

Election Committee Guidelines

The duties of the Election Committee are as follows. Please initial each and sign below acknowledging you understand and agree to comply with these requirements.

_____ Obtain a list of all Members in Good Standing as of November 30 for Director elections or a list of lot owners as of November 30 for TVACC elections, verified by the Association Secretary and/or Association Staff, prior to reviewing the eligibility of candidate petitions.

_____ At least twice each week, the Election Chair shall retrieve any candidate packets that are hand-delivered or mailed to the Association and make a final collection of packets at the close of business on the deadline stated on the candidate packet.

_____ If the packet is found by the Election Committee to be incomplete or incorrect the Election Committee Chair shall notify the Candidate by the next business day from the date reviewed. The candidate may submit a corrected packet once for reconsideration so long as it is received prior to the packet submission deadline.

_____ In Board elections, verify that the signers on the Candidate's Petition for Support are Members in Good Standing and that all other required documents are present and valid. For TVACC elections, verify that the signers of the Petitions are lot owners in Tahitian Village.

_____ Confirm that there are more candidates than positions to be filled on the Board or TVACC. If there are not enough eligible candidates to fill the vacant Place(s), the Election Committee shall promptly inform the Board or TVACC that an election is not necessary. If there is only one eligible candidate per vacancy, the candidate will be deemed elected when the Board or TVACC is notified at the Annual Membership Meeting or any special meeting.

_____ If concerns or questions are raised during a meeting of the Election Committee regarding any issue(s) within a candidate's packet i.e., background check concerns, the Committee Chair shall direct those concerns or questions to the Tribunal for resolution.

_____ Randomly draw the eligible candidates' names and place them on the ballot in the order drawn.

_____ Coordinate with the Association Staff to either deliver the locked ballot box to the Election Judge or have the Election Judge securely collect the ballots from the Association office.

_____ Once nomination results are final, deliver packets for any eligible candidates to Association Staff for record keeping and destroy all packets for those found ineligible for candidacy if not retrieved by that nominee within 30 days. Candidate packets for those eligible to run but not elected are kept for 60 days or until the Election Judge's duties have been completed.

_____ The Election Committee Chair shall make a report to the Tribunal, identifying whether any issues with the candidate nomination packets were found that need to be resolved.

_____ The Election Committee Chair shall be included in the communication to the Board seeking final approval of the ballot mail out package before it is printed for distribution to the Membership.

_____ Assist Association Staff, if necessary, with preparations of the ballot package for mailing. For board elections, verify that ballots have been mailed by Association Staff to all Members in Good Standing no less than 20 days before the election. For TVACC elections, verify that ballots have been mailed to all lot owners at least 20 days before the election.

_____ A member of the Election Committee shall receive the signed election results in a sealed envelope from the Election Judge and deliver it to either the President of the Board or the TVACC, or their designee at the Annual Meeting.

Please note:

Nothing outside of these Bylaws may be utilized as an additional requirement for qualifying an electoral candidate. The requirements to be a candidate as listed in Article VII Section 3 of the Amended Bylaws states:

All Members in Good Standing are eligible to be candidates in the election either to the Board or the ACC upon presentation of the following to the Election Committee on or before the stated deadline:

- a) A completed Candidate Nomination Packet to include:
 1. Candidate Member Profile form obtained from the Association or the Association's website.
 2. A Candidate's Petition for Support must include written support from a minimum of ten individual Members in Good Standing, not including self, without duplicate signatures or addresses.
 3. The Petition for Support will include:
 - i. First and last name, legibly printed, matching their deed or the trust name if applicable. Middle name and/or initial inclusion or exclusion will not be considered for validation.
 - ii. Full property or legal address
 - iii. Phone number to be reached by Election Committee
 - iv. Email address to be reached by Election Committee (optional)
 - v. Legal signature to include first and last name, at minimum.
- b) Proof of ownership in Tahitian Village by Warranty Deed or Certificate of Trust.
- c) A brief biography, 250 words or less.
- d) Texas DPS Criminal History Record.

Should any of these items not be included with a Candidate's Nomination Packet by the stated submission deadline, that member is ineligible to participate in the current election.

