

Mariner's Cove at Lighthouse Bay

A Waterfront Condominium Community

Book of Rules

Mariner's Cove at Lighthouse Bay Owners Association, acting through its Board of Directors, is charged, and empowered by its declaration and Articles IV Section II of the bylaws and restated bylaws to adopt, amend as appropriate, and enforce rules and regulations governing the operation, maintenance, safety, and use of individual units, common elements, and facilities by the unit owners. Such rules and regulations are designed to preserve the quality of life and value of condominium property and to discourage unreasonable infringement upon the rights of entitled persons to enjoy their use of respective units, and the common elements and facilities. The following "Book of Rules" is a complete register of such rules in effect at the time of its publication. These rules have been distilled from regulations adopted or amended by the Association over a period of several years. Thus, they represent the most comprehensive yet minimally intrusive set of regulations that are appropriate for this Association's community currently.

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Section A. Condominium Units

Each Owner has total control and use over his condominium unit for residential living. Limitations imposed by the Association to enhance the quality of living for all members as follows:

A1. Quiet Time

Each Owner should strive to minimize noise invasion upon other Owners. To facilitate this guideline, Owners and their guests shall not generate or cause obnoxious noise in any form, including music, machinery (treadmill, whirlpool, etc.) and appliances (vacuum cleaners, washing machines, etc.) from 10:00 PM to 8:00 AM each day.

A2. Structural and Mechanical Elements

Use of units shall not damage or interfere with the operation of the common structural or mechanical elements.

A3. Plumbing

The toilets and other plumbing apparatuses shall not be used for any purpose other than those for which they are constructed, nor shall improper articles be thrown into them. Any damages resulting from misuse thereof shall be borne by the member upon whose premises it shall have been caused. Pet litter boxes shall not be emptied into the plumbing system. Repairs to the system caused by this action shall be paid for by the violating owner(s).

A4. Auxiliary Lighting and Heating

No Owner shall install or operate in any building at Mariner's Cove any heating equipment or use any illumination other than electric light or use or permit to be brought into any building, any flammable oils or fluids such as gasoline, kerosene, naphtha, or benzene or other explosives or articles deemed hazardous to life, limb or property without, in each case, obtaining the written consent of the Board.

A5. Gas Fireplaces

Every unit is equipped with a Gas Fireplace. The safety of all the owners depends upon the strict compliance prohibiting the burning of any foreign substance in the fireplace. This list includes but is not limited to paper, cardboard, wood, and Dura Flame logs. The use of the fireplace to prepare any food such as popcorn, smores, etc. is also strictly prohibited.

A6. Antennae and Satellite Dishes

No antennae or satellite dishes shall be inscribed, mounted, or exposed on any Common Element except as approved in writing by the Association.

A7. Holiday Decorations

Holiday lighting and decorations are permitted to be installed inside a unit, but installers are urged to exercise caution during their installation. Homeowners must use only good quality U.L. approved extension cords. Homeowners must not leave illuminations unattended. All holiday lighting and decorations must be removed in a timely fashion not more than two (2) weeks following the holiday. No extension cords are allowed to be installed for outdoor use.

A8. Temperature

The temperature of all units shall be maintained at a reasonable level (above 55 degrees Fahrenheit and below 80 degrees Fahrenheit) year-round to ensure proper operation of all utilities including, but not limited to, plumbing. The unit owner is responsible for any damage caused to individual or common elements caused by his or her failure to maintain a reasonable temperature and any damages sustained by the Association may, at the option of the Association, be treated as an unpaid assessment. The Association further reserves the right to adjust the heat of individual unoccupied units during the winter months.

A9. Window Coverings

All window coverings added by owners to exterior windows must be lined in white or off-white, and all porch window coverings must be white or off-white. Removing the white window grids from exterior windows and exterior door is not permitted.

A10. Waterbeds

No member shall install or use any waterbed or aquarium larger than one hundred gallons without first obtaining approval of the Association and securing a policy of insurance covering any and all losses which may occur as a result of use of such waterbed or aquarium with policy limits in an amount to be established by the Association.

All. New Owner Assessment

As authorized in Bylaws Article V, Section 4 (G) a new owner assessment is levied at the time of purchase. The current amount is \$500.00 but may be adjusted based upon board approval.

A12. Garages

Garages are for the use of Owners only and may not be leased or used by non-Owners. Owners are urged to keep their garage doors closed when not personally occupied. No personal items are allowed to be stored outside of garages. Likewise, no decorations, flags, banners, signs, or the like may be affixed to the outside of the garage at any time. Access panels or pulldown stairs may be installed in garage ceilings for additional storage, but other major alterations or changes require Board approval as stated in Section F. Architectural Regulations.

