

THE VINEYARDS AT VISTA SAN JUAN HOMEOWNERS ASSOCIATION I
SECURITY CAMERA
RULES AND REGULATIONS
Effective [Insert Date]

The following Rules and Regulations have been adopted by **The Vineyards at Vista San Juan Homeowners Association I**, a Colorado nonprofit corporation (**Association**), pursuant to authority under the **Declaration of Covenants, Conditions, and Restrictions (CC&Rs)**, recorded April 19, 1993, in Book 851, Pages 424–442, Montrose County, Colorado, at a regular meeting of the Board of Directors (**Board**) for the benefit of the Association and its owners or members (**Owner(s)**).

CC&Rs Source Provisions: Article VIII, Section 2 (purpose of assessments — promoting the health, safety, and welfare of residents, and improvements deemed necessary for the common benefit); Article IX, Section 4 (no Common Area obstruction); Article IX, Section 7 (activities endangering health or unreasonably disturbing residents); Article III, Section 1(d) (suspension remedy); and Article XIII, Section 1 (enforcement).

CC&Rs Article VIII, Section 2 — Quoted Verbatim (in relevant part): *“The annual assessments levied by the Association through its Board of Directors shall be used exclusively for purpose of promoting the health, safety and welfare of the residents of the Property, and in this particular, for the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area. ... (d) Repairing, reconstructing and replacing common parking areas, common walking paths, common utility services, recreational facilities and any other such maintenance or improvement which may be deemed necessary for the common benefit of the Owners.”*

Note on the CC&Rs: The Declaration does not address video surveillance, which did not exist in the Community when the CC&Rs were recorded in 1993. The Association’s authority to install and operate cameras in the Common Areas rests on Article VIII, Section 2, which directs assessments to the health, safety, and welfare of residents and to improvements deemed necessary for the common benefit, together with the Association’s powers under CCIOA, C.R.S. § 38-33.3-302. These Rules and Regulations do not amend the CC&Rs.

Colorado and Federal Law Governing Surveillance: These Rules and Regulations are constrained by C.R.S. § 18-7-801 (criminal invasion of privacy), C.R.S. §§ 18-9-303 through 18-9-305 (wiretapping and eavesdropping), and the Colorado Privacy Act, C.R.S. § 6-1-1301 et seq., as amended by HB 24-1130 (biometric data). Where any provision of these Rules and Regulations conflicts with those statutes, the statutes control.

Purpose: To govern the installation, placement, operation, monitoring, retention, and access control of video surveillance in the Community’s Common Areas — deterring criminal activity and protecting community property while preserving the privacy of

residents and guests — and to establish the enforcement procedures required by CCIOA, C.R.S. § 38-33.3-101 et seq.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Rules and Regulations:

1. Purpose and Scope: These Rules and Regulations govern all video surveillance operated by the Association in the Common Areas. They apply to the Association, the Board, and any contractor or vendor acting for the Association, and to all unit owners, tenants, occupants, and guests. In any conflict between these Rules and Regulations and the CC&Rs, the CC&Rs shall control. Where Colorado or federal law supersedes the CC&Rs, the law controls. The Association is self-managed and has no security personnel; nothing here creates a duty to monitor, patrol, or respond.

2. Permitted Camera Locations: Cameras may be placed only in Common Areas where the Association has responsibility for safety and security and where residents and guests have a reduced expectation of privacy. Approved locations are:

- **Walking paths and greenbelt areas** — foot-traffic entry points, low privacy expectation;
- **Parking areas** — deterrence of theft and vandalism, vehicle activity; and
- **Mailbox and package areas** — high-value target for theft.

Any location not listed above requires prior Board approval by resolution recorded in the minutes.

3. Prohibited Locations (C.R.S. § 18-7-801): Under C.R.S. § 18-7-801, it is a criminal offense to knowingly observe or visually record another person, without consent, in a place where that person has a reasonable expectation of privacy. No camera may be placed, aimed, or maintained so as to capture:

- The interior of any unit;
- The windows, patio, deck, or fenced yard of any unit; or
- Any other area where a person would reasonably expect not to be observed.

A camera found to violate this Section must be corrected or disabled as soon as it is discovered, regardless of any cure period in Section 13.

4. Installation Requirements: Before any new camera or system is activated, the Board shall:

- (a) **Adopt a resolution** defining the purpose, locations, and data handling of the system, recorded in the Board meeting minutes;
- (b) **Obtain a legal review** confirming compliance with Colorado privacy and surveillance law;

(c) **Give written notice to all owners** identifying camera locations and the activation date; and

(d) **Post signage** at each monitored area before activation.

