



# LIDO SANDS COMMUNITY ASSOCIATION

## RECREATION CENTER RULES & REGULATIONS

Revised 11/16/11 (Ver 3.0)

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### Table of Contents

	<u>Page</u>
Introduction	1
Section I – Recreation Center Hours	1
Section II – Recreation Center General Use Regulations	1
Section III – Pool Area Rules & Regulations	3
Section IV – Reserving the Recreation Center	4
Section V – Due Process for Suspension of Recreation Center Privileges and Fines	5
Section VI – Penalties and Suspension of Recreation Center Privileges	6
<b>Appendices</b>	
Appendix A – Tenant Registration Form	7
Appendix B – LSCA Recreation Center Usage Agreement (2 pages)	8-9
Appendix C – LSCA Video Surveillance Policy (2 pages)	10-11

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## **Introduction**

*The following Lido Sands Recreation Center Rules and Regulations were adopted by the Lido Sands Community Association Board of Directors in June 2008 and amended in August 2009. These Rules and Regulations govern the Lido Sands Community Association (LSCA) Recreation Center, located at 4700 Lido Sands Drive in Newport Beach, CA, and includes the athletic facilities, pool and enclosed gated area surrounding the pool (“Pool Area”), playground facilities, restrooms, grass and picnic areas, and adjacent LSCA private streets (see LSCA Parking Regulations for specific regulations governing the use of the private streets of LSCA).*

*These Rules and Regulations shall apply to all LSCA Members, including family, guests, and Tenants of Members. A LSCA Member is defined as any person who holds a recorded ownership interest in an LSCA property, such that their name is on the deed which has been recorded with the County’s Recorder’s office. A Tenant may use the Recreation Center facilities upon proper authorization from the Member, as described in these Rules and Regulations. It is the responsibility of the Members to inform their family, guests, and Tenants of these Rules and Regulations.*

*These Rules and Regulations have been established for the purpose of safety, the preservation of LSCA’s property and for the enjoyment and benefit by LSCA Members and their families, guests and Tenants. These Rules and Regulations are adopted pursuant to the authority granted the LSCA’s Board of Directors by the LSCA governing documents and applicable law.*

*The LSCA Recreation Center is the exclusive property of LSCA and may only be used by LSCA Members, family, guests and Tenants. An assigned key is required for admittance to the Recreation Center. Only Members in good standing will be allowed admittance to the Recreation Center. Any Member may delegate their right of enjoyment of the Recreation Center to their Tenants who reside on their Lido Sands property pursuant to proper authorization. Such proper authorization shall consist of submitting a properly completed Tenant Registration Form, executed by the Member, to the LSCA Board of Directors (see Appendix A). The rights and privileges of such Tenant are subject to suspension to the same extent as those of the Member, as described in these Rules and Regulations.*

## **Section I – Recreation Center Hours**

Recreation Center hours are 7:00 a.m. to 10:30 p.m., 7 days a week. Anyone inside the Recreation Center property, including the Pool Area, Playground, Picnic or Basketball Court areas during off hours is subject to arrest by the Newport Beach Police for trespassing.

## **Section II – Recreation Center General Use Regulations**

- A. ALL PERSONS USING THE RECREATION CENTER WILL DO SO AT THEIR OWN RISK.
- B. THERE IS NO LIFEGUARD ON DUTY IN THE POOL AREA. ALL MEMBERS, TENANTS, THEIR FAMILIES AND GUESTS USING THE POOL AREA WILL DO SO AT THEIR OWN RISK (see Section III - Pool Area Rules & Regulations).
- C. LSCA assumes no responsibility for accidents or injury in connection with such use or for the loss of damage to personal property.
- D. Individual LSCA Members are financially responsible for any debts, damages, breakage, or labor and material charges incurred in conjunction with the misuse of LSCA property by the Member, their family, guests or Tenants.

