

**MILLS BRANCH VILLAGE COMMUNITY ASSOCIATION  
SECURITY CAMERA POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

WHEREAS, Mills Branch Village Community Association, Inc., a Texas nonprofit corporation (the "Association"), is the governing entity for Mills Branch Village, Sections 1, 2, 3, 4, 5, and 6, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk's Film Code Nos. 328001, 338096, 346147, 349130, 353009, and 354029, respectively, along with any amendments and replats thereto, and any additional property brought within the jurisdiction of the Association in the future (the "Subdivision"); and

WHEREAS, the Subdivision is governed by the Declaration of Covenants, Conditions and Restrictions for Mills Branch Village recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. U825812, along with any supplements, amendments, or annexations thereto, (the "Declaration"); and

WHEREAS, the Declaration empowers the Association's Board of Directors to adopt rules governing the Common Area of the Subdivision; and

WHEREAS, Section 2.101(17) of the Texas Business Organizations Code authorizes the Association to adopt and amend governing documents to manage its affairs; and

WHEREAS the Association owns and operates security cameras within the Subdivision, the sole purposes of which are for the protection of Association property, for investigating violations of Association dedicatory instruments, and to enable law enforcement to investigate and prosecute any criminal activity related to Association property; and

WHEREAS the Association considers it to be in the Association's best interest to adopt policies and procedures for the treatment of video captured by the security cameras; and

NOW THEREFORE, in accordance with the foregoing, and as evidenced by the certification hereto, the Association hereby adopts the following Policy:

1. Video, images, or data recorded on security cameras, their software or connected devices (together hereinafter "security footage") are for the exclusive use of the Association, for the sole purposes of protecting and preserving Association-owned property, enforcing the Association's dedicatory instruments, and furthering the purpose of the Association as determined by the board of directors in its sole discretion.
2. Security cameras and security footage are not for the safety, security, or other benefit of Association Members, the general public, or any other person or entity other than the Association.

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### 3. PROCEDURES FOR OPERATION OF SURVEILLANCE CAMERAS:

The following procedures will be followed:

- I. Notices that surveillance cameras are in use shall be posted in locations as determined by the Board.
  - II. Only the Association's **board of directors and managing agent** are authorized to access and review security footage; however, such access shall be strictly limited to instances where there is a legitimate need to review the security footage in furtherance of the Association's purposes. Unless a legitimate need arises, no person shall review any security footage. A legitimate need to review security footage is a need that results from:
    - i. a documented incident of damage or trespass to the Common Area or other Association property, and/or, a violation of the Association's dedicatory instruments, and/or, events as otherwise provided herein; or
    - ii. in order to monitor vendors and agents in the performance of their duties within parameters authorized by a majority of the board of directors; or
    - iii. in furtherance of Association purposes, as determined by the vote of a majority of the board of directors.
4. In the event of a legitimate need to review security footage, the Association directors, and/or its managing agent, may access and review the security footage as it relates to the property damage, trespass, or violation necessitating the review.
  5. In the event of a written request from any state or federal law enforcement agency for security footage, the Association's board may vote to authorize the release of security footage to the requesting law enforcement agency.
  6. Security footage, to the extent it has been preserved, will also be made available as required in response to any valid subpoena issued to the Association, or by order of a court or other body of competent jurisdiction.
  7. Should an Association member desire to have security footage provided to law enforcement for investigation or prosecution of a matter regarding that member's property or other self-interest, the following guidelines shall apply:
    - a. The member should notify the investigating officer that there are cameras at a particular location relevant to the investigation, which should typically prompt the officer to request the security footage from the Association.
    - b. Should the investigating officer not request the security footage, the member may submit a request to the Association's managing agent, including the police report or case number and the name and contact information of the investigating officer.

- c. The security footage, to the extent preserved, will be made available to the requesting law enforcement officer or agency as is reasonably practicable.
  - d. The security footage shall not be provided directly to any member, but will be delivered directly to the applicable investigating officer or law enforcement agency making the request.
  - e. If the Association deems it necessary or convenient, the investigating officer may access and review the raw footage in the presence of a person authorized to do so pursuant to this policy.
  - f. **Any such use of security footage is strictly incidental and ancillary to the primary purpose of the security cameras as set forth in this Policy. Notwithstanding any provision herein, the Association has no obligation to provide any security footage for the benefit of any person or entity other than the Association.**
8. Security footage will not be provided to any person or entity other than as set forth above.
9. Password changes shall be implemented as deemed appropriate by the Board. Password security will be layered commensurate with the access described below:

Position	View Current Images	View Prior Images on DVR	Archive Images	Change System Parameters	Issue/Change Passwords
Association President and Association Board Director Back-up Designee	Yes	Yes	Yes	Yes	Yes
Other Association Directors	Yes	Yes	Yes	No	No
Association Community Manager	Yes	Yes	Yes	No	No
Association residents	No*	No*	No*	No	No
Law Enforcement Authority	Yes	Yes	No*	No*	No*
Other	No*	No*	No*	No	No

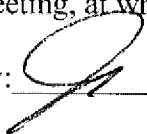
\*The Association may provide limited access if there is legitimate need and a majority of the Board approves. Limited access is granted per use basis, and each instances needs approval of the Board.

10. The following will be authorized to access the video records and archival material according to the limitations provided in this Policy:
- a. Association’s Board President
  - b. Association’s Board Members
  - c. Association’s Community Manager

11. From time to time, the Association's board of director may determine the period of time for which any video, images, or data recorded on security cameras, their software, or connected devices, will be preserved. However, absent such an official determination, there shall be no required time-period to preserve such video, images, or data, and the Association shall take no steps to preserve any such video, images, or data.

**CERTIFICATION**

"I the undersigned, being a director of Mills Branch Village Community Association, Inc., hereby certify that the foregoing was approved by a majority of the Association's board of directors, at an open and properly-noticed board meeting, at which at least a quorum of the board was present."

By: 

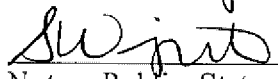
Print Name: JERRY R KAUFFEN Title: PRESIDENT

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that they are the person who signed the foregoing document in their representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 24 day of January, 2024.

  
 Notary Public, State of Texas



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# Pages 5  
05/22/2024 11:16 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$37.00

RECORDERS MEMORANDUM  
This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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