described in the Election Operating Rules, per amendment to Civil Code 5105, at a rate per hour of \$30.

I am an Oakmont resident and an OVA member. I'm looking forward to working with you, and taking this opportunity to serve my community as Inspector of Elections.

Sincerely,

John Clarke Fortner

JCF/s

State of California



SECRETARY OF STATE

I, ALEX PADILLA, Secretary of State, in the name and by the authority of the People of the State of California, do appoint and commission

JOHN C. FORTNER

Notary Public

of the State of California

Commission Number: 2178242

Term commencing January 30, 2017 and ending January 29, 2021 with the principal place of business in the county of SONOMA.



IN WITNESS WHEREOF, I execute this certificate and affix the GREAT SEAL of the State of California this 30th day of December 2016.

Handwritten signature of Alex Padilla.

Secretary of State

OAKMONT VILLAGE ASSOCIATION
OAKMONT COMMUNITY DEVELOPMENT COMMITTEE MEETING
Wednesday November 13, 2019 – 3:00 pm
Suite B, OVA Offices
6637 Oakmont Drive, Santa Rosa, CA 95409

MINUTES

- I. **CALL TO ORDER/DETERMINATION OF A QUORUM**
The meeting was called to order at 3:05 pm. Present were: W. Schilpp, W. Haymaker, E. Lefson, H. Helm, J. Henderson, P. Wykoff and T. Lachowicz. Jack Tibbets, Santa Rosa City Council member and Noel Lyons, OVA Board representative were also present.
- II. **ADOPT MEETING AGENDA –**
The agenda was adopted as presented. L. Lefson moved and T. Lachowicz seconded, adopted unanimously.
- III. **APPROVAL OF MINUTES FROM PRIOR MEETING**
The minutes for the meeting of September were approved as presented. P. Wykoff moved and J. Jones seconded, adopted unanimously.
- IV. **REPORTS –**
 - A. **ELNOKA –** Discussed emergency access for Oakmont as a part of the Emergency Egress item.
 - B. **DEVELOPMENT OF OLD PRICKETS SITE –** A proposal has been presented for affordable housing at the site at Highway 12 and Calistoga Road. The project will be 99 one to three-bedroom units in three 3 story buildings, deed-restricted to households earning 80% of the county average annual income. As there is no street parking available in the area, the provision of adequate parking spaces is critical in the approval process. Access to and from the site is also of concern.
 - C. **EMERGENCY EGRESS FROM OAKMONT –** T. Lachowicz reported that there are discussions regarding egress from the east end of Crestview Drive to Lawndale Road through a short distance of Kunde-owned land. This could be in addition to or an alternative to Channel Drive where State Parks jurisdiction is a complicating factor. Tony will continue exploring this option.

D. MEADOWGREEN II TRAIL TO TRIONE ANNADEL STATE PARK – P. Wykoff reported that the ballot draft for the vote by his association on easement acquisition by OVA is on Kevin’s desk.

E. OAKMONT CREEK CLEARING – Wally reported that the Water District is telling him it is not responsible for clearing the creek from Wild Oak Drive to White Oak Drive.

V. NEW BUSINESS
None at this time.

VI. FUTURE COMMITTEE AGENDA ITEMS
None at this time.

VII. NEXT MEETINGS
The next OCDC Committee Meeting is scheduled for Wednesday, December 11, 2019 at 3:00 pm in Suite B, OVA Office, 6637 Oakmont Drive, Santa Rosa, CA 95409.

VIII. The meeting was adjourned at 4:30 pm.

Approved:

Elizabeth Lefson, Secretary

CETC NOVEMBER 7, 2019 MINUTES

ATTENDING: Osha Hayden, Esther Schaut, Sue Aiken, Marianne Newfield

ABSENT: Jane Marzoni

CALL TO ORDER: In the absence of Chair Marzoni, the meeting was called to order by Osha Hayden

APPROVAL OF AGENDA: Esther moved and Sue seconded the motion. Approved

APPROVAL OF OCTOBER MEETING MINUTES; Sue moved and Esther seconded. Approved

UNFINISHED BUSINESS:

- Values and Vision statement for Oakmont discussion continued from October meeting. The following statements reflex consented opinions of team:
 - to have a well informed community by offering variety of channels for information and community input Create
 - atmosphere that is respectful and welcoming of different points of view
 - including disagreement and resolution Being and
 - encouraging inclusivity at all levels throughout the community Mindful of aging
 - concerns such as safety, security, affordability
- Envision a community located in a unique location of beauty and open space close to nature. Value its historical roots, thus maintaining its unique character as changes occur
- CETC informal conversations with community – ideas were to have informal but facilitated gatherings inviting community to share both what works for them in Oakmont as well as what does not work for them. Would be open to all, no minutes taken but comments would assist CETC in proposing future resolutions

NEW BUSINESS

- After discussion it was moved , seconded and approved to write a resolution recommending the appointed three Board member only committee be broadened to include two members of the ByLaws Committee. Based on concern that this committee spent hours of time studying how Oakmont ByLaws needed updating. None of those individuals were appointed to the Board member only committee.
Moved by Sue, seconded by Osha. Approved

- PULSE of the community . Two topics were discussed briefly: the possibility of a community wide contract with Comcast and secondly, improved inclusive communications .

ADJOURN: Moved by Esther, seconded by Osha to adjourn. Aproved

Next meeting: Thursday, December 5, 2019,. 10:00 AM. OVA office

AAPPROVED AT CETC DECEMBER 5, 2019 MEETING