Lido Sands Community Association  
Recreation Center Rules & Regulations – Revised 11/16/2011 (Ver. 3.0)

- E. For the period in which the Member is Past Due on regular assessment payments (i.e., dues) or any special assessments levied by LSCA, the rights to use the Recreation Center may be suspended by the Board of Directors until the Member's account is paid up to date, after due notice and hearing as provided in California Corporations Code §7341.
- F. For the safety of the children and the LSCA Recreation Center facilities, all gates must be closed and locked when entering or exiting the Recreation Center and/or Pool Area. Any Member allowing or providing access to the Recreation Center to any individual accepts responsibility and liability for that individual.
- G. Climbing, scaling or jumping any exterior or interior fences or walls of the Recreation Center is strictly prohibited and will subject the responsible Member or Tenant to loss of Recreation Center privileges as set forth below in Sections V and VI.
- H. Members, including family and Tenants must have their Recreation Center key with them at all times and may be asked to present the key at any time to verify Membership. Recreation Center keys may not be loaned out. A loaned out key will subject the Member or Tenant to loss of Recreation Center privileges as set forth below in Sections V and VI.
- I. No pets or animals are allowed in the Pool Area at any time (see Section III - Pool Area Rules & Regulations). Pets are allowed in the Recreation Center outside of the Pool Area, subject to the following:
  - 1) It is the responsibility and liability of the pet's owner/handler to properly restrain such pet as needed to protect others, and pets of others, in the Recreation Center.
  - 2) The pet's owner/handler must immediately clean up nuisances made by pets.
  - 3) The provisions of this section shall not apply to any blind person using a guide dog provided the dog is on a leash, or as required as an accommodation under the Americans with Disabilities Act.
  - 4) Responsible party complies with all other applicable ordinances, permit and licensing requirements with regards to pets and animals.
- J. No areas of the Recreation Center may be reserved for exclusive use; however, a Member in good standing may reserve the Recreation Center on a non-exclusive basis for a group event (See Section IV - Reserving the Recreation Center).
- K. LSCA Members and authorized Tenants are allowed up to entertain a maximum of ten (10) guests in the Recreation Center at any one time. If an event involves more than ten (10) guests, the Member or authorized Tenant will be required to make a reservation subject to the procedures in Section IV - Reserving the Recreation Center).
- L. Children of Members under the age of 18 are allowed to entertain a maximum of four (4) guests in the Recreation Center at any one time, without adult supervision; however, children under the age of 16 are not allowed to use the Pool, or be in the Pool Area, without adult supervision (see Section III - Pool Area Rules & Regulations).
- M. Consumption of alcoholic beverages is permitted for LSCA Members, their family and guests who are 21 years of age or older. Underage consumption of alcoholic beverages is strictly prohibited in the Recreation Center. Glass containers are prohibited in the Pool Area (see Section III - Pool Area Rules & Regulations).
- N. The Recreation Center is subject to the ordinances of Newport Beach which prohibit certain activities/actions, including but not limited to, underage consumption of alcoholic beverages, use or possession of illegal controlled substances, excessive noise, and usage/display of fireworks. Illegal activity as deemed by the Newport Beach Police will subject the responsible Member or Tenant to loss of Recreation Center privileges as set forth below in Sections V and VI, and violators will be subject to arrest by the Newport Beach Police.
- O. No riding of bicycles, skateboards or other vehicles allowed in the Recreation Center.

- P. No advertising or notices of any kind may be placed within the Recreation Center facilities, except for items approved by the LSCA Board of Directors. No vending of any kind permitted inside the Recreation Center facilities without prior written approval from the LSCA Board of Directors.
- Q. No storage of personal property is allowed in the Recreation Center. All items left in lost and found are subject to be discarded after seven (7) days.

