

ASSOCIATION OF APARTMENT OWNERS OF KIHEI SHORES

CAMERA POLICY

I. Purpose and Scope

The Board of Directors (the "Board") of the Association of Apartment Owners of Kihei Shores (the "Association") is committed to promoting the safety and security of the community while respecting the privacy rights of owners, tenants, guests, and other visitors. This Camera Policy of the Association (the "Policy") is intended to balance privacy interests with the security interests of the community.

This Policy regulates the use of any camera or video system or device (each, a "Device", and collectively, "Devices") by any person at the Kihei Shores condominium project (the "Project"). For purposes of this Policy, "Owner" means any person or entity owning, or persons or entities owning jointly or in common, a Unit and the common interest appertaining thereto.

This Policy does not apply to the installation or use of any Device by law enforcement personnel.

This Policy supplements the Declaration of Condominium Property Regime, the By-Laws, and the rules and regulations ("Governing Documents"). In the event of a conflict between this Policy and the Governing Documents, the Governing Documents shall control.

II. Policies and Procedures

1. Association Permissions and Restrictions on Access to Video Records.

a. Access to video surveillance records of the Association utilizing Association Devices shall be secured and restricted to Maui County Police Department, the Board of Directors and/or designated persons by the Board of Directors.

b. Except as provided herein, Association video surveillance records shall not be shared or produced to any other person, including owners and tenants, unless there is an order of a court or governmental agency.

c. Video surveillance footage may be viewed by directors of the Association only upon majority vote of the directors, and only in response to an incident or violation that has occurred, including but not limited to, property damage or criminal activity.

d. If access to video surveillance is required for the purpose of a law enforcement investigation due to criminal activity or potential criminal activity, video surveillance will be reviewed by the Board, and pertinent footage related to the investigation will be provided to the police.

2. Security/Storage of Association Video Records.

a. Active video records shall be stored in secured enclosures with limited access.

b. No video shall be published on the internet or streamed to mobile devices.

c. Archived video records of the Association shall be stored only for investigative or legal purposes and may be stored with the Association's attorney and/or managing agent.

d. Generally, video surveillance records of the Association will automatically be erased or overwritten by the recording device when the capacity of the device has been exhausted, which is 30 days. Specific records relating to evidence or investigations, which must be retained, will be copied onto portable media, such as CDROM/DVD, and stored for as long as required, based on the investigation type.

3. Installation Requirements

a. Devices are permitted in an Owner's Unit, door or doorway, including but not limited to Ring® cameras.

b. No person shall install, place, store, or mount any Device in or on the exterior of any building of the Project, protruding through the building walls, windows or roofs thereof, or in or on the common elements without prior written Board approval.

4. Prohibited Uses.

a. No Device may be used in a manner that enables audio recording of persons without their consent.

b. No Device shall be used in a manner that projects towards or records another owner in an area where there is a reasonable expectation of privacy, which includes projecting towards another person's unit and/or through the doorways or windows of another person's unit. Devices are permitted to project towards the common elements including the parking lot.

c. The installation or use of any nonfunctioning "dummy" or "placebo" Device is prohibited.

5. Liability; Indemnification. The Owner shall be responsible for any and all damage arising from or related to the installation or use of the Owner's Device. The Owner shall indemnify the Association and its representatives against, and hold such persons harmless from, any liabilities, damages, losses, obligations, claims of any kind, interest, or expenses (including reasonable attorneys' fees and expenses) arising from, connected with or relating to the installation or use of any Owner's Device.

6. Compliance. The Owner is solely responsible for ensuring the use of any Device complies with this Policy, the Governing Documents, and applicable Hawaii and U.S. federal law. Violations of this Policy shall require removal of the Device and/or assessment of fines. Owners are responsible for their tenants and other occupants of their Unit.

7. Notice; No Reliance. Each Owner is hereby notified that each other Owner may from time to time use one or more Devices as contemplated by this Policy. Without limiting the foregoing, each Owner is solely responsible for the safety and security of such person and such person's property, and no person shall be entitled to rely on the installation, use, active monitoring, or proper functioning of any Device for any purpose.

IN WITNESS WHEREOF, the undersigned has executed this Camera Policy the 15th day of July in the year 2025.



Signature
Its: Secretary

CERTIFICATE

I, hereby certify that the foregoing is a true copy of the Camera Policy adopted at a meeting of the Board of Directors held on July 10, 2025 and duly entered in the book of minutes of the Association, and that this Policy is in full force and effect as of this date.

ASSOCIATION OF APARTMENT OWNERS OF KIHEI SHORES

Authorized Signature

Printed Name

Its: _____