

CAPITOLA KNOLLS HOMEOWNERS ASSOCIATION

POLICY FOR SURVEILLANCE CAMERA INSTALLATION AND MAINTENANCE

I. INTRODUCTION

This Surveillance Camera Installation and Maintenance Policy ("Policy") for Capitola Knolls Homeowners Association ("Association") shall govern the installation of surveillance cameras ("Cameras") in the Capitola Knolls condominium development ("Development"). When adopted by the Board, this Policy will become part of the Association's Rules, as that term is defined in the Association's Amended and Restated Declaration of Covenants, Conditions and Restrictions of Capitola Knolls Homeowners Association recorded on February 29, 2016 in the Office of the County Recorder of Santa Cruz County, California as Document No. 2016-0006719 (as amended from time to time, the "Declaration").

It is the intent of this Policy to comply with all laws and regulations, both state and federal. In the event of any conflict between any provision of this Policy and any applicable statute, the terms of that statute shall prevail and supersede any contrary provision in this Policy.

II. DEFINITIONS

All capitalized terms that are not otherwise defined in this Policy shall have the meanings ascribed to them in the Declaration.

III. NOTIFICATION AND APPLICATION

The installation of Cameras is subject to the provisions of Article 7 of the Declaration entitled, "ARCHITECTURAL APPROVAL". As such, and as provided by Section 7.1 of the Declaration, any Owner wishing to install a Camera is required to submit plans and specifications to the Association and obtain approval of the Architectural Committee ("AC") or the Board. The Owner shall notify the AC or the Board in writing of the nature of the proposed work and furnish such completed application forms, and submit plans, specifications and such additional information as may be required by the AC or Board. Owners are responsible for confirming receipt of an application by the AC or Board. Except as modified by law, all provisions of Article 7 of the Declaration and applicable Rules (including the Association's Architectural Rules) shall apply to the installation of Cameras.

IV. AUTHORIZED CAMERA LOCATIONS

To the maximum extent possible, Cameras should be installed where they are shielded from view from other Units or the Common Area. Cameras shall not be positioned so as to view interiors, entries, or Exclusive Use Common Areas of other Units unless the Owner obtains the written consent of the Owner whose Unit may be surveilled and

includes the written consent in the application. The Association may review evidence of feeds (where Cameras are pointing) to address privacy concerns of neighbors. Cameras shall not be equipped to make audio recordings.

V. INSTALLATION REQUIREMENTS

- A. Compliance with Codes. Cameras must be installed in accordance with all applicable building, fire, electrical and related codes.
- B. Specifications. All installations shall be in accordance with the manufacturer's installation specifications and instructions.
- C. Aesthetics. Wiring or cabling should be installed so as to be minimally visible and should blend into the material to which it is mounted or placed.
- D. Association Inspection. Within seven (7) days of installation, the Owner shall notify the AC or Board that installation is complete. The Association's managing agent or other authorized representative may inspect the installation to ensure that no Common Area property has been or appears likely to be damaged.

VI. MAINTENANCE AND REMOVAL OF CAMERA

- A. The Owner shall be responsible, at the Owner's sole expense, for maintaining the Camera in good condition and repair. In the event the Owner removes (and does not reinstall) the Camera, the Owner shall, at his or her sole expense, promptly restore the surrounding area to its original condition.
- B. Should the Camera become non-operational for a period exceeding thirty (30) days, Owner shall remove the Camera and make all necessary repairs to Common Area resulting from the installation and/or removal of Camera. The cost of removing the Camera shall be the responsibility of the Owner.
- C. It shall be Owner's responsibility to remove the Camera if, in the sole discretion of the Board, the Association must maintain, repair, or replace the area where the Camera is installed. Except in emergency situations, the Association shall notify the Owner in writing at least five (5) working days in advance of the need to remove the Camera. The cost of removing and replacing the Camera shall be the responsibility of the Owner.
- D. The Association may require removal of any Camera which emits light or noise and which may constitute a nuisance to adjacent Residents or for any other violation of the Association's Governing Documents. The cost of removing the Camera shall be the responsibility of the Owner.
- E. Should an Owner fail to remove the Camera upon the Association's request, the Association may enter the Owner's Exclusive Use Common Area, if necessary,

at reasonable hours to remove the Camera. Unless there is an emergency, the Association shall provide the Owner with at least five (5) days written advance notice of the Association's intention to remove the Camera. The Association shall not be responsible for any damage to the Camera caused by the removal of the Camera. If the Association must remove the Camera, the Association may levy a Reimbursement Assessment as provided in the Declaration to reimburse the Association for costs incurred in removing the Camera, after giving the Owner notice and an opportunity for a hearing in accordance with the Association's Governing Documents. If the Association must remove the Camera, the Association shall not be responsible for replacing it.

VII. LIABILITY OF OWNERS FOR DAMAGE

Damage to Components Maintained by the Association. Nothing in this Policy shall change the maintenance responsibilities of the Association as set forth in the Governing Documents. As set forth in the Declaration, the responsibility of the Association for maintenance, repair or replacement of components shall not extend to damage caused by an Owner or Resident, including the improper installation, maintenance, or removal of a Camera. Instead, the Owner shall bear that responsibility and the Association may levy a Reimbursement Assessment against the Owner to reimburse the Association for costs incurred, provided the Owner's liability has been established after notice to the Owner and the opportunity for a hearing in accordance with the Association's Governing Documents.

VIII. INDEMNITY AND REIMBURSEMENT

The Owner shall be liable for any injury to persons or property arising from the installation, maintenance, operation or removal of the Camera and shall indemnify and hold the Association harmless from any and all claims or damages as a result of the Camera installation, maintenance, operation or removal. The Association may recover from the Owner any expenses it incurs in connection with the Camera, in any manner provided by law or by the Governing Documents.

Adopted by Resolution of the Board of Directors
February 15, 2022

Date: _____

Secretary

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