A person is ineligible to serve in any officer position or hold signatory duties, if that person has been convicted of or plead nolo contendere to any offense involving burglary, theft, larceny, embezzlement, fraudulent conversion or misappropriation of property.

Any individual with a felony conviction is ineligible to serve on the Board or ACC. Two or more misdemeanor convictions, within 10 years prior to nomination deadline, is ineligible to serve on the

Board or ACC. A person deemed ineligible to serve under this section may request that the Tribunal reconsider that determination for good cause shown.

A person is ineligible to serve in any capacity at any time on the ACC, the Board or any Association committee if he or she has been convicted of or plead nolo contendere to any violent or sexual crime. No reconsideration shall be allowed absent proof of mistaken identity or that there was no conviction or nolo contendere plea.

If concerns are raised during a meeting between the Election Committee regarding any item within a candidate's packet, their concerns must be raised to the Tribunal.

All members facilitating and administering an election are required to sign a Non-Disclosure Agreement.

Signature

Date

Printed Name

Tribunal Guidelines

“Tribunal” is any person or institution with authority to judge, adjudicate or determine claims, challenges, or disputes and/or appeals surrounding elections. The Tribunal may also serve as a resource should the Election Committee have questions or concerns while completing their duties.

Election challenges shall use the tribunal process for adjudication. The Tribunal may also serve as a resource to the Election Committee.

The Tribunal shall consist of the previous year’s Election Committee. Should any former committee member be unavailable to serve or be currently running for Board or Committee position, the Board shall select a replacement, like for like. At any Election Committee meeting, the Tribunal may serve as a resource should the Election Committee have questions or concerns about candidate eligibility. This resource may only be utilized during these meetings. All decisions are considered final once the meeting concludes.

If concerns are raised during a meeting of the Election Committee regarding any item within a candidate’s packet, they must be directed to the Tribunal. The Tribunal may serve as a resource should the Election Committee have questions or concerns during the Election Committee meeting. This resource may only be utilized during this meeting and all decisions will be final once the meeting concludes.

Contesting party is required to list specifically whether it is a contest of the TVPOA election or the TVACC election along with the reason for the challenge notated on each page of petition signatures. Any documents or information that supports the claims must be submitted to the Tribunal with the required amount of valid petition signatures.

All TVPOA and TVACC activities regarding the protested issue(s) must be halted until a Tribunal decision is announced to the Membership. No challenges will be reviewed or considered in the ten days leading up to the mailing of election ballots. They will be considered within 10 days following the election.

Subject to Section 4 of this Article the Tribunal shall meet within ten days from the date the member’s petition is submitted, review any documents that pertain to the challenge and submit its final decision(s) to the Board or TVACC which is the subject of the protest.

The Tribunal’s final decision will be supported by the TVPOA and TVACC. If a Member disagrees with the Tribunal’s decision, he or she is entitled to seek and pay for legal counsel.

The Tribunal’s final decision will be considered the final decision of TVPOA or TVACC.

Printed Name

Signature

Date

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (this “Agreement”) is entered into as of _____, 20____ (the “Effective Date”) by and between Tahitian Village Property Owners’ Association, Inc., a Texas Nonprofit Corporation (“TVPOA”) and _____, as an Individual Election Committee Member (“Member”), (collectively, the “Parties”). In this Agreement, except as to paragraph 3(a), “TVPOA” means the corporation and its Board Members, agents, employees, representatives or committee members.

1. No Disclosure of Confidential Information.

Section 2 of the Seventh Amended Bylaws of TVPOA (2021) (“Bylaws”) requires that all members of the Election Committee must “sign a Non-Disclosure Agreement concerning the contents of all candidates’ packets received by the Committee.” The purpose of this Non-Disclosure and Confidentiality Agreement is to satisfy this requirement.

