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Mammoth Estates HOA Rules
Installation of Audio/Video Recording Devices

Effective Date: October 15, 2025; **Revision Effective**: September 9, 2026

These rules are adopted by the Mammoth Estates Homeowners Board of Directors, as expressly authorized by the Covenants, Conditions and Restrictions for Mammoth Estates Condominiums, Inc. ("Association") as amended and restated ("CCRs") and applicable law to establish rules regarding the installation of audio and/or video security devices, live stream devices, and/or recording devices, including without limitation any kind of "smart" device or doorbell such as a Ring camera, in common areas (collectively "Camera").

Background

California does not permit audio recording of conversations unless all parties consent to being recorded. California law is also clear that video recording devices shall not be used in locations where there is a reasonable expectation of privacy.

The HOA project consists of common areas, restricted use common areas, and private units. Accordingly, the installation of a Camera is sensitive in nature and requires the HOA to consider and balance the privacy of persons in the HOA project versus an owner's desire to install a Camera.

CCRs Section 7.15 set forth the requirements, including HOA approval for making any repairs, alterations or improvements to any portion of the common area which includes the installation of a Camera.

In considering approval of any Camera, the Architectural Committee and/or Board of Directors of the HOA, in addition to all other considerations required by the governing documents (e.g., installation plans, specific Camera model, etc.), shall also consider and implement the following Rules specific to Cameras.

Rules Regarding the Installation of Cameras

1. Mammoth Estates Condominium owners shall not install or authorize the installation of audio and/or video security devices, live stream devices, and/or recording devices, including without limitation any kind of "smart" device or doorbell such as a Ring camera, in common areas (collectively "Camera") in any common area, including on the exterior of any Mammoth Estates Condominium building, without the prior approval of the Architectural Committee or the Board Directors pursuant to the governing documents.
2. When considering the request to approve the installation of a Camera, the Architectural Committee or Board shall consider and weigh the following factors:
   A. The field of view of the Camera and whether the Camera has a fixed angle view and zoom capabilities**;**
   B. The Camera's audio settings including any ability to capture audio beyond normal human hearing capabilities;

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C. The privacy of all persons in the vicinity of the Camera;
D. The unique circumstances of the HOA project and the specific location of the Camera including the close proximity of units and common areas, as well as the unique architectural features such as large windows,
E. Security concerns and the need for such a Camera including any history of security incidents and concerns; and
F. All other relevant factors.

3. The Architectural Committee or the Board may impose any reasonable conditions of approval including without limitation any of the following: limiting the use of a video camera to a fixed angle view, permanently turning off any audio recording capability, other conditions to address privacy or other concerns, written confirmation that the owner has complied with the conditions, and an indemnification agreement (in a form similar to the attached indemnification) to address liability as a result of the Camera installation including without limitation for violations of privacy and other state and local laws.
4. Mammoth Estates Homeowners Board of Directors may authorize the HOA managers to install Cameras in public areas of the common area such as entrances, common area, parking areas, etc. consistent with the HOA's obligation to maintain, protect, and preserve the common areas, provided that the approval of the Camera considers the factors listed in these Rules. Such Cameras shall be owned, operated, and maintained by the HOA and/or its authorized agents.

The Mammoth Estates Homeowners Board of Directors resolved on this 9th day of September 2026 to adopt the revised rule.

DocuSigned by:
CATHERINE BLAKEMORE
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Catherine Blakemore, President

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Draft Indemnification Agreement

This Indemnification Agreement between the Mammoth Estates Homeowners Association, hereafter ME HOA[check legal name,] and [Name of Owner, the owner of unit(s) * and * , hereafter Owner] is entered into on [add date]

This indemnification agreement concerns the ME HOA approval of the owner's request to install a video and/or audio recording device on [date] (Attachment 1).

Owner agrees to indemnify, defend and hold harmless the ME HOA, its board of directors, officers, employees, management company, and agents from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to::

1. Any personal injury or property damage sustained by any person or entity, caused by or resulting from any act, neglect, default or omission of the owner in connection with the installation of the video and/or audio device.
2. The owner's, or their agent's or employee's failure to fulfill the conditions and obligations specified in the ME HOA approved installation of a video and/or audio recording device.
3. Any violation of the governing documents and any state or local laws or other requirements by owners, their agents or employees in conjunction with the ME HOA approved installation of a video and/or audio device.
4. The installation, operation, maintenance, or use of the camera, including claims alleging invasion of privacy, defamation, harassment, negligence, or violation of any law.
5. The recording, storage, use, disclosure, or dissemination of any video, audio, or photographic material captured by camera.
6. Any claim brought by any person (including a neighbor, guest, tenant, contractor, or other third party) alleging harm or injury caused by the camera.

_____ Date:
Mammoth Estates HOA by its_____

_____ Date:
Owner, Unit(s)