

**PEACH CREEK PLANTATION PROPERTY OWNERS ASSOCIATION  
SURVEILLANCE CAMERA FOOTAGE POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

WHEREAS Peach Creek Plantation Property Owners Association (hereinafter the "Association") is a Texas nonprofit corporation and the governing entity for Peach Creek Plantation, Sections 1-3, additions in Montgomery County, Texas, according to the maps or plats thereof, recorded in the Real Property Records of Montgomery County, Texas, under Document Nos. 2008023728, 2008081644, and 2008081644, respectively, along with any replats thereto and along with any other real property brought under the Association's jurisdiction (hereinafter the "Subdivision"); and,

WHEREAS the Association is charged with managing, regulating, and governing the Association's Common Area; and,

WHEREAS the Association owns and operates (or intends to own and operate) surveillance cameras within the Subdivision, all of which are placed on Common Area, the sole purposes of which are the protection of Association-owned property, investigating violations of Association dedicatory instruments, and enabling law enforcement to investigate and prosecute any criminal activity related to Association-owned 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 surveillance cameras; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification hereto, the Association hereby adopts, establishes and imposes on the Subdivision, the following Surveillance Camera Footage Policy:

**SURVEILLANCE CAMERA FOOTAGE POLICY**

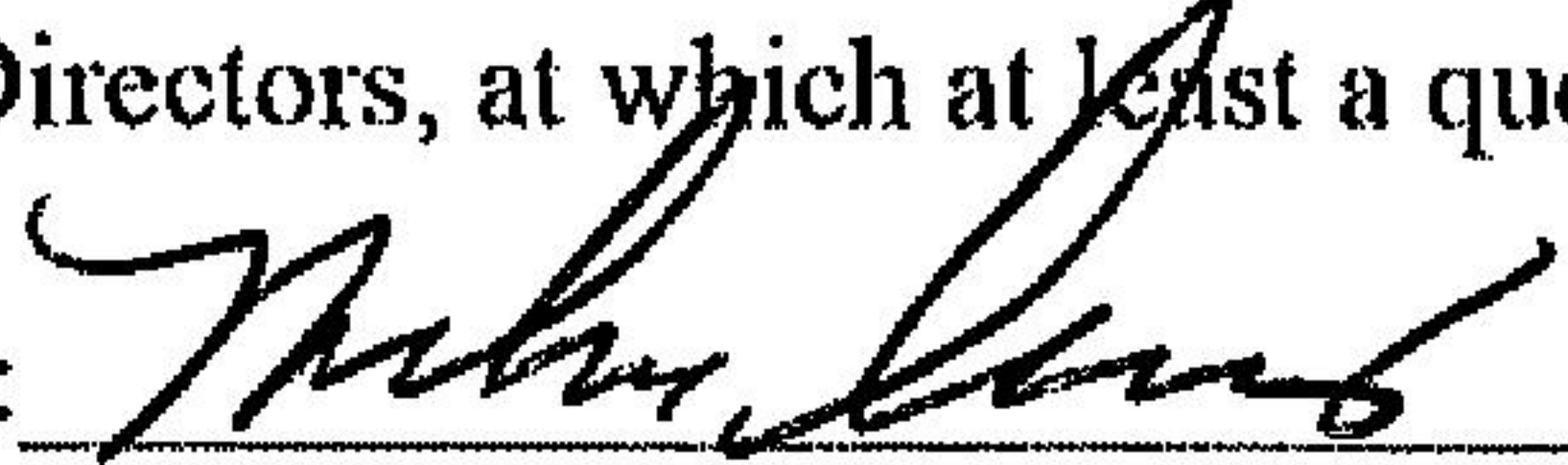
- (1) Video, images, and/or other data recorded on surveillance cameras, their software, or connected devices (together, hereinafter "surveillance footage") are for the exclusive use of the Association, for the sole purposes of protecting and preserving Association-owned property and enforcing the Association's dedicatory instruments. **Surveillance cameras and surveillance footage are not for the safety, security, or any other benefit of the Association's Owners, the general public, or any other person or entity, other than the Association for the sole purposes of protecting and preserving Association-owned property and enforcing the Association's dedicatory instruments.**