The duties of the Election Committee that Member has agreed to perform necessitate Member being given full access to the information and documents in each Candidate’s packet as outlined in Section 3 of the Bylaws, as well as the Candidates’ criminal history, if any, and other personal information about the Candidate that the parties agree is and should be confidential, all of which is considered “Confidential Information.” The Parties agree not to disclose any Confidential Information to any person, unless that person is authorized to see or receive that information under the Bylaws or is given written consent by the Candidate. The Parties further agree that the mutual promises contained in this Agreement are good and valuable consideration sufficient to support the Agreement.

2. Exclusions from Confidential Information.

The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by TVPOA;
- b. If the information is or was received by TVPOA from a third party source which, based on a good faith belief is or was not under a confidentiality obligation to the Candidate with regard to such information;
- c. If the information is disclosed with the Candidate’s prior written permission and approval;
- d. If the information is independently developed by TVPOA prior to disclosure by the Candidate and without the use and benefit of any of the Confidential Information; or
- e. If TVPOA is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, TVPOA shall give prompt written notice of that fact to the Candidate prior to disclosure so that the Candidate may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, TVPOA may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. Obligation to Maintain Confidentiality. With respect to Confidential Information:

- a. TVPOA shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received from a Candidate, using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material;
- b. Upon the termination of this Agreement, TVPOA will ensure that all documents, memoranda, notes and other writings or electronic records prepared by any of them that include or reflect any Confidential Information are returned or destroyed as directed by the Candidate;
- c. If there is an unauthorized disclosure or loss of any of the Confidential Information by TVPOA the person who disclosed or lost the Confidential Information will promptly, at its own expense, notify the Candidate in writing and take all actions as may be necessary or reasonably requested by the Candidate to minimize any damage to the Candidate or a third party as a result of the disclosure or loss; and
- d. The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will TVPOA be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.

4. **Remedies.** Each party agrees that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

5. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or facsimile number as such party may designate upon reasonable notice to the other party.

If to TVPOA:

Tahitian Village Property Owners' Association, Inc.
 106 Conference Drive
 Bastrop, Texas 78602

If to Member:

Name: _____
 Address: _____

Or, in the alternative:

Tahitian Village Property Owners Association's Inc.
 PO Box 636
 Bastrop, Texas 78602

The notice need not include the confidential information that was disclosed; instead, it need only state that there has been a violation of this Agreement. Provided, however, that upon receipt of a request from the

President of the TVPOA's Board or the Chair of the Election Committee, all the facts and circumstances of the wrongful disclosure, including the information itself, shall be provided to the requestor by the Candidate.

6. **Termination.** This Agreement will terminate on the earlier of: (a) the written agreement of the Parties to terminate this Agreement; (b) the authorized destruction of the Confidential Information; or (c) three (3) years from the of this Agreement at which time all Confidential Information will be destroyed.

7. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties.

8. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflict of laws. Each party consents to the exclusive venue of of Bastrop County, Texas for any legal action, suit or proceeding arising out of or in connection with this Agreement.

9. **Miscellaneous.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

10. **Signatures and Copies.** The signatures of the Parties may appear on different copies of this Agreement and each will be considered an original. This Agreement may be copied electronically in a pdf format, or it may be photocopied, with each such copy being fully enforceable as the original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**Tahitian Village Property Owners' Association,
Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____

Member

Signature: _____

Name: _____

Title: _____

Date: _____

Election Judge Guidelines

The duties of the Election Judge are as follows. Please initial each acknowledging you understand and agree to comply with these requirements.