### **Section III – Pool Area Rules & Regulations**

- A. The Pool Area is part of the LSCA Recreation Center and is therefore subject to the Recreation Center Rules in addition to this special set of Pool Area Use Rules and Regulations.
- B. Pool Area Regulations -
  - 1) THERE IS NO LIFEGUARD ON DUTY IN THE POOL AREA. ALL MEMBERS, TENANTS, THEIR FAMILIES AND GUESTS USING THE POOL AREA WILL DO SO AT THEIR OWN RISK. ALL POSTED SIGNS POOL RULES, CITY AND COUNTY REGULATIONS MUST BE OBEYED. LIDO SANDS COMMUNITY ASSOCIATION, THE MEMBERS, DIRECTORS AND MANAGERS ARE NOT RESPONSIBLE FOR ACCIDENTS OR INJURIES. PARENTS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR CHILDREN.
  - 2) The LSCA pool is for the exclusive use by Members and Tenants, their families and invited guests only. Anyone using the facilities in the Pool Area who is not authorized is subject to arrest by the Newport Beach Police for trespassing.
  - 3) Any authorized user allowing or giving access to the Pool Area to any individual accepts responsibility and liability for that individual.
- C. Pool Use Rules -
  - 1) Pool is for the use by LSCA Members, authorized Tenants, and invited guests only.
  - 2) Gates must be closed and locked immediately after entering or exiting the Pool Area.
  - 3) Everyone must rinse in the Pool Area shower before entering pool, especially to remove beach sand from body, which can cause excessive damage to filters and require the closing of the pool for repairs.
  - 4) Children under 16 years of age are not permitted in the Pool Area unless accompanied and supervised by an adult over 21 years of age.
  - 5) Proper swimwear must be worn at all times. No cut-offs or clothing other than swimsuits is permitted in the pool.
  - 6) For all children not toilet trained, swim diapers or swim pants ARE REQUIRED. Disposable diapers ARE NOT PERMITTED in the pool.
  - 7) No food or drinks allowed in pool.
  - 8) No glassware or other breakable objects are allowed in Pool Area.
  - 9) No running, pushing or unnecessary noise allowed in Pool Area.
  - 10) No pets allowed in the Pool Area.
  - 11) Diving off furniture or throwing furniture into pool is strictly prohibited and may result in the responsible Member or Tenant loss of Pool Area and Recreation Center privileges.
  - 12) LSCA reserves the right to deny use of the pool to anyone at anytime.

### **Section IV – Reserving The Recreation Center**

An LSCA Member in good standing<sup>1</sup> may reserve on a non-exclusive basis the Recreation Center for a group event (“Event”) of more than ten (10) guests by agreeing to and complying with the terms of the LSCA Recreation Center Usage Agreement (see Appendix B). The executed LSCA Recreation Center Usage Agreement and all other documents and fees must be submitted to the Recreation Center chairperson a minimum of two weeks prior to the date of the Event. Reservations must be approved by the Recreation Center chairperson, or in the absence of a Recreation Center chairperson, by the LSCA Board during a regular Board meeting. Events are limited to a maximum of one-hundred and fifty (150) individuals.

- A. Non-Exclusive Use means that the LSCA Recreation Center and Pool Area can NOT be solely reserved for an individual Member’s Event. All LSCA Members and guests may have access to the Recreation Center during another Member’s reserved Event. The reservation process is required so the Member can attest to the terms and conditions of holding a group Event at the Recreation Center, and so that multiple Events will not be scheduled at the same time.
- B. Proof of Insurance Required. As part of the reservation process, the Member must provide a current homeowners/renters insurance declarations page/certificate evidencing a minimum of \$1 million in liability coverage, or, in the alternative, obtain a "special events" rider/endorsement to their homeowner's policy which provides \$1 million in liability coverage.
- C. Deposits and Fees. As part of the reservation process, the Member must submit the following deposits and fees in the form of a check made out to “Lido Sands Community Association”:
- 1) A cleaning deposit, refundable to the extent the Recreation Center is cleaned after the Event –
    - a). \$100 for Events with under 100 guests
    - b). \$500 for Events with 100 or more guests
  - 2) A non-refundable usage fee –
    - a). \$0 for Events with under 50 guests
    - b). \$50 for Events with 50-99 guests
    - c). \$250 for Events with 100 or more guests
  - 3) A non-refundable utility fee of \$35 for “Bounce House” or other accessory that utilizes continuous electricity throughout the Event
  - 4) A penalty fee of \$250 will apply if a Member holds a group event consisting of more than ten (10) guests without complying with the reservation requirements established in these regulations.