- (2) Only the Association's board of directors and managing agent are authorized to access and review surveillance footage; however, such access shall be strictly limited to instances where there is a legitimate need to review the surveillance footage in furtherance of the Association's purposes. Unless a legitimate need arises, no person shall review any surveillance footage.
- (a) A legitimate need to review surveillance footage is a need that results from 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.
- (i) In the event of a legitimate need to review surveillance footage, the Association's directors and/or its managing agent may access and review the surveillance footage as it relates to the property damage, trespass, or violation necessitating the review.
- (A) Following the Association's directors and/or its managing agent accessing and reviewing surveillance footage in response to a legitimate need, the Association may release the surveillance footage to any law enforcement agency, attorney, or insurance investigator, as is deemed necessary or desirable for the prosecution and/or resolution of any claim, lawsuit, and/or complaint, maintained by or on behalf of the Association, regarding damage of or trespass to the Common Area or other Association property, and/or a violation of the Association's dedicatory instruments, and/or criminal activity against the Association and/or Association-owned property.
- (b) No director may access or review surveillance footage unless and until such director has signed an agreement affirming the director shall not disclose, discuss, reveal, or release the contents of the surveillance footage, except in the limit circumstances outlined in such agreement.
- (3) In the event of a written request from any municipal, state, or federal law enforcement agency (including, but not limited to, any agency or body with police powers and/or any agency or body charged with the prosecution of criminal offenses) for surveillance footage, the Association shall release the surveillance footage to the requesting law enforcement agency. Surveillance 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 by a court or other body of competent jurisdiction.
- (4) Should an Association Owner desire to have surveillance footage provided to law enforcement for investigation or prosecution of a matter regarding that Owner's property or other self-interest, the Owner 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 surveillance footage from the Association.

- (a) In the event such a request is made by such law enforcement agency, the Association shall release the surveillance footage to the requesting law enforcement agency.
  - (i) In such event, the surveillance footage shall not be provided directly to any Owner, but will be delivered directly to the applicable investigating officer or law enforcement agency making the request.
- (b) Should the investigating officer not request the surveillance footage, the Owner may submit a request to the Association's managing agent for release of the surveillance footage to the investigating officer. Such request must be made in writing, and must include the police report or case number of the relevant matter, as well as the name and contact information of the relevant investigating officer. The Association's board of directors shall, at the next open and properly-noticed meeting of the board of directors subsequent to the receipt of such a written request, vote on whether to release the Surveillance footage.
  - (i) In the event the Association's board of directors votes to release the surveillance footage, the surveillance footage will be delivered to the relevant investigating officer identified in the Owner's request; the surveillance footage shall not be delivered directly to the Owner.
- (c) 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.
- (d) **Any such use of surveillance footage is strictly incidental and ancillary to the primary purposes of the surveillance cameras, which are: the protection of Association-owned property, investigating violations of Association dedicatory instruments, and enabling law enforcement to investigate and prosecute any criminal activity related to Association-owned property. Notwithstanding any provision herein, the Association has no obligation to provide any surveillance footage for the benefit of any person or entity other than the Association.**
- (5) Surveillance footage will not be provided to any person or entity other than as set forth in this Surveillance Camera Footage Policy.
- (6) 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 surveillance 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 except as may be required by the laws of the State of Texas.

**CERTIFICATION**

“I, the undersigned being a Director of Peach Creek Plantation Property Owners Association, hereby certify that the foregoing was approved by at least a majority of Peach Creek Plantation Property Owners Association’s Board of Directors, at a properly noticed open meeting of the Board of Directors, at which at least a quorum of the Board of Directors was present.”