5. Signage: Signage shall be posted at or near each monitored area, shall state clearly that video surveillance is in use, shall include a contact address or telephone number for inquiries, and shall be maintained in good condition and replaced promptly if damaged or removed. Suggested wording: “This area is monitored by 24-hour video surveillance for the safety and security of The Vineyards at Vista San Juan residents and guests.”

6. Audio Recording Prohibited (C.R.S. § 18-9-304): Audio recording shall be disabled on every camera. Colorado is a one-party consent state, and under C.R.S. § 18-9-304 it is a Class 2 misdemeanor to record a private conversation without the consent of at least one party to it. The Association is not a party to conversations occurring in the Common Areas, so enabling audio would expose the Association and individual Board members to criminal and civil liability. Any future audio-enabled equipment requires prior written legal review and express Board authorization by resolution.

7. Biometric Identification Prohibited (HB 24-1130): The Association does not use, and expressly prohibits, facial recognition, gait analysis, or any other technology that collects or processes biometric identifiers. Under HB 24-1130, effective July 1, 2025, and incorporated into the Colorado Privacy Act, any entity that controls or processes biometric data of Colorado residents — regardless of size — must adopt and publish a written retention, security, and deletion policy. Accordingly:

- No camera may be equipped with or connected to biometric identification software;
- Any vendor must certify in writing that its systems collect no biometric data; and
- Adopting any biometric-capable technology requires prior legal review, a separate published biometric data policy, written notice to all owners, and Board authorization by resolution.

8. Data Retention: Footage shall be retained as follows:

Category	Retention period
General monitoring — paths, greenbelt, parking	30 days, then automatically overwritten
Mailbox and package areas	7 to 14 days
Footage related to an incident, claim, or dispute	Preserved until fully resolved
Footage subject to a subpoena or law enforcement request	Preserved as directed by the request

Footage related to an insurance claim	Preserved until the claim closes and appeal periods expire
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9. Data Security and the Access Log: Footage is sensitive data and shall be protected to the same standard as owner financial records. The Association shall:

- Store footage in encrypted cloud storage or on a secure, password-protected device;
- Limit access to no more than two designated Board members;
- Record every access in the Footage Access Log (Exhibit B) — who viewed the footage, when, what period was viewed, and why;
- Require any vendor or storage provider to sign a written data protection agreement; and
- Review these measures annually and after any suspected unauthorized access.

10. Permitted Uses of Footage: Footage may be used only to:

- Investigate a specific incident of criminal activity, trespass, or property damage;
- Resolve a dispute between residents involving the Common Areas;
- Provide evidence in a violation hearing under the Enforcement Policy;
- Respond to a valid subpoena, warrant, or law enforcement request; and
- Evaluate an insurance claim involving the Association.

11. Prohibited Uses of Footage: Footage shall not be used to:

- Monitor any individual resident's routine, habits, or comings and goings;
- Post to social media or share with any unauthorized third party;
- Harass, intimidate, or retaliate against any resident;
- Serve any commercial purpose; or
- Satisfy personal curiosity, without a documented and legitimate purpose.

12. Resident Notice and Privacy Concern Requests: Owners accept the CC&Rs on purchase, and monitoring of the Common Areas is within the Association's authority. Owners are nonetheless entitled to written notice before cameras are activated, a copy of these Rules and Regulations on request, and clear signage at every monitored location.

A resident who believes a camera intrudes on a reasonable expectation of privacy may submit a written Privacy Concern Request (Exhibit C). The Board shall acknowledge it within five (5) business days, review the camera's

placement, angle, and field of view, weigh the security benefit against the privacy concern raised, issue a written decision within thirty (30) days, and where appropriate adjust the angle, apply privacy masking, or relocate the camera.

13. Enforcement, Notice, and Violations (CC&Rs Article XIII, Section 1; CCIOA §§ 38-33.3-209.5 and 38-33.3-302):

Notice of Violation: The Association shall issue a written Notice of Violation specifying the violation, the required corrective action, and the cure period. For non-health/safety violations the notice shall be sent by certified mail, return receipt requested, as required by C.R.S. § 38-33.3-209.5(1.7)(b)(III).