The cost of the electricity in the garages is paid for by the Homeowners Association. Therefore, the use of heaters, dehumidifiers, freezers, refrigerators or any type of vehicle charging device is strictly prohibited. Likewise, in another energy saving effort, please replace all incandescent light bulbs with new energy saving LED bulbs at your earliest convenience.

A13. Tankless Water Heaters

Tankless water heaters are discouraged within Mariner's Cove because of size and capacity limitations of the gas lines extending between the individual condominiums and respective gas meter on ground level. Condominium owners who choose to install a tankless water heater are solely responsible for the operation. Should the tankless water heater create a noise nuisance to other homeowners, that heater must be replaced at the owner's expense. A Licensed and Insured Contractor must install Tankless Water Heaters.

A14. Spectrum Cable/Internet Access

Spectrum Connections are locked in the Mechanical Rooms of each building.

- a. Access codes/keys are given to the management company, its maintenance staff, and the on-call emergency maintenance staff.
- b. Access codes/keys are given to board and committee members who may be available to provide access when needed by an owner or a contractor.
- c. No keys or codes to mechanical rooms are given to owners in order to protect the security of the building and the safety of the equipment.
- d. When owners are scheduling appointments with Spectrum, they should anticipate that the technician may need access to the locked mechanical room. In order to arrange that access, it is necessary to give at least 24 hours' notice so that a board member or the management company representative can be made available. People have busy schedules. Same day access cannot be promised.
- e. In the event of a true emergency requiring access, the management company's on call staff will respond appropriately.

Section B. Mariner's Cove Condominium Remodeling Rules

A consistent look from unit to unit must be maintained throughout the property and may limit personal decorating style.

BI. Remodeling Rules

1. There may be no structural changes to the unit without the expressed written consent of the Board after they review plans submitted by the Owner.
2. All alterations or repairs to the water, electrical, gas and HVAC systems within a Unit shall be performed only by a licensed contractor; provided, however, that minor alterations and repairs may be performed by the Unit Owner personally.
3. Building and other proper permits must be obtained by the Owner at their own expense.
4. Water shut offs vary from unit to unit. Before doing any plumbing be aware of the location of the water shut-off for your unit. Advanced notice of at least twenty-four hours of shutoff is necessary if other units may be affected.
5. Tankless water heaters are discouraged within Mariner's Cove because of size and capacity limitations of the gas lines extending between the individual condominiums and respective gas meter on ground level. Condominium owners who choose to install a tankless water heater are solely responsible for the operation. Should the tankless water heater create a noise nuisance to other homeowners, that heater must be replaced at the owner's expense. A Licensed and Insured Contractor must install Tankless Water Heaters.

6. Proper sound attenuation material must be used when installing hard surface flooring. All carpet in 2nd & 3rd Floor Units must have padding underneath.
7. The exterior of the building may not be penetrated for any reason including but not limited to installing venting, windows, or sky lights.
8. The sun porch walls in all condominiums must be painted white, off-white or the same colors as external walls (grey).
9. Window coverings must be white-backed or approved by the Board.
10. No exterior doors may be painted. They shall remain a natural oak stain and consistent throughout the property.
11. Cross hatches on double hung windows and storm doors are mandatory for a consistent look throughout the community property. The Board of Directors or our Management Company has special window tape that can be applied to emulate cross hatches when needed.
12. Contractors may NOT use the residential dumpsters to dispose of material and debris.
13. Clean-up of common areas must be done at the end of each workday.
14. The Owner will be responsible for any damage to common areas done by contractors or workers.
15. No noisy work (electric saws, hammer drilling, etc.) may be performed before 9 AM or after 5 PM on weekdays. Weekend work needs Board approval.

Section C. Limited Common Elements

Limited Common Elements as defined in Article 1 of the Bylaws are not included in the description of a unit but are reserved for the exclusive use and enjoyment or service by a Unit Owner.

C1. Vehicle Storage

No trailers, campers or motor vehicles of any kind may be stored on the limited common element premises except in closed garages.

C2. Outdoor Grills

Only covered grills may be used for cooking on the patios or in front of garages or in areas designated and approved by the Association. Grills must be operated at least 10 feet away from our building structures whether used on patios or in front of garages. The NFPA (National Fire Protection Association) 1 Fire Prevention Code regarding Gas & Charcoal Grills adopted by the Waunakee Area Fire District, which includes the Town of Westport and Mariner's Cove, will be enforced and failure to comply could result in a fine.

NFPA 1 3-4.7: No charcoal or gas burners shall be kindled or maintained on combustible balconies or within 10 feet (3m) of combustible patios on ground floors.

