

## **KING'S COVE ASSOCIATION RULES REGARDING SURVEILLANCE DEVICES**

The Board of Directors of King's Cove Association (the "Association") adopts these rules on the 3rd day of November, 2025 effective November 13, 2025.

### **BACKGROUND**

A. The Association is responsible for governance, maintenance, and administration of King's Cove (the "Condominium").

B. The Association exists pursuant to the Michigan Condominium Act and the Michigan Nonprofit Corporation Act, and the Association's Articles of Incorporation, the Amended and Restated Master Deed, and the Condominium Bylaws (collectively, the "Condominium Documents").

C. The Michigan Condominium Act and Article XI, Section 5 of the Condominium Bylaws authorize the Association's Board of Directors to adopt and enforce reasonable rules and regulations in the interest of the Condominium.

D. The Association's Board of Directors desires and intends to adopt reasonable restrictions in the best interests of the Condominium governing the installation and use of cameras, systems and devices that are designed or intended to automatically or remotely capture video or still images (each a "Surveillance Device"). Surveillance Device does not include any item that is intended to be actively operated by an individual (e.g., handheld cameras).

The Association's Board of Directors adopts the following Condominium rules (the "Rules"), which are binding upon all Co-owners and their tenants, occupants, successors, and assigns, and which supersede any previously adopted rules on the same subject matter:

1. Requirement for Board Approval. Except for doorbell cameras (such as "Ring Doorbells") that do not require modification of the Unit's electrical system, no Co-owner may install any Surveillance Device, without first obtaining the Board's written approval.

2. Modification Request Submission. All requests to install any Surveillance Device must be submitted in writing on the Association's Modification Request form which can be obtained from the Association's management company. The request must describe (i) the location of all proposed components of the Surveillance Device, including the location of each camera, (ii) the field of view of each camera, and (iii) a diagram of any wiring necessary for the installation or operation of the Surveillance Device.

3. Specific Regulations.

A. All Surveillance Devices must be installed in the least obtrusive manner possible, as determined by the Association's Board of Directors.

B. All Surveillance Devices must otherwise comply with all federal, state and local laws or regulations.

C. To the extent that changes to the Unit's electrical system are necessary, qualified licensed and insured electricians must perform all Surveillance Device installations, and the Co-owner must provide the Association with the name of the electrician that will be performing the installation along with the electrician's license type and number and a copy of the electrician's certificate of insurance. The Co-owner and electrician must follow all applicable codes and regulations and must obtain all necessary permits at the Co-owner's expense. The Co-owner must provide the Association with copies of all necessary permits prior to proceeding with installation. Once installed, the Co-owner shall provide the Association with any municipal inspection approval if applicable.

D. No Surveillance Device may be installed on or affixed to the General Common Element brick exterior of any Unit.

E. No Surveillance Device may be positioned in such a way that the field of view of any camera captures images of any portion of property other than the Unit or the Unit's Limited Common Element porch, patio, deck, or privacy area. Surveillance Devices shall not be used for the purpose of monitoring the General Common Elements or any other common area of the Condominium.

F. Surveillance Devices shall not be used in any way which may infringe upon any other person's reasonable expectation of privacy.

G. Unless specifically requested in writing by the Board of Directors, the images, videos, sounds or other data captured by a Surveillance Device shall not be submitted to the Board of Directors or the Association's management company.

4. Modification and Alteration Agreement. If the proposed Surveillance Device complies with the requirements in this Rule, and as a condition to receiving the Board's written approval, the Co-owner may be required to execute and submit to the Board the Association's form recordable Modification and Alteration Agreement, which sets forth, among other things, that:

A. The Co-owner is solely responsible for the cost of installing the Surveillance Device and, if applicable, the Surveillance Device installation will be performed by contractors licensed in Michigan and fully insured;

B. The Co-owner is solely responsible for insuring, maintaining, repairing, and replacing the Surveillance Device and for any damages or costs resulting from the Surveillance Device and the costs of any repair, replacement or maintenance of any other Common Elements necessitated, caused by, or related to the Surveillance Device; and

C. The Co-owner will indemnify and hold the Association harmless from any liability, claims or damages in any way related to the Surveillance Device, including but not limited to claims related to invasions of privacy.

5. Board Approval. A modification request will only be deemed approved if:

A. The Co-owner has complied with this Rule and the modification meets all of the requirements of this Rule;

B. The Co-owner has submitted a signed Modification Request form and the form has been countersigned by the Association or its designated agent; and

C. If required, the Co-owner has submitted an original signed and notarized recordable Modification and Alteration Agreement along with any applicable fees including, without limitation, County recording fees.

6. Inspection. Unless waived by the Board in its discretion, the Board may conduct an inspection of a completed installation to ensure compliance with the approval given.

7. Costs. All costs and expenses incurred by the Association that are in any way related to a Co-owner's Surveillance Device may be assessed to the Co-owner's Unit and will constitute an assessment under the Condominium Documents secured by the Association's lien on the Unit, collectible according to the Condominium Documents and the Condominium Act.

8. Approvals Revocable. Any approval granted by the Board is a license. If a Co-owner is not in compliance with the conditions of any Board approval, the Board may revoke the approval upon thirty (30) days written notice.

9. Applicability. This Rule shall be construed in conjunction with, and not in contravention of, the various provisions of the Condominium Documents.

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Respectfully submitted,  
Board of Directors  
King's Cove Association