



POLICY REGARDING USE OF DRONES IN COMMON
AND LIMITED COMMON PROPERTY

Resolution # 13

The following policy has been adopted by Master (“Association”) at a regular meeting of the Board of Directors.

Purpose: To establish a policy to govern use of drones which includes any type of unmanned aircraft, either with or without cameras, on or affecting Common and Limited Common Property to protect the person and privacy of not only the members, guests, invitees and employees but also the physical property. The Board recognizes that the use of drones must be restricted with a process for use be precisely outlined.

IT IS RESOLVED that the Association does hereby adopt the following policy governing use of Drones or affecting Common and Limited Common Property:

Prior to the use of drones within any Regime, Master Club Areas and/or Commercial Areas, the applicant for drone use must fill out an application with Vivo Management who will determine what entity must approve the application which will include the following terms:

1. Applicant must state the purpose, time, date and flight path map.
2. Applicant agrees that drones cannot be used for recreational purposes. Permitted uses may include the marketing the property for sale or lease, special event videography, or as otherwise permitted by the board from time to time.
3. Applicant must show proof of ability to operate a drone either through licensure or professional references. All references will be validated.
4. In no event should an operator of a drone be permitted to take photographs or videos of any person without that person’s prior written consent or invade the privacy of another person on any lot or common area.
5. No party should be allowed to operate a drone in any manner that constitutes a danger to persons or property, that constitutes a nuisance, or that harasses, annoys, or disturbs the quiet enjoyment of another person, including without limitation, another owner or their family members, lessees, guests or invitees.
6. No party should be allowed to operate a drone in any manner that constitutes a danger or harassment to wildlife.

7. The Owner/Operator assumes all risks and liabilities associated with such activity (including but not limited to liability for injuries to themselves and others, damage to property, claims of invasion of privacy, nuisance, harassment, etc.),
8. The Owner/Operator will indemnify the Regimes, Master Association and Vivo Hospitality and its directors, officers and other representatives against any claims that may be asserted against them on account of the operator's activities (including but not limited to reasonable attorneys' fees and costs).

Violations of this rule may result in a fine pursuant to the Association's fine schedule as adopted and amended from time to time by the Board of Directors or any other remedy allowed by the laws of the State of Oaxaca or Federal laws of Mexico.

Regime?

By: _____
Title



VIVO RESORTS
OAXACAN BEACHFRONT LIVING

Application for Use of Drone

Unit #	
Owner Name	
Contact Email	
Contact Telephone	
If applicable:	
Operator Name:	
Operator Email:	
Operator Telephone:	
Purpose of Drone Use:	
Date of Use:	
Time of Use:	
Flight Path:	Please submit map

I agree to the following with signature below and initialing each term.

_____ Operate only during the time, date and flight path outlined unless given written approval for modification

_____Drones cannot be used for recreational purposes.

_____Must show proof of ability to operate a drone either through licensure or professional references. All references will be validated.

_____In no event should an operator of a drone be permitted to take photographs or videos of any person without that person’s prior written consent or invade the privacy of another person on any lot or common area.

_____ No party should be allowed to operate a drone in any manner that constitutes a danger to persons or property, that constitutes a nuisance, or that harasses, annoys, or disturbs the quiet enjoyment of another person, including without limitation, another owner or their family members, lessees, guests or invitees.

_____No party should be allowed to operate a drone in any manner that constitutes a danger or harassment to wildlife.

_____The Owner/Operator assumes all risks and liabilities associated with such activity (including but not limited to liability for injuries to themselves and others, damage to property, claims of invasion of privacy, nuisance, harassment, etc.),

_____The Owner/Operator will indemnify the Regimes, Master Association and Vivo Hospitality and its directors, officers and other representatives against any claims that may be asserted against them on account of the operator’s activities (including but not limited to reasonable attorneys’ fees and costs).

_____Violations of this rule may result in a fine pursuant to the Association’s fine schedule as adopted and amended from time to time by the Board of Directors or any other remedy allowed by the laws of the State of Oaxaca or Federal laws of Mexico.

Signatures:

Applicant: _____ Co-Applicant _____

Print Name: _____ Print Name: _____

Date: _____ Date: _____

For Management Use Only:

Received By: _____ Date: _____

Sent to: _____ Date: _____

Approved By: _____ Date: _____

Status:

Approved Approved w/ Stipulations Revise & Resubmit Rejected