The foregoing fee schedule shall also constitute LSCA's "Monetary Penalties Schedule" for violation of these rules and regulations pursuant to California Civil Code §1363(g), in addition to revocation of Recreation Center privileges.

- D. Unauthorized Group Events. If a Member holds a group event at the Recreation Center consisting of more than ten (10) guests without reserving the Recreation Center through the means established in these regulations, it will be implied that all the terms and conditions of the LSCA Recreation Center Usage Agreement will be in effect, including the provisions for fees and deposits which will become immediately due and payable. Additionally, an unauthorized Event will subject the responsible Member to loss of Recreation Center privileges. Finally, because the Event was not previously authorized through the means established in these regulations, individuals will be deemed by LSCA to be considered trespassing and subject to arrest by the Newport Beach Police.

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<sup>1</sup> Homeowners are deemed to be in “good standing” when all assessments, regular or special, have been paid to date (not “past due”) and/or the Homeowner is not currently suspended from membership privileges via a Board imposed action resulting from the violation of LSCA rules and regulations. Membership privileges include, but are not limited to, Recreation Center access, Homeowner & Resident Parking Permits, and Visitor Passes.

### **Section V – Due Process for Suspension of Recreation Center Privileges and Fines**

Pursuant to its governing documents and California law, the LSCA Board has the power to impose suspension of Recreation Center privileges and/or charging fines to Members for violations of these rules and regulations, subject to the following “Due Process” guidelines:

- A. Notice of Hearing - If there is an alleged violation of these regulations, the Board will meet to consider imposing suspension of Recreation Center privileges and/or fines on the Member. Said meeting shall occur at the next regularly scheduled board meeting as a "New Business" agenda item. The Board will notify the Member in writing, by either personal delivery or first-class mail, at least 10 days prior to the meeting (if the next regular Board Meeting will occur in less than 10 days the Board, in its discretion, can reschedule the Board meeting or schedule a special Board Meeting to allow for proper 10 day notice). The notification to the Member shall contain, at a minimum, the date, time and place of the meeting, the nature of the alleged violation for which the Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting.
- B. Accused Member May Attend Hearing in Executive Session – An Executive Session is a private Board meeting which Members are not allowed to attend, as authorized by California Civil Code 1363.05, so that the Board may address issues which involve privileged information or matters of a private nature. In the case of a disciplinary hearing the accused Member is entitled to attend the disciplinary hearing in person to have the opportunity to defend him/herself related to the alleged violations. During the disciplinary hearing the Board shall meet in executive session if requested by the Member being disciplined. Once the hearing has concluded, the accused Member will be dismissed from the remainder of the Executive Session.
- C. Limited Pre-Hearing Discovery – The accused Member has the ability to know the evidence against him/her prior to the Executive Session so that they can prepare a defense. The evidence will normally be presented in the Notice of Hearing; however, the accused Member may request additional evidence (if any) up to 24 hours prior to the Executive Session from the Board.
- D. Witness to the Violation – A witness to the violation may not be anonymous.
- E. Hearing Evidence – It is LSCA’s intent to conduct disciplinary proceedings in a professional, fair, reasonable and expeditious manner, and as such the Board will first hear evidence from the accusing witness(es), and then the accused Member may respond with evidence in his/her defense. In lieu of attending the hearing, the accused Member may submit to the Board, in a timely manner, their defense in writing. All parties will direct their questions and comments to the Board and not to each other. The Board can then, if the questions are appropriate, seek a response from the other side.
- F. Hearing Proceedings – The President will chair the hearing. In circumstances where the President is absent or is the accused Member or accusing witness, the order of chairmanship for the hearing will be as follows: Vice-President, Secretary, Treasurer, longest-tenured non-officer Director.
- G. Board Decision – At the conclusion of the disciplinary hearing, the accused Member and any non-Directors (e.g., accusing witnesses) will be dismissed from the Executive Session and the Board will discuss the matter and decide if penalties, such as fines and suspension of privileges, should be imposed on the accused Member. The record of the Board’s decision must be recorded in the minutes.
- H. Notice of Decision – If the Board decides to impose discipline on a Member, notice of the disciplinary action must be given by personal delivery or first-class mail within 15 days following the action. “Notice of Decision” letters should be written so that a person unfamiliar with the situation could determine from the letter itself why the hearing was held, who participated, what was decided and why. The letter should contain the following information: date of the hearing, specific provisions of the Rules and Regulations the Member violated, whether or not the Member was present at the hearing (or submitted their defense in writing), a summary of the events leading to the hearing, the evidence that the Member was in violation and the evidence (if any) presented by the Member in defense, the findings by the Board, and the discipline imposed by the Board.

