

# **RANCHO DOMINGUEZ TOWNHOMES COMMUNITY ASSOCIATION**

## **SECURITY CAMERA POLICY**

(adopted August 17, 2016)

This Security Camera Policy (this "Policy") has been prepared to address requirements related to the installation and maintenance of security cameras by owners at the Rancho Dominguez Townhomes development. This Policy is intended to comply with all Federal and State laws. To the extent there is any conflict between the provisions of this Policy and applicable federal and state laws, applicable federal and state laws shall control.

1. Installations in Common Areas. If an owner desires to install his or her own security camera, the owner should install the camera inside his or her unit, in a location that is not visible from any part of the development, and the camera must be located and angled in such a way so as to minimize privacy concerns of residents. The installation must receive prior architectural approval. That said, in limited and specific circumstances, the Association reserves its right to grant limited and conditional approval for certain security cameras that an owner may wish to install on common area immediately adjacent to his or her unit. The conditions, guidelines, rules and policies set forth herein shall apply broadly to any camera installed by an owner (or the owner's tenant, guest, family member, agent, or other person affiliated with the owner's unit), including exterior cameras and interior cameras, including video door bells (e.g., RING), digital video recorders, surveillance equipment, etc. that could potentially affect or impact the rights of or be seen by another resident.

2. Architectural Review. As with other types of modifications, the owner must receive obtain prior written approval from the Association's Board of Directors. A proper and complete application must be submitted to the Board for review and written approval prior to installation of the camera. It will be in the Board's sole discretion whether to permit the installation of a camera in/on the common area. Only the Board of Directors may approve an architectural application for the installation of a camera, and any such approval must be in writing. The Association may implement a special architectural review form or require the following information as part of the architectural review process involving the proposed camera:

Rancho Dominguez Townhomes Community Association

Security Camera Policy (adopted August 17, 2016)

RDТА R&R II(B)(8)

Page 1 of 9

a. Statement of Need/Necessity: An applicant owner must provide a clear statement of need to the Association that explains why the applicant owner is requesting the proposed camera, why the proposed camera will address those concerns, and any documentation or information that supports the statement of need.

b. Location. The owner's plans and specifications for a proposed camera installation must include the proposed location of the camera. Applications must include a plot plan showing the camera's location in relation to neighboring structures, a property survey and specifications on the size, shape and angle of view of the camera. The owner's camera, at all times, must be located and angled in such a manner as to minimize privacy concerns of other residents. The camera must be placed in the least intrusive or visible location, and it can only be focused on the owner's property. The camera shall never be directed at windows of adjacent structures, neighboring or common property. The camera shall never be directed toward other residents, including minor children.

c. Specifications. The owner's plans and specifications for a proposed camera installation must include the model, type, size and dimensions of the camera. Pan/tilt/zoom cameras are strictly prohibited, and owner shall be prohibited from changing the line of sight of any camera that is installed.

d. Angle. The owner's plans and specifications for a proposed camera installation must include the proposed angle where the camera will be pointing and field of view. The angle of the camera and field of view may not be changed. This will be strictly enforced so as not to invade the privacy of any residents.

e. Installation Method. The owner's plans and specifications for a proposed camera installation must include the proposed installation method as well as detailed plans and specifications regarding the proposed wiring and placement of same.

f. City Requirements. The applicant owner must investigate and determine through the City of Yorba Linda whether any permits, licenses, etc. are required relative to the installation, placement and/or use of the proposed camera. The owner must communicate in writing the owner's results of the owner's investigation.

3. Temporary Approval / Revocable License. As part of the Association's approval process, the Board of Directors may grant a revocable license for the owner to install a camera on the common area. Any approval granted for security cameras shall be on a limited, temporary and conditional basis. That is, the owner's license to maintain a security camera is fully revocable by the Association, and the owner will be required at the owner's sole cost, as requested by the Board, to remove the camera and all related wiring and equipment under certain circumstances, including without limitation the following:

a. The "need" or "necessity" articulated in the application is no longer present or applicable.

b. The owner violates this Policy, the governing documents or any other applicable rules or laws.

c. The owner moves out of the unit, or the owner enters into a purchase and sale agreement or escrow for the sale of the owner's unit. If the owner-applicant moves out of the unit or enters into a purchase and sale agreement, any approval given or license granted shall be automatically revoked, and a new architectural application must be submitted.

d. The Association receives a complaint about the security camera from an owner, resident or occupant of the Development.

e. The camera causes damage to the common area.

f. The owner is not in good standing with the Association.

g. The Association needs to paint and/or work on the portion of common area where the camera is located.

h. If, in the Board's sole and reasonable opinion, the camera falls into disrepair, is not being properly maintained by the owner or is otherwise not in compliance with the requirements of this Policy.

Reinstallation of such camera will be subject to the original plans and specifications approved by the Board, and shall only occur after written notification from the Board that the reinstallation may occur; any changes to the type, size, location or method of installation of the reinstalled camera must be approved by the Board in writing, in advance before such reinstallation. The owner shall be solely responsible for all costs and expenses related to the removal and/or reinstallation of the owner's camera.

4. Installation / Inspections. The camera must be installed pursuant to the applicable manufacturer's recommendations and specifications. The Association reserves the right to inspect the position of the camera, at any time, after installation to ensure the angle and field of view are identical to that which was approved by the Board. If the inspection of the camera reveals that the angle or position of the camera has been modified without Association approval, the Association may require the owner to re-apply to the Association and/or revoke the license and have the camera (and related wiring and equipment) removed at the owner's sole cost and expense.

5. Correlation of Location. The camera must be installed in a location that correlates with the need or necessity articulated by the owner in his or her application, and the location must not pose a potential threat or safety issue.

6. Licensed Contractor. The camera must be installed by a contractor that/who (i) has an active license with the California Contractors State License Board, (ii) maintains workers' compensation insurance with limits as prescribed by California law and (iii) maintains commercial general liability insurance covering bodily injury, wrongful death and property damage with a limit of no less than one million dollars (\$1,000,000) per occurrence. Evidence of such contractor's license and insurance coverage (including, but not limited to, certificates of insurance evidencing the above required coverage) must be provided to the Association for review and acceptance prior to the installation of the camera.

7. Damage Deposit. The owner shall be required to provide to the Association a damage deposit of four hundred dollars (\$400) as security against any damage to the common area that occurs as a result of the installation of the camera, prior to the installation of the camera. Within three (3) business days after the installation, a representative of the Association may inspect the installation site of the camera and the surrounding common area to determine if any damage to the common area occurred as a result of that installation. If there is such common area damage, the Association will repair said damage and withhold from the damage deposit the costs and expenses incurred by the Association to repair that damage, and the Association will refund the remaining balance of the damage deposit, if any, to the owner with thirty (30) days after the Association's inspection of the camera installation. If the costs and expenses incurred by the Association to repair the damage to the common area, as may be applicable, exceed the amount of the damage deposit, the owner shall be required to reimburse the Association such excess costs and expenses.

8. Maintenance and Repair. The owner shall be responsible for insuring, maintaining, operating, repairing, replacing and removing the camera at the owner's sole cost and expense. The owner shall also be liable for any expense, fee or cost that is charged by the Association pursuant to this Policy. Any amount owed by the owner or amount charged to the owner by the Association under this Policy is subject to a special (reimbursement) assessment that the Association may impose and levy against the owner's assessment account for any such amount that may become a lien against the owner's unit if not paid.

9. Covenant Running With The Land. In addition to the full execution of this Policy, upon the Board's request, the owner will execute a covenant running with the land and license agreement to be recorded against the owner's unit documenting the requirements set forth herein; the owner shall be responsible, upon demand by the Board, for reimbursing the Association any costs and expenses (including but not limited to attorney fees) incurred by the Association related to the preparation, execution and recordation of said covenant running with the land. However, as stated herein, any architectural approval granted by the Board of Directors shall be personal to the applicant-owner. Thus, any hypothecation of the unit or change in residency cancels any

previous architectural approval granted by the Board, and the permitted camera (and all related wiring and equipment) must be removed at owner's sole cost.

10. Damage to the Common Area. Pursuant to the Association's governing documents, including the CC&Rs, each owner shall be held liable for any and all damage to the common area, of every kind and form, caused by, resulting from, related to or connected with the installation, use, operation, maintenance, repair, replacement or removal of a camera, wherever located, whether or not approved by the Board. Any costs and expenses incurred by the Association to repair said common area damage shall be levied as a special assessment against the owner who installed the camera (or whose family members, tenants, guests, employees, servants, agents or invitees installed the camera), after a properly noticed hearing with an opportunity to be heard before the Board. Such special assessment, as may be applicable, shall be due to the Association within thirty (30) days following the Association's written notice of the special assessment to the owner, in accordance with the Association's CC&Rs. Failure of an owner to pay this special assessment when due may result in, among other things, the recordation of a lien against the owner's unit and foreclosure on that lien by the Association if such lien amount remains unpaid, in accordance with the Association's CC&Rs.

11. Damage To Units And Personal Property; Bodily Injury. Each owner installing or maintaining a camera at the Development (or whose family members, tenants, guests, employees, servants, agents or invitees install or maintain a camera at the Development), wherever located and whether or not approved by the Board, shall be solely liable for any and all damage to any units or personal property located at the Development, and for any and all bodily injury to any persons, resulting from the installation, use, operation, maintenance, repair, replacement or removal of the camera, and shall be required to indemnify, defend and hold harmless the Association from and against any and all claims, causes of action, liabilities, costs and expenses (including but not limited to attorney fees and costs), of every kind and nature, related to such damage or injury.

