

**CLOSED CIRCUIT CAMERA POLICY**  
*for*  
**HARVEST BEND, THE MEADOW HOMEOWNERS'S  
ASSOCIATION**

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

I, Judy Callaway, Secretary of HARVEST BEND, THE MEADOW HOMEOWNERS'S ASSOCIATION ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors ("Board") of the Association duly called and held on the sixteenth day of August, 2018, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Closed Circuit Camera Policy ("Policy") was duly approved by a majority vote of the members of the Board:

## RECITALS

1. The Association has installed or may install a closed circuit camera system (the "Cameras") at some, but not all, Association owned facilities and property (the "Common Areas"), which specific location(s) will be determined in the sole and absolute discretion of the Board. The images and footage captured by the Cameras is referred to herein as the "Recorded Footage".

2. The Board of Directors of the Association desires to adopt a policy relating to the examination, preservation, and production of the Recorded Footage.

3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate of any property under the jurisdiction of the Association, including contract sellers, but excluding those having an ownership interest merely as security for the performance of an obligation.

## POLICY

The Association maintains the Cameras to obtain information related to activity in the portion or portions of the Common Areas at which Cameras have been or will be installed. The Association does not intend that all activity at all Common Areas be captured by the Cameras. The Cameras will not be actively monitored. The Cameras are not used to maintain information for Owners who may desire to obtain information related to activity in or on the Common Areas. The Recorded Footage will not be provided to an Owner unless otherwise allowed by this Policy. The Recorded Footage will be provided directly to law enforcement upon receipt of a proper

request from law enforcement for same. The Board is also authorized to provide information obtained by the Cameras to law enforcement without first receiving a request for the information for any purpose deemed necessary by the Board. The Board may, in its sole and absolute discretion, designate any person it deems necessary to assist with providing access to the Recorded Footage per the terms and provisions of this Policy. This Policy is subject to the following additional terms and provisions:

1. **Preservation/Maintenance.** The Cameras store the Recorded Footage for approximately thirty (30) days and thereafter the Recorded Footage may be automatically erased. The Association will retain the Recorded Footage for a period longer than specified above if it receives written notice (including email) that the Recorded Footage is, or may be, required by a law enforcement agency or that the Recorded Footage must be preserved as evidence for use in a pending suit. Provided that, any such notice must clearly identify the date of the event or incident for which the Recorded Footage is requested and reasonably state why the additional preservation of the Recorded Footage is requested and identify the pending suit by style, case number and court. It is the Owner's responsibility to contact the Association as soon as possible in the event that an Owner believes that Recorded Footage will be needed to assist law enforcement. The Board may, in its sole and absolute discretion: (a) allow the Association's camera system contractor access Cameras to perform maintenance on the Cameras; and (2) designate any other person or entity it deems necessary to periodically review the Recorded Footage to ensure that the Cameras are operating correctly.

2. **Subpoena or Court Order.** If the Association receives a subpoena or other court order for the Recorded Footage and the Recorded Footage exists as of the date of the receipt of the subpoena or other court order, the Association will preserve the Recorded Footage to comply with the subpoena or other court order. The Association may produce the Recorded Footage requested through subpoena or other court order in electronic form or in any other format reasonably available to the Association.

3. **Camera Committee.** The Board may, but is not required to, appoint a Camera Committee, the chairperson of which will be a Board member. The Board may act as the Camera Committee. If formed as a committee separate from the Board: (a) the Camera Committee will manage the camera system subject to the control and direction of the Board, including assisting law enforcement with access to the Recorded Footage in accordance with the terms and provisions of this Policy; (b) the Camera Committee will, subject to Board oversight, be in charge of arranging periodic or as needed maintenance for the camera system; (c) the Board may remove a member of the Camera Committee at any time with or without cause; and (d) membership on the Camera Committee will be voluntary and committee members will not receive pay or compensation for participation on the committee.

4. **Costs.** The Association may charge the party who requests the Recorded Footage through a subpoena or other court order for the compilation, production or reproduction of the Recorded Footage, which costs may include all reasonable costs of materials, labor, and overhead.

5. **Security.** The Cameras are not maintained by the Association as a method of providing security within the HARVEST BEND, THE MEADOW HOMEOWNERS'S ASSOCIATION. The Association, its directors, officers, employees and agents, will not in any way be considered

any way be considered an insurer or guarantor of security within the HARVEST BEND, THE MEADOW HOMEOWNERS' ASSOCIATION by maintaining the Cameras and/or the Recorded Footage.

6. **Disclaimer.** The Recorded Footage may not always be available for a given location and time due to scheduled downtime of a camera, unscheduled downtime of a camera or technical issues of any component of the camera system. Likewise, weather conditions, lighting conditions, or other factors outside of the control of the Association may limit the availability of the Recorded Footage and/or may render the Recorded Footage, even when available, of no value. Accordingly, the Association in no way represents or guarantees that it will maintain Recorded Footage for all activity on all Common Areas.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Closed Circuit Camera Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

**HARVEST BEND, THE MEADOW HOMEOWNERS' ASSOCIATION**

By: J. T. Callaway  
Secretary

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this 15<sup>TH</sup> day of August, 2018,  
personally appeared JUDY CALLOWAY, Secretary of HARVEST BEND, THE MEADOW  
HOMEOWNERS' ASSOCIATION, known to me to be the person whose name is subscribed to  
the foregoing instrument, and acknowledged to me that he executed the same for the purpose  
and in the capacity therein expressed.



Theodor Dörfly