

EMPLOYMENT AGREEMENT

for the

LAKE LINDERO HOMEOWNERS ASSOCIATION

██████████ is a homeowner in the Lake Lindero Homeowners Association (“**Association**”). He ran for a position on the Board of Directors and served as its President before submitting a proposal outlining plans to transition his service to the Association from a member of the Board to its Chief Executive Officer. ██████████ recused himself from consideration of the proposal and the remaining directors accepted his proposal and voted on December 19, 2018 to employ ██████████ as the Association’s CEO effective December 20, 2018.

This agreement (“**Agreement**”) memorializes the terms that the Board of Directors approved and since that time, ██████████ resigned from the Board and started working full-time as the Association’s CEO.

1. Terms of Employment.

██████████ will work for the Association as an “at-will” full-time employee with the title of “Chief Executive Officer” for a period of one (1) year according to these terms, starting on December 20, 2018. After that time, ██████████ and the Board will work together to determine new terms if a majority of the Board votes to continue using ██████████ as the Association’s CEO. The terms may also change before December 20, 2019 if a majority of the Board and ██████████ agree and sign a new agreement.

2. ██████████’ Role as CEO.

As the Association’s CEO, ██████████ will perform all services reasonably required by the Association that are normally associated with someone in this role. He will perform all services in accordance with industry standards (unless ██████████ and a majority of the Board agree to a higher standard) and in compliance with all applicable laws, and to the best of his ability. ██████████ agrees to use his best efforts to meet or exceed the expectations of the Board and his fellow homeowners and will dedicate the time needed to perform his services in a competent manner. While he is employed by the Association, ██████████ will not accept any position as a director on the Lake Lindero Homeowners Association Board of Directors.

██████████’ authority as CEO is an extension of the authority represented by a majority of the Board of Directors and he will have no independent ability to represent the Association or sign contracts with third parties. ██████████ may not act counter to a legal instruction from a majority of the Board but a majority of the Board may give him the power to act on its behalf for agreed-upon tasks.

When carrying out normal business activities as a CEO, [REDACTED] will have discretion to spend up to five thousand dollars (\$5,000.00) when reasonably required to complete a task assigned to him. Any greater expense will be submitted to the Board for approval.

3. [REDACTED]' Compensation.

While [REDACTED] is employed by the Association, he will receive a salary of ninety-five thousand dollars (\$95,000.00) per year, to be paid semi-monthly, and in accordance with the Association's payroll policies and procedures. From each payment, the Association will withhold and pay to the proper governmental authorities any and all amounts required by law to be withheld for federal income tax, state income tax, federal Social Security tax, state disability insurance premiums, and any and all other amounts required by law to be withheld from [REDACTED]'s salary or that [REDACTED] requests be withheld.

[REDACTED] and the Board will also work together to set goals for the Association's revenue generated from the recreational facilities on the premises. If the Association's recreational revenue exceeds these goals, the Association will pay [REDACTED] a performance bonus equal to a percentage of the increased revenue.

From time to time, [REDACTED] may learn of (or create) new opportunities or revenue streams for the Association. In exchange, he will be paid a finder's fee of twenty-five percent (25%) of the gross profit created by these new opportunities.

4. The Association and Chris' Promises to Each Other.

[REDACTED] represents and warrants that he has the power and authority to enter into this Agreement and to fully perform his obligations to the best of his ability. He also warrants and represents that he has not made any other legal promises or entered into any other contracts that would interfere with his ability to perform as the Association's CEO or that would prevent him from doing everything he is obligated to do in that role.

The Association represents and warrants that it has the power and authority to enter into this Agreement and to fully perform its obligations. The person signing on behalf of the Association also represents and warrants that they do so on behalf of a majority of the Board of Directors.

[REDACTED] and the Association promise to treat each other fairly and to maintain an open channel of communication for all issues related to this Agreement and the well-being of the Association.

5. The Association's Social Networking Policy.

If [REDACTED] decides to use his personal social media to discuss the Association, he must make clear that he is a paid employee of the Association providing his own personal opinions and statements. If [REDACTED] uses social media to perform his duties as CEO, he will still make clear that he is a paid employee of the Association.

6. █████' Privacy While Acting as an Employee.

█████' use of the Association's computers and phones is strictly limited to those uses that are required for the performance of his official duties. Any and all use of the Association's computers and phones may be monitored and recorded and the Association reserves the right to monitor █████' activities to the full extent of the law. Because of this, █████ will have a reduced expectation of privacy while at work.

7. How █████ and the Association Will Handle Confidential Information.

Similar to when █████ was on the Board, he will be exposed to confidential information belonging to the Association and its members while acting as CEO. Accordingly, █████ agrees to keep any information marked as "Confidential" (by the Board, █████, or the Association's counsel), related to executive meetings, and related to ongoing litigation confidential unless and until the Association consents to disclosure. If █████ is required to disclose confidential information in response to a subpoena or court order, he may do so, but must also immediately notify the Association of his receipt of the subpoena or court order and reasonably assist with any efforts by the Association to keep the information in his possession secret.

When █████' employment is over, and he is no longer an employee of the Association or a director on its Board, he will immediately return all confidential information belonging to the Association. He will also return any and all Association property, notes, files, equipment, or information in his possession that he received as an employee and no longer have a right to access the Association's computers, systems, databases, or accounts that are reserved for employee and Board use.

8. How Problems Will Be Handled.

If there are problems with this Agreement, █████' performance, or with the Association meeting its obligations, █████ and the Board will meet in person to discuss them. If the problems cannot be resolved informally, and █████ and the Board do not think that mediation will be productive, then this Agreement will be governed by and construed in accordance with the laws of the State of California, except for any law that would require another state's law to apply.

Some problems may not be worth filing a lawsuit, making a formal complaint, or even having an informal meeting to discuss. If either █████ or the Association ever decides to let such a problem slide without comment or action, they are not waiving their right to enforce their rights under this Agreement for the same or similar problem in the future.

If this Agreement is ever interpreted by a court with authority to do so, and some portion of the Agreement is declared illegal, void, or otherwise unenforceable, █████ and the Association agree that the remainder of the Agreement will still be binding and continue as if the problematic portion(s) were removed. If so much of the Agreement is removed that the essential purpose of this relationship is lost, the entire Agreement will fail and become void.

█ and a majority of the Board of Directors have read through this Agreement and understand its contents.

Date: _____

Date: _____

█

Lake Lindero Homeowners Association

By: _____

Title: _____