By: 

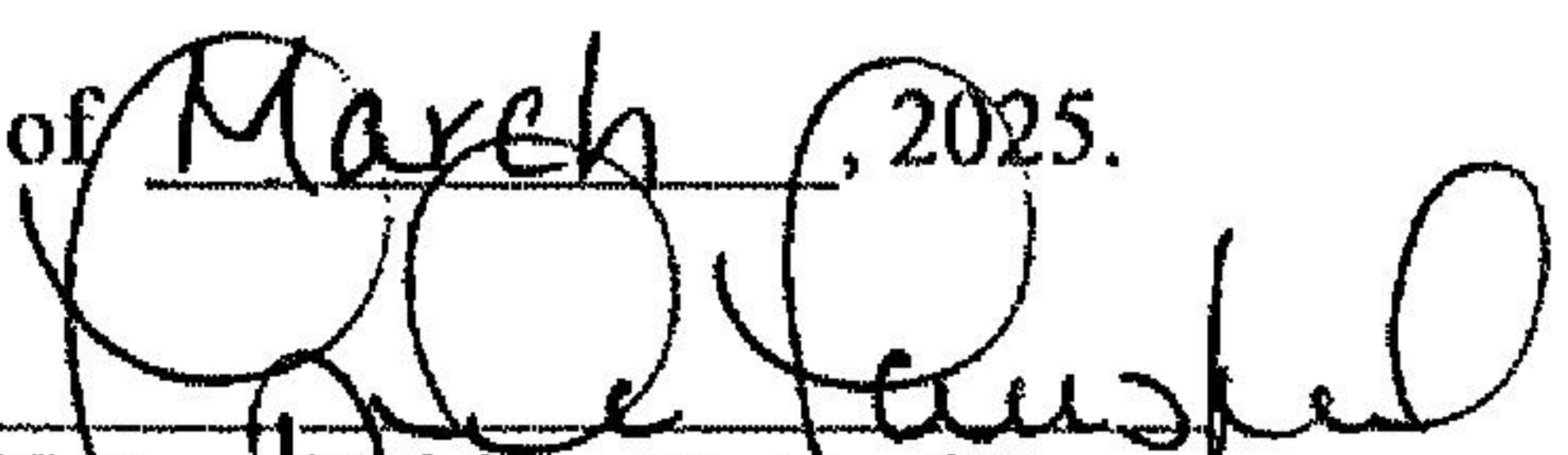
Print Name: MIKE DAVIS Title: PRESIDENT

**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 20<sup>th</sup> day of March, 2025.

  
Notary Public, State of Texas



**E-FILED FOR RECORD**

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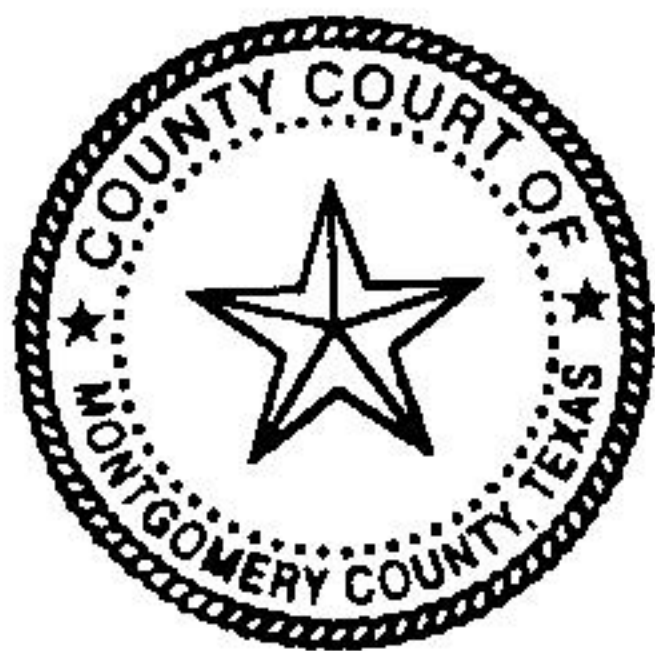
*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**04/17/2025**



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas