

**HEATHERRIDGE SOUTH ASSOCIATION  
POLICY REGARDING SURVEILLANCE DEVICES**

The following Policy Regarding Surveillance Devices was adopted by the Board of Directors of the Heatherridge South Association (“Association”), at a regular meeting of the Board of Directors.

**Effective Date:** April 25 \_\_\_\_\_, 2024

**RECITALS**

A. **Authority.** The Board of Directors of the Association has the authority to adopt this Policy, pursuant to Article II Section 1(a) of the Declaration Condominium Heatherridge South (“Declaration”) and C.R.S. §§ 38-30-168, 38-33.3-106.5(1.5), 38-33.3-106.7, and 38-33.3-302(1)(b).

B. **Purpose.** The purpose of this Policy is to establish reasonable and uniform procedures for the installation and maintenance of security cameras or other surveillance cameras on the exterior of an Owner’s Unit.

C. **Board Position.** The Board of Directors of the Association believes that it is in the Association’s best interests to adopt this Policy.

**POLICY**

NOW, THEREFORE, The Board of Directors adopts the following Policy:

**Article I - Definitions**

As used in this Policy:

1. “Surveillance Device” means any device used to record audio or video outside of a Unit to be installed on the exterior or a Unit.
2. Any other term not defined in this Policy shall have the same definition as it does in the Declaration.

**Article II - Surveillance Devices**

1. **Prohibited Installations.** No Surveillance Device may be placed or installed on property that is:

- a. Owned by another person, except with the advance written permission of that person;
- b. Leased, except with permission of the lessor; or

- c. A limited common element or general common element of the community, except with the written consent of the Association and, if applicable, the owners of any Unit to which the limited common element is allocated.

2. **Application for Installation of a Surveillance Device and Agreement.** Prior to installation of a Surveillance Device, an Owner shall take the following action:

- a. Submit an application to the Association and receive written approval, according to the procedure provided in Article VI of the Declaration and in any Policies, Rules or Regulations concerning exterior alterations or improvements; provided, however, that an application shall not be required for installation of a Surveillance Device on or directly adjacent to the front door of a Unit; and
- b. Sign the “Surveillance Device Installation Agreement” (attached to this Policy as **Appendix A**) and include it with the application. The written consent of the Association to install the Surveillance Device on exterior surfaces that the Association maintains and/or insures is contingent upon receiving the signed Agreement.

3. **60-Day Deadline to Approve, Deny, or Return for Modifications.** Within thirty (30) days after receiving the Owner’s application for installation of a Surveillance Device, the Association shall provide the Owner with an approval, denial, or return the application for modifications. If the Association fails to timely provide a denial or return the application for modifications, then the application for installation of a Surveillance Device is deemed approved.

4. **Restrictions on Surveillance Devices.** Surveillance Devices shall be subject to the following restrictions:

- a. Compliance with Article VI of the Declaration, and in any Policies, Rules or Regulations concerning exterior alterations or improvements;
- b. Compliance with bona fide safety requirements, required by an applicable building code or recognized electrical safety standard, for the protection of persons and property, including but not limited to requiring installation by certified or approved contractors, vendors or electricians if appropriate;
- c. Surveillance Devices shall not be positioned in a manner that impinges on the reasonable expectation of privacy of other Units, including positioning to observe the interior of another Unit. The foregoing shall not apply to reasonable and incidental coverage of open areas including, but limited to, back yards, front yards, and driveways; and,
- d. Compliance with the Association’s reasonable aesthetic and design restrictions governing the dimensions, placement, and external appearance of a Surveillance Device. By way of example and not limitation, Surveillance Devices:
  - i Shall not have a materially adverse effect on the exterior structure or operation

- of any Unit or garage;
- ii Shall not interfere with or impede the use of any common element;
- iii Shall be located so as to minimize their exposure when viewed from the common elements, the street, or any other Unit (ideally installed below the peak of any roofline, in the rear of the Unit); and
- iv Shall be painted or colored so as to contrast with the surrounding residences or landscaping, including all pipes, panels, cables, service lines and related apparatus.

5. **Owner's Responsibilities.** Upon receiving approval to install a Surveillance Device, an Owner has the following responsibilities:

- a. **Installation.** The Owner must engage the services of a duly licensed, insured, and registered installer familiar with the installation and code requirements of the Surveillance Device selected.
- b. **Installation Costs.** The Owner is responsible for paying all costs associated with installation of the Surveillance Device, including but not limited to all costs associated with any required restoration of any exterior areas or Common Elements disturbed by the installation such as the modification, repair, replacement or installation of electrical panels, roofing, landscaping, or any other areas maintained by the Association.
- c. **Future Costs.** The Association will consider the Surveillance Device the property of the Owner who applied for permission to install it. If not removed by that Owner, it becomes the property and responsibility of any successive Owner of the Unit which installed the Surveillance Device. That Owner, not the Association, is solely responsible for all costs of maintenance, repair, replacement or removal of the Surveillance Device in perpetuity. If an Owner removes his or her Surveillance Device, that Owner is solely responsible for all costs of removal and complete restoration to their original condition of all areas maintained by the Association. The Surveillance may be removed by the Association, at the Owner's expense, if reasonably necessary or convenient for the repair, maintenance, or replacement of the Limited Common Elements, Common Elements, or any other areas maintained by the Association. In no event shall the Association be obligated to perform any act, including performing any maintenance on the Common Elements (including any improvements or landscaping located thereon), to ensure that the Surveillance Device is functioning properly.
- d. **Buyer Notification.** As part of any sale or transfer of the Unit which installed a Video Surveillance Device, the Owner is responsible for notifying the buyer of the terms of the Surveillance Device Agreement (the completed and recorded version of Appendix A). The Association, at its discretion, also may but is not required to notify prospective purchasers of the terms of the Agreement.