Cure Periods: Non-health/safety violations carry a thirty (30) day cure period. If the Association does not receive notice from the Owner that the violation has been cured, it shall inspect within seven (7) days after the cure period expires. If the violation has not been cured, a second thirty (30) day cure period commences. The Association shall grant two consecutive thirty-day cure periods before taking legal action. C.R.S. § 38-33.3-209.5(1.7)(b)(III)(B) and (V). Health and safety violations carry a seventy-two (72) hour cure period following written notice; after an inspection establishing that the violation was not cured, the Association may impose a fine no more often than every other day until it is cured. C.R.S. § 38-33.3-209.5(1.7)(b)(II). Nothing in this Section delays correction of a camera placement violating C.R.S. § 18-7-801 or audio recording violating C.R.S. § 18-9-304.

Owner notice of cure: If the Owner cures the violation within the cure period, the Owner may notify the Association, and if the Owner sends visual evidence of the cure with that notice, the violation is deemed cured on the date the notice was sent. C.R.S. § 38-33.3-209.5(1.7)(b)(IV).

Fine Schedule (C.R.S. § 38-33.3-209.5(1.7)): All fines are consistent with the Association's Enforcement Policy. For violations that do not threaten public health or safety, the total amount of fines imposed for the violation may not exceed five hundred dollars (\$500.00). Fines may never be imposed on a daily basis. C.R.S. § 38-33.3-209.5(1.7)(b)(I) and (III). Fines may be assessed only after the cure period expires and the Owner has had the opportunity for a hearing.

Violations not threatening public health or safety (total fines capped at \$500 per violation):

Violation	1st	2nd	3rd	4th+
Camera installed or maintained in a prohibited location (Sec. 3)	Warning	\$100.00	\$250.00	\$500.00 + required correction
Missing or damaged required signage (Sec. 5)	Warning	\$100.00	\$250.00	\$500.00
Access to footage without an Access Log entry (Sec. 9)	Warning	\$100.00	\$250.00	\$500.00

Use of footage for a prohibited purpose (Sec. 11)	Warning	\$100.00	\$250.00	\$500.00
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Violations threatening public health or safety — written notice, 72-hour cure, then fines no more often than every other day (C.R.S. § 38-33.3-209.5(1.7)(b)(II)):

Violation	Amount per assessment	Frequency
Audio recording enabled without legal review and Board resolution (Sec. 6)	Up to \$500.00	No more often than every other day until cured
Use of footage to harass, intimidate, or retaliate against a resident (Sec. 11)	Up to \$500.00	No more often than every other day until cured

Suspension remedy (CC&Rs Article III, Section 1(d)): In addition to fines, the Association may suspend an Owner's voting rights and right to use Association facilities for a period not to exceed thirty (30) days for any infraction, and this remedy does not apply to voting rights assigned to any Encumbrancer.

No foreclosure based on fines: The Association shall not pursue foreclosure of an assessment lien where the debt securing the lien consists only of fines, or only of collection costs or attorney fees associated with fines. C.R.S. § 38-33.3-209.5(8)(c).

CC&Rs Enforcement (CC&Rs Article XIII, Section 1): The Association or any Owner may enforce these Rules and Regulations by any proceeding at law or equity. Failure to enforce shall not be deemed a waiver of the right to enforce thereafter.

14. No Guarantee of Security: The cameras are a recording aid, not a security service. Owners, residents, and guests should not rely on them for personal safety or the protection of property.

- **Not monitored.** No camera is watched in real time by the Association, any Board member, or any contractor. Footage is reviewed only after an incident is reported.
- **No duty assumed.** The Association does not undertake, and expressly disclaims, any duty to provide security, to detect or prevent crime, to respond to events captured on camera, or to maintain any camera in continuous operating condition. Cameras may be out of service, obstructed, or misaimed without notice, and footage is overwritten on the schedule in Section 8.
- **No warranty.** The Association makes no representation or warranty, express or implied, that the cameras will deter or record any particular event, or that footage of any particular event will exist or be usable.

- **Emergencies.** Call 911. Do not report an emergency to the Association and wait for footage.

The Board shall confirm with the Association's insurance carrier that this Section is consistent with the Association's general liability and directors and officers coverage.

15. Consequences for Board Members, Officers, and Contractors: Fines are not a meaningful remedy against those who control the system. Accordingly:

- **Board members and officers:** formal censure, removal from position, and referral to legal counsel;
- **Contractors and vendors:** immediate termination of the contract; and
- **Residents:** the fines in Section 13, suspension under Article III, Section 1(d), and legal action.