12. Violations Of This Policy. Any owner who violates this Policy (or whose family members, tenants, guests, employees, servants, agents or invitees violate this Policy) shall be subject to disciplinary measures, including but not

limited to the imposition of suspension of voting rights, suspension of use of common area amenities, imposition of a monetary penalty, after a properly noticed hearing with an opportunity to be heard before the Board.

13. Removal Of Camera By The Association. The Association reserves the right to remove any camera installed in the common area (or in another location not permitted by this Policy) for any reason indicated herein including without limitation the following: (i) If the camera is installed without prior Board approval; (ii) if the Board orders that the camera is to be removed pursuant to this Policy or determines that the camera is invading privacy, causing or has the potential in causing harm or damage, or such removal would otherwise be in the best interest of the community; (iii) there is any hypothecation of the unit or change in residency; (iv) the owner's architectural approval is cancelled; and (v) the camera is deemed to be in violation of this Policy. The camera's removal shall be at the sole cost and expense of the applicable owner (with such costs and expenses levied as a special assessment against the owner). While the Association will attempt to provide advance notice to an owner before such removal occurs, to allow the owner time to remove the unauthorized camera before the Association removes the unauthorized camera, the Association does not guarantee that such notice will occur, particularly when the camera poses an imminent risk of injury to persons or property at the Development or hampers the Association's ability to maintain, repair protect or preserve the common area. The Association shall not be liable for any damage to a camera it removes from the common area pursuant to this Policy, except to the extent such damage is the result of the gross negligence or willful misconduct of the Association or its agents, representatives, employees or contractors.

14. Retroactive Effect. To the extent the Board has approved the installation of a security camera on common area, the Association declares that this Policy shall have retroactive effect such that the previously approved camera shall be subject to all terms, conditions and rules stated herein, and any such owner may be required to submit a new architectural application and/or sign a covenant running with the land (or any other required) consistent with this Policy.

15. Indemnification. Each owner agrees to indemnify, defend and hold harmless the Association and its present and future Board members, officers, employees, managing agents and consultants, as may be applicable, from and

against any claims, actions, lawsuits, costs or expenses of any nature whatsoever arising out of or related to the installation and maintenance of cameras in the common area (collectively, "Claims"), including, but not limited to Claims involving (i) the present Board's approval of the cameras, (ii) damages (including, but not limited to, direct, consequential and incidental damages) for personal injury, death and/or property damage related to the camera and (iii) the enforcement of the provisions and restrictions contained in this Policy. Each owner installing or maintaining a camera at the Development (or whose family members, tenants, guests, employees, servants, agents or invitees install or maintain a camera at the Development), wherever located and whether or not approved by the Board, shall be required to indemnify, defend and hold harmless the Association (its directors, officers, managers, owners, etc.) from and against any and all claims, causes of action, liabilities, costs and expenses (including but not limited to attorney fees, damages, etc.), of every kind and nature, related to such damage or injury, including without limitation claims for invasion of privacy, trespass, nuisance, as well as any breach or impairment of warranties, stucco, drywall, waterproofing, membrane, water loss, property damage, etc. The owner installing and/or maintaining the camera shall defend the Association in any lawsuit initiated and pursued against the Association (or its directors, officers, agents, owners, etc.) by a third party owner, resident, guest, family member, or any other person that claims to be impacted or affected by the security camera.

16. Compliance With Law. The owner shall be fully and solely responsible for the camera's compliance with all applicable Federal, State and local laws and ordinances, including any permits, licenses, etc. that are required. Likewise, the owner shall be fully responsible for any notice that is required by law, including (without limitation) any signage, disclosures, and/or notice that need to be made to neighboring residents or other persons that may be affected by the camera. The owner's use of the camera must, in all respects, comply with any applicable law and shall not invade the privacy of other persons, and the camera shall not be used for an illegal purpose or to obstruct or hamper law enforcement efforts.

17. Submittal of Signed Policy. Any owner submitting plans and specifications for the installation of a camera in/on the common area shall be required to submit a copy of this Policy signed, dated and completed below. Any

request to install a camera in/on the common area shall not be deemed complete until this requirement is met.

**ACKNOWLEDGMENT AND ACCEPTANCE:**

By completing and executing where indicated below, I acknowledge and assert that I understand and agree to comply with all of the provisions, requirements and restrictions for the installation and maintenance of a camera at the Association's development, as described in this Security Camera Policy. I further acknowledge and assert that I have the authority to execute this Policy on behalf of myself and all other owners of my unit, and that this Policy shall be binding individually and collectively against all owners of my unit.

READ AND AGREED TO:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date