**Article IV - General**

1. **Violations.** Any violation of this Policy is subject to the same enforcement remedies as violation of any other provision of the governing documents of the Association, in compliance with the Association’s policies and procedures for covenant and rule enforcement.

2. **Conflicts, Deviations and Amendment.** If this Policy conflicts with any prior existing rule, resolution, restriction or exterior changes guideline, this Policy controls with respect to Surveillance Devices only. All prior existing rules, restrictions, resolutions, and architectural guidelines not in conflict with this Policy will remain in full force and effect. If Colorado law regarding Surveillance changes after the adoption of this Policy, so that any provisions of this Policy conflicts state law, then state law will control, but all other provisions of this Policy will remain in full force and effect. The Association may deviate from the procedures set forth in this Policy if it finds that deviation is reasonable and necessary under the circumstances. This Policy may be amended by the Board from time to time.

3. This Policy shall replace and supersede all previous policies, rules, and regulations regarding the subject matter of this Policy.

4. In the event that a court of competent jurisdiction finds any portion of this policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.

The undersigned hereby certifies that the foregoing Policy Regarding Surveillance Devices was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 25 day of April, 2024.

**Heatherridge South Association**

*Van H. Lewis*

\_\_\_\_\_  
(Signature)

By: Van Lewis, its: President.  
(printed name) (officer)

APPENDIX A

**SURVEILLANCE DEVICE INSTALLATION AGREEMENT**

This Surveillance Installation Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 by and between Heatherridge South Association, a Colorado nonprofit corporation (“Association”) and \_\_\_\_\_ (“Owner”), the Owner/s of \_\_\_\_\_ in the Association.

Owner has requested that the Association authorize installation of the following-described Surveillance Device (“Device”):

\_\_\_\_\_

Owner proposes to install the Device in the location specified on the attached Exhibit 2.

In exchange for the Association’s approval of Owner’s application to install a Device, Owner agrees as follows:

1. **Compliance with Policy.** Owner has submitted an application to install a Device on or within the Owner’s Unit, or on or within Common Elements, at the location described and/or depicted on Exhibit 2 which is attached to this Agreement and incorporated by this reference. Owner agrees to comply with the Association’s conditions of approval including but not limited to contractor qualifications, aesthetic provisions, design specifications, location and insurance requirements. Owner also agrees to comply with the Association’s Policy Regarding Surveillance Devices (the “Policy”).

2. **Installation.** Owner agrees to engage the services of a duly licensed, registered and insured electrical contractor familiar with the installation and code requirements of such a Device, and agrees to obtain all necessary permits.

3. **Costs, Maintenance, Repair and Removal.** Owner agrees to be solely responsible for all costs related to the Device, including but not limited to all costs of installation, maintenance, operation, repair, modification, and removal. For example, Owner agrees to be responsible for any required restoration of any exterior areas or Common Elements disturbed by the installation such as the modification, repair, replacement or installation of electrical panels, roofing, landscaping, or any other areas maintained by the Association. In addition, if the Owner chooses, or is required by the Association, to remove the Device, the Owner agrees to be solely responsible for all costs of removal and complete restoration to their original condition of all areas maintained by the Association. The Owner agrees that the Device may be removed by the Association, at the Owner’s expense, if reasonably necessary or convenient for the repair, maintenance, or replacement of the Limited Common Elements, Common Elements, or any other areas maintained by the Association. The Owner agrees that these costs shall be the Owner’s responsibility regardless of whether the Device is leased from or to any third party.

4. **Insurance.** If the Device is located on property that the Association is required to insure,

Owner agrees to reimburse the Association for the actual cost of any increased insurance premium amount attributable to the Device. This amount shall be collectable as an assessment against Owner's Unit in accordance with of the Declaration. Owner also agrees to maintain liability insurance coverage for any claim related to the installation, maintenance, removal or use of the Device.

5. **Repairs, Liability.** Owner understands that the Association is not responsible for the maintenance or repair of the Device, and the Association is not responsible for any damages to the Device, regardless of whether those damages may be caused by the maintenance of any structure or area that the Association is responsible for maintaining or repairing. Further, the Association is not responsible for any damages caused by the Device to any Association property or the property of any third party. The Owner accepts full responsibility for all such repairs and damages and agrees to hold the Association, its Board, agents, contractors, and vendors harmless from any liability for those repairs and damages.

6. **Succession.** The obligations of this Agreement shall run with the land as long as the Device remains installed and shall bind Owner and his or her successors and assigns, and all future Owners who own the Unit described above.

7. **Enforcement.** In the event Owner fails to undertake any action required by this Agreement, or pay any costs incurred by the Association as described by this Agreement, Owner agrees that the Association may, after seven (7) days written notice, undertake the action and seek reimbursement from Owner. All expenses incurred in connection with any enforcement of this Agreement by the Association, including but not limited to court costs and attorney fees, shall be collectable from Owner as an Assessment. The Association shall have all authority set forth in the Association's Declaration, and pursuant to applicable Colorado law, to take any and all action necessary to collect these costs as delinquent Assessments.

8. **Termination.** This Agreement will terminate automatically once the Device is removed and all costs owed under this Agreement, including but not limited to restoration following removal of the Device, have been paid by Owner.

9. **Definitions.** All terms not defined in this Agreement have the same meaning as in the Policy, and if not defined in the Policy, then have the same meaning as described in the Association's Declaration.

I/WE HAVE READ THIS AGREEMENT AND UNDERSTAND IT. SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

OWNER/S:

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