16. Hearing Rights (CCIOA § 38-33.3-209.5): Any Owner who receives a fine has the right to a hearing before the Board:

- (a) **Request:** written request within thirty (30) days of receipt of the fine notice;
- (b) **Notice:** the Board provides at least fourteen (14) days' advance written notice of the hearing;
- (c) **Process:** conducted before an impartial decision maker; the Owner may present evidence and argument;
- (d) **Decision:** written decision within thirty (30) days of the hearing; and
- (e) **No fine during pendency:** no fine shall be imposed while a timely-requested hearing is pending.

17. Owner Responsibility for Tenants: Owners remain responsible for compliance with these Rules and Regulations by their tenants, occupants, and guests. Fines for violations by tenants shall be assessed against the unit owner of record. The Association is not a party to any lease agreement between an Owner and a tenant.

18. Relationship to Local, State, and Federal Law: These Rules and Regulations supplement but do not replace applicable Montrose County and municipal ordinances, Colorado law, and federal law. Where another standard is more restrictive, the more restrictive standard applies.

19. No Defense or Offset: An Owner may not withhold payment of any assessment, fine, or fee on the basis of any unrelated dispute with the Association.

20. HOA Information and Resource Center: Pursuant to C.R.S. §§ 12-10-801 and 38-33.3-209.5, owners are directed to the Colorado HOA Information & Resource Center at dre.colorado.gov/hoa-center for information on their rights and responsibilities under CCIOA.

- 21. Annual Registration:** The Association shall register annually with the Colorado Division of Real Estate under C.R.S. § 38-33.3-401. Effective October 1, 2025, HB 25-1043 expanded the information required to be reported; the Board shall ensure annual registration filings reflect these requirements.
- 22. Supplement to Law:** These Rules and Regulations supplement the CC&Rs and Colorado law and do not replace them. In any conflict with the CC&Rs or Bylaws, the CC&Rs and Bylaws control except where Colorado or federal law supersedes them. If any provision is found invalid, the remaining provisions continue in full force.
- 23. Modification:** The Board may amend or repeal these Rules and Regulations at any time subject to Governing Document limitations. Amendments take effect thirty (30) days after adoption and shall be distributed to all owners. The Board shall review these Rules and Regulations annually, and sooner if surveillance technology or applicable law changes.
- 24. Definitions:** Capitalized terms carry the meanings assigned by the Declaration.
- 25. Replacement:** These Rules and Regulations supersede all prior camera and surveillance policies adopted by the Board.
- 26. Mailing Address:**

Correspondence and inquiries regarding these Rules and Regulations shall be submitted to:

The Vineyards at Vista San Juan Homeowners Association I
P.O. Box 966, Montrose, CO 81402

The Vineyards at Vista San Juan Homeowners Association I

By: _____
[Name] [Position]

These Rules and Regulations were adopted by the Board of Directors on [Insert Date], and attested to by the Secretary of The Vineyards at Vista San Juan Homeowners Association I.

Secretary

EXHIBIT A
SURVEILLANCE CAMERA INVENTORY LOG
The Vineyards at Vista San Juan Homeowners Association I

The Board shall maintain a current inventory of every installed camera. This log is an Association record and shall be made available to owners on written request.

Cam #	Location	Field of view	Audio	Installed
1			No	
2			No	
3			No	
4			No	
5			No	
6			No	
7			No	
8			No	

EXHIBIT B

FOOTAGE ACCESS LOG

Every access to footage must be recorded here. Access without a log entry is itself a violation of these Rules and Regulations (Section 13).

[illegible]

EXHIBIT C
PRIVACY CONCERN REQUEST
The Vineyards at Vista San Juan Homeowners Association I

Use this form if you believe a camera intrudes on a reasonable expectation of privacy. Under Section 12, the Board will acknowledge your request within five (5) business days and issue a written decision within thirty (30) days.

Owner / Resident Name:

Unit Address:

Preferred Contact (phone / email):

Camera Location or Number:

Date You First Noticed the Concern:

Describe the concern — what the camera appears to capture, and why:

What outcome are you asking for? (adjust the angle, apply privacy masking, relocate the camera, other)

Signature:

Date:

FOR ASSOCIATION USE ONLY

Date Received:

Acknowledged (within 5 business days):

Reviewed By:

Decision and Date Issued:

A fillable version of this form is posted on the Association's website and is available from the Secretary on request. The posted form and this Exhibit are the same form. If they ever differ, this Exhibit controls.