

Rules and Regulations Governing Drones for Harbor Isles 1 Condominium Association

Adoption

- I. Definitions. In addition to the Definitions listed in the Declaration of Condominium for Harbor Isles 1 Condominium Association, the following definitions apply to the Rules and Regulations governing Drones:
 - A. "Drone" means a self powered, aerial vehicle that:
 1. Does not carry a human operator;
 2. Uses aerodynamic forces to provide vehicle lift;
 3. Can fly autonomously or be piloted remotely;
 4. Can be expendable or recoverable; and
 5. Can carry a lethal or nonlethal payload.
 - B. "Exclusive Use Area": area (and airspace) in which the Resident has a direct or indirect ownership leasehold interest and which is designated for the exclusive use of the Resident. However, such designation shall not be required to exist within the Governing Documents, and may be implied and/or implicit in the ownership or leasehold of a Unit.
 - C. "Image: means a record of thermal, infrared, ultraviolet, visible light, or other electromagnetic waves; sound waves; odors; or other physical phenomena which captures conditions existing on or about real property or an individual located on that property or can be viewed in real time.
 - D. "Imaging device" means a mechanical, digital, or electronic viewing device; still camera; camcorder; motion picture camera; or any other instrument, equipment, or format capable of recording, storing, or transmitting and image.
 - E. "Resident"; any person or entity who has a direct or indirect ownership or leasehold interest in a Unit, regardless of whether such person or entity actually lives or dwells in a Unit or in Harbor Isles 1 Condominium Association.
- II. General Rules
 - A. A Resident, unit owner, tenant, guest, invitee, or occupant shall not use a drone, a drone equipped with an imaging device to record or view in real time an image of privately owned real property or of the owner, tenant, occupant, invite, or licensee of such property, or of the Association's common elements with the intent to conduct surveillance on the individual or property capture in the image or with a recreational or business intent.
 - B. Residents are liable for any personal injury or damage occurring to the Common Area, another Resident's Lot or Exclusive Use Area arising from operating a drone or allowing a tenant, guest, invitee or occupant to use or operate a drone and shall:
 - (a) pay the repair cost for damages to the Common Area, another Resident's Lot or Exclusive Use Area and any other property damaged by use or operation of a drone;
 - (b) pay the medical expenses incurred by persons injured by use or operation of a drone; and

(c) reimburse Residents or the Association for damages caused by use or operation of a drone.

(d) Indemnify the Association against injury or loss caused by use or operation of a drone

C. Notwithstanding the foregoing, the Association's Board of Directors may provide express written consent to any person or organization to use or operate a drone over the Association's or Resident's property. However, any such person or organization shall be liable for any damage caused to the Association or Residents' property or injury and shall be responsible to abide by any local, State, or Federal regulations or laws. Any person or organization shall indemnify the Association against any liability for any damage, injury, and/or non-compliance with local, State, or Federal regulations or laws, including any penalties sustained for such non-compliance. Hours of operating a drone upon approval may only be Monday through Friday excluding holidays from 9am to 5pm with a window of one hour upon approval.

III. Enforcement

A. In addition to the remedies provided in Florida Statute 934.50 for a civil action for compensatory damages and injunctive relief, the Association may impose fines of up to \$100.00 per calendar day for violation of this rule. The rule shall automatically incorporate future amendments to Florida Statute 934.50 regarding the use of drones on private property.

B. If these rules are violated, the Association, after providing the Resident with notice and opportunity to be heard, may also bring an action for declaratory relief in a court of competent jurisdiction to obtain:

(1) a declaratory statement by the court with respect to this matter;

(2) an injunction compelling the removal of the drone;

(3) and award of attorney fees and costs arising from this matter, whether arising during pre-litigation, litigation or appeal; or

(4) such other relief as the Association and the court deem appropriate