**Section VI – Penalties and Suspension of Recreation Center Privileges**

Based upon the nature of the violation, the Board may penalize the Member up to the limits established in the Recreation Center reservation fee schedule as detailed in Section IV-C of these regulations, which are incorporated herein as the LSCA's "Monetary Penalties Schedule." In addition, Recreation Center privileges may be suspended up to 30 days, which will include deactivation of the Member's electronic card key to the Recreation Center area.

## APPENDIX A

### TENANT REGISTRATION FORM

	<p>Recreation Center Services Lido Sands Community Association P.O. Box 1373, Newport Beach, CA 92659</p> <p><b>TENANT REGISTRATION</b></p>
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**The following information is required for tenants to be authorized to use the LSCA Recreation Center facilities.**

This form must be resubmitted with current information each time there is a change with any tenant. A maximum of 4 tenants of a rented or leased property may be authorized at any given time.

Homeowner's name \_\_\_\_\_ LSCA Lot # \_\_\_\_\_

Homeowner's Lido Sands property address \_\_\_\_\_

Homeowner's permanent address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Homeowner's telephone \_\_\_\_\_ or agent's telephone \_\_\_\_\_

**Homeowner or Agent, LIST ALL CURRENT TENANTS:**

Tenant name \_\_\_\_\_ Tenant name \_\_\_\_\_

Tenant name \_\_\_\_\_ Tenant name \_\_\_\_\_

Tenant name \_\_\_\_\_ Tenant name \_\_\_\_\_

Homeowner's signature \_\_\_\_\_ Date \_\_\_\_\_

**Homeowner or leasing/rental agent: MAIL THIS COMPLETED FORM TO:  
Lido Sands Community Association, P.O. Box 1373, Newport Beach, CA 92659**



## APPENDIX B (page 1 of 2)

### LSCA RECREATION CENTER USAGE AGREEMENT

#### **LIDO SANDS COMMUNITY ASSOCIATION Recreation Center Usage Agreement (“Use Agreement”)**

A Member of Lido Sands Community Association (“LSCA”) in good standing may reserve on a non-exclusive basis the Recreation Center at 4700 Lido Sands Drive for a group event (“Event”), limited to a maximum of one-hundred and fifty (150) individuals, by agreeing to and complying with the terms in this Use Agreement, as evidenced by signature on reverse side of this Use Agreement. This signed Use Agreement and all other fees and documents must be submitted to the Director designated in charge of the Pool/Recreation Center, or the President if nobody is currently designated as in charge of the Pool/Recreation Center, (“Pool Chairperson”), two weeks prior to the date of the Event.

#### Prior to the Event

1. Provide a current Homeowners/Renters Insurance declarations page/certificate evidencing a minimum of \$1 million in liability coverage, or, in the alternative, obtain a "special events" rider/endorsement to their homeowner's policy which provides \$1 million in liability coverage and submit the same to Pool Chairperson with this signed Use Agreement.
2. Submit Deposit check(s) to the Pool Chairperson as follows:
  - a. A refundable cleaning deposit:  
\$100 for Events with under 100 guests  
\$500 for Events with 100 or more guests
  - b. A non-refundable usage fee:  
\$ 0 for Events with under 50 guests  
\$ 50 for Events with 50-99 guests  
\$250 for Events with 100 or more guests
  - c. A non-refundable utility fee of \$35 for “Bounce House” or other accessory which utilizes continuous electrical usage.
3. Make sure you have sufficient Visitor Parking Passes for the Event. If Parking Guard is on duty (at the entrance to Lido Sands) you should inform him/her of the Event prior to the date of the Event. You may also consider making arrangements with the Parking Guard for the distribution of Visitor Passes on day of Event.
4. Inspect the Recreation Center and report any concerns to Pool Chairperson.

#### After the Event

1. Clean up Recreation Center and place all garbage at curbside near the entrance of the Estrada.
2. After cleaning the Recreation Center, secure and close all gates when leaving.
3. If using BBQ, do not discard hot coals in trash cans. Wait until coals are cooled and then place in trash bag, double bagged and tied.

CLEANING DEPOSIT WILL BE REFUNDED AFTER TRASH HAS BEEN PICKED UP BY CITY (MONDAY) AND RECREATION CENTER HAS BEEN INSPECTED FOR CLEANLINESS

## APPENDIX B (page 2 of 2)

### LSCA RECREATION CENTER USAGE AGREEMENT (cont.)

The undersigned LSCA member (“User”) wishes to reserve for an Event on the date indicated below for non-exclusive use the LSCA Recreation Center, located at 4700 Lido Sands Drive, Newport Beach, CA, inclusive of all amenities within, including but not limited to athletic facilities, pool facilities, playground facilities, restrooms, grass and picnic areas, and LSCA private streets.

Non-exclusive use means that the LSCA Recreation Center and Pool Area is not reserved solely for User-Event. All Lido Sands Members and guests may have access to the Recreation Center and Pool Area during Event. The reservation process is required to ensure that two or more events are not scheduled at the same time, and for the User to attest to the terms and conditions of this agreement and all other governing laws. Please be considerate of other Members and guests enjoyment of the Recreation Center and Pool Area.

In consideration of LSCA allowing such non-exclusive use of the LSCA Recreation Center, the User agrees to the terms of use (reverse) and other provisions as follows:

1. To be responsible for, and provide adequate supervision for, his/her guests at all times and ensure that all applicable laws, restrictions, ordinances, and LSCA rules and regulations are fully obeyed. Any violation of such by the User and/or guests of User may result in forfeit of any refundable deposits, assessment of penalty fees, and restriction on future usage of LSCA facilities. (NOTE: the Recreation Center is subject to the ordinances of Newport Beach which prohibit certain activities/actions, including but not limited to, underage consumption of alcoholic beverages or illegal controlled substances, excessive noise, and usage/displays of fireworks.)
2. To be responsible for any damage to LSCA property, fixtures, or related equipment that occurs during Event, and to provide a current Homeowners/Renters Insurance declarations page/certificate evidencing a minimum of \$1 million in liability coverage, or, in the alternative, obtain and provide proof of a "special events" rider/endorsement to their homeowner's policy which provides \$1 million in liability coverage for the subject event.
3. To the fullest extent permitted by law, User agrees to defend, indemnify, protect and hold harmless LSCA, its Members, Directors and Officers (both collectively and individually), and agents from and against any claims, losses, liabilities, costs, damages, expenses, and attorneys' fees or costs of defense (including expert costs) arising out of or in any way attributable to any and all acts and omissions of the User and/or guests and invitees of User, pertaining to the use of the LSCA Recreation Center, including, but not limited to, personal injury or property damage related to the User, the User's guests/invitees, or any attendee's person, possessions, or property. User expressly agrees that his/her duty to defend and indemnify shall exist regardless of whether or not the User is found to be liable, at fault, or to have violated any duty of care. User also agrees to comply with all applicable federal, state, county and city ordinances, permit and licensing requirements, and agrees to defend and indemnify LSCA for any and all penalties for violating such ordinances, permit or licensing requirements.