- _____ Receive the key to the ballot box after signing the [Guidelines for Election Authorities](#).
The key shall be returned with the election results at the Annual Meeting.
- _____ Obtain a list of Members in Good Standing from Association Staff for Board elections or a list of lot owners for TVACC elections.
- _____ Coordinate with Election Committee Chair and/or Association Staff to collect ballots.
Under observation from the ballot box transporter, the Election Judge shall unlock the ballot box and count the number of ballots contained within. That number shall be written on a delivery log and initialed by both the Election Judge and the transporter/observer.
- _____ Secure all ballots to maintain the confidentiality of the voters' identities.
- _____ Set aside ballots that are unsealed, not timely, or that otherwise may be deemed to be ineligible due to:
 1. The envelope containing the ballot is missing a printed name and/or signature.
 2. Votes from members not in good standing for Director elections and votes from non-property owners for TVACC elections.
 3. Ineligible or incorrectly cast votes
 4. Ballots postmarked or hand-delivered after the deadline to vote
 5. Ballots with excess votes (no candidate may receive more votes than the number of lots shown on the ballot)
- _____ Tally all eligible votes.
- _____ Complete the Election Results Report provided with the [Guidelines for Election Authorities](#). The report shall include:
 1. Total number of eligible voters as reported by the Association Secretary or Association Staff
 2. Total number of ballots received
 3. Number of ballots and/or eligible votes disqualified, and the reason(s) for each disqualification
 4. The number of eligible votes cast for each Director Candidate in descending order and the number of eligible votes cast for each TVACC Candidate in descending order
 5. A statement certifying the results of the election
- _____ Place the report in a sealed envelope and deliver it to the Chair of the Election Committee or the Chair's designee. The results shall remain sealed and undisclosed until the agenda item for election results is called at the meeting.
- _____ After the election, secure all ballots to preserve confidentiality until the Association Secretary informs the Election Judge, in writing, when a period of 60 days has occurred with no filed or unresolved protests at which time the ballots shall be destroyed as allowed in the Bylaws. The Election Judge shall then certify, in writing, that all ballots were destroyed by shredding, providing the name of the person or business entity who shredded the ballots and the date on which the shredding occurred.
- _____ The Association Secretary shall inform the Election Judge in writing if a protest is filed with the Association Secretary or Association Staff, in which case the ballots shall not be destroyed but will be secured until such time as the protest is resolved. Contested or challenged elections shall be determined by the Tribunal in accordance with Article XV of the Bylaws.

NOTE: An election tie shall be broken by a simple majority vote of eligible voting Members present at the Annual Membership Meeting. The vote shall be by written ballot.

The Association Secretary shall inform the Election Judge in writing if a protest is filed with the Association Secretary or Association Staff. Contested elections shall be determined by the Tribunal in accordance with Article XV of these Bylaws.

The Election Judge must sign a Non-Disclosure Agreement concerning all of the documents and information reviewed in the course of performing the duties of an Election Judge. The Election Judge may be a Certified Public Accountant or an Attorney licensed to practice in the State of Texas, or a Notary Public whose commission does not expire prior to the election. The individual or firm selected may not have a professional or personal relationship with any person seeking to be a candidate in the election.

Signature

Date

Printed Name

TVPOA Election Results Report

Election Year: _____

Candidate Names:

Number of ballots mailed to the Association: _____

Number of ballots hand delivered/picked up from Association: _____

Number of ballots completed and received by the Association: _____

(Should total previous two numbers)

Number of ballots disqualified and why:

Envelope holding ballot missing printed name and/or signature: _____

Votes from Members Not in Good Standing: _____

Ineligible or incorrectly cast votes cast: _____

Ballots postmarked or hand-delivered after the deadline to vote: _____

Total Number of eligible votes: _____

Number of Votes for: _____

Number of Votes for: _____

Number of Votes for: _____

Number of Votes for: _____

Number of Votes for: _____

Number of Votes for: _____

I hereby certify that the above statements are true and correct to the best of my knowledge. I understand that a false statement may disqualify me from payment and future consideration for this position.

Signature	Printed Name	Date
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TVACC Election Results Report

Election Year: _____

Candidate Names:

Number of ballots mailed to the Association: _____

Number of ballots hand delivered/picked up from Association: _____

Number of ballots completed and received by the Association: _____

(Should total previous two numbers)

Number of ballots disqualified and why:

Ballot envelope missing printed name and/or signature: _____

Ineligible or incorrectly cast votes cast: _____

Ballots postmarked or hand-delivered after the deadline to vote: _____

Total Number of eligible votes: _____

Number of Votes for: _____

Number of Votes for: _____

Number of Votes for: _____

Number of Votes for: _____

Number of Votes for: _____

Number of Votes for: _____

I hereby certify that the above statements are true and correct to the best of my knowledge. I understand that a false statement may disqualify me from payment and future consideration for this position.

Signature

Printed Name

Date