Date Of Event: \_\_\_\_\_

User (printed name): \_\_\_\_\_

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

User Address: \_\_\_\_\_ Lot #: \_\_\_\_\_

## APPENDIX C (page 1 of 2)

### LSCA VIDEO SURVEILLANCE CAMERA POLICY

#### **I. Membership Disclosure - LSCA Video Surveillance Camera Policy**

##### **A. Purpose**

After careful consideration, LSCA has determined that the use of video surveillance cameras is necessary to deter acts of vandalism and potential criminal activity, and, increase the likelihood that perpetrators of these acts will be identified. LSCA has adopted this Video Surveillance Camera Policy in furtherance of these purposes and to assist in complying with privacy laws governing the collection of personal information.

##### **B. Camera Locations And Operations**

LSCA has installed video surveillance cameras in the Recreation Center area including the pool and park. LSCA may install additional video surveillance cameras at a future date.

Each location was selected because of its increased potential for incidents of vandalism and other criminal activity. At each location in which cameras are installed, images will be recorded 24 hours per day. All areas subject to video recording will be identified by signs that are clearly posted at the entrance to that area.

Digital video recording equipment will record video images for viewing in the event that facilities are vandalized or reports of possible criminal activity have been received. Live camera feeds may occasionally be viewed by authorized LSCA staff or the LSCA security vendor.

##### **C. Use And Retention Of Digital Images**

1. Video cameras shall be used for the sole purpose of recording digital images to assist in deterring vandalism and other criminal activity. No warranty is made or implied as to resident safety.
2. In the event of a reported or observed incident, the recorded digital images may be used to assist in the investigation of the incident and may be turned over to law enforcement personnel, if appropriate.

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It takes the vigilant observation and prompt action of the owners in order to prevent vandalism and crime. Please report any observed vandalism, incident or violations promptly to any board member per the contact information in the Roster.

For further information about LSCA's Video Camera and Recording Policy please contact the LSCA President.

## APPENDIX C (page 2 of 2)

### LSCA VIDEO SURVEILLANCE CAMERA POLICY (cont.)

#### **II. Internal Policy – LSCA Video Surveillance Camera Policy**

##### **A. Best Management Practices**

1. Cameras shall not be installed on remote controlled rotating mounts. Cameras must be mounted so as to be stationary.
2. Cameras must be adjusted to the extent reasonable to avoid viewing public rights of way to minimize the imposition of a duty to warn of dangerous conditions.
3. Cameras shall be adjusted to avoid views of home windows or private property. Electronic shielding will be required if camera angles necessitate being directed toward homes or private property.
4. Cameras shall not be placed in a manner to view inside restrooms, changing areas or record images of poolside sunbathing.
5. Video recording equipment will not record sound.
6. Recorded images are stored on the digital video recorder, which will be in a secure and locked location under the control of the LSCA board.
7. Up to three selected LSCA board members will have the capability of duplicating live images. Remaining board members will have view only access.
8. At no time will persons other than those designated by the LSCA President have access to the digital images made in the course of video recording. Personal information contained on the digital images shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law.
9. Digital images from the video cameras will be kept for a maximum of two (2) months unless required for the purposes outlined in this policy. If digital images have been used to investigate an incident, those digital images will be retained for one year after a final decision is reached concerning the incident.
10. Digital images that are not recorded over will be erased, deleted or otherwise made permanently unreadable.
11. The LSCA Video Surveillance Camera Policy is to be reviewed periodically to update to current law.
12. Signage: Signage stating that the premises are subject to video surveillance pursuant to the Rules published to the membership shall be posted in a manner to provide notice to users of LSCA property where video camera surveillance is or may be activated.