NFPA 1 3-4.8: Cylinders having water capacities greater than 2-1/2 lb. (1 kg) [nominal 1 lb. (0.5 kg)] LP Gas capacity shall not be located on balconies above the first floor that are attached to a multiple family dwelling of three or more living units located above one another.

C3. Patios

Patios are limited common elements as defined in Article 1 of the Bylaws. Patios must be installed by a Licensed Professional Contractor. Owners should consult the Landscape Committee and/or Board of Directors about any changes they plan for their patio or gardens so that they are consistent with the overall landscape plan. Paver bricks must be approved by the Board of Directors before installation. The following rules are for patio use:

- a. Only Patio furniture, (such as chairs, and tables), grills and flowerpots that do not detract from the visual attractiveness of the complex may be placed on the patio. Furniture that is neutral in color is required. Umbrellas should be stored inside when not in use.
- b. Due to the safety of all owners, no open flames such as but not limited to Firepits are allowed.
- c. Three potted plants may be placed on each patio. Pots for plants should not exceed two 2 feet in diameter or three 3 feet in height.
- d. Unit owners are responsible for the overall condition of plants. The Association has the right to remove empty planters and planters with dead plants that are in poor condition with three 3 days' notice.
- e. The Board shall have the right to determine if any patio items of individual units detract from the visual attractiveness of the complex.
- f. When used on patios, grills must be ten 10 feet or more away from adjacent buildings. Grills should be covered and moved to the back of patios when not in use.
- g. No storage of personal items is allowed on patios. This includes, but is not limited to bicycles, paddleboards, clotheslines, hanging towels, mops, coolers, rubbish, paper boxes and the like.
- h. Patio furniture and pots shall be removed by November 1 and replaced no earlier than March 30. Exception: Patio furniture that is properly covered by commercially produced patio furniture covers, and sold as patio furniture covers, may be left on a patio throughout the year. Patio furniture covers must have no print or graphic design and be made in a neutral color that will not detract from the visual attractiveness of the complex. All patio furniture covers will include an adjustable tie down strap built into the cover itself. This exception does not include patio umbrellas.

C4. Gardens

There are four types of gardens at Mariner's Cove. They are determined by location. Each have different rights and responsibilities for homeowners and the Association. The following clarifies the rules and guidelines for those four garden types.

Back-Facing Gardens

Back-Facing Gardens are considered limited common elements along with patios. Owners of Back-Facing gardens may choose, purchase, plant and maintain their own perennials and/or annuals in those gardens. Beginning in 2024, these gardens are included in our professional mulching and weed control services.

- a. If Homeowners with Back-Facing gardens wish to be included in these services, they must meet the following basic requirements of the service providers:

- Ground covers must not be planted.
- Plants must be generously spaced.

Gardens with ground covers and/or tightly spaced plants may not be serviced by professional services due to the difficulty of mulching and the possibility of damaging plants. The professional service will make the determination. Owners who do not wish to receive this service should inform the Landscape Committee.

- b. While owners of Back-Facing Gardens have the freedom to choose perennials and annuals, the Landscaping Committee retains the responsibility for selecting/approving the planting of larger, permanent shrubs and trees that might be planted in these gardens. Homeowner input, along with other criteria, will be factors in these decisions. The Landscape Committee will make the final recommendation to the Board of Directors. Homeowners planning additional plantings should contact the Landscape Committee to coordinate with plans for shrub or tree planting.

Side-Facing Gardens

Side-Facing Gardens (adjacent to end units) are common elements. As such, the Homeowner's Association is responsible for selecting, purchasing, planting, and maintaining plants in these gardens. Input will be solicited from the adjacent end-unit owners as well as other building owners. The Landscape Committee will make the final recommendation to the Board of Directors based on owner input and other criteria. Owners who have tended Side-Facing gardens in the past should contact the Landscape Committee for guidance.

Entryway and Interior Walkway Gardens

Entryways and Interior Walkway Gardens are common elements. As such, the Homeowner's Association is responsible for selecting, purchasing, planting, and maintaining plants in these gardens. The Landscape Committee will seek input from the Board of Directors and owners and will make the final recommendation to the Board of Directors based on this input and other criteria.

All Other Gardens

All other gardens are common elements. It is the responsibility of the Landscape Committee and the Board of Directors to select, purchase, plant and maintain plants in these gardens.

Note: This policy applies to new planting only. No existing plants need to be removed.

Section D. Common Elements

Common Elements are for the use of unit owners and their guests. In as much as Mariner's Cove is a private property, trespassers may be asked to leave.

D1. Vehicle Parking

No vehicle shall be parked in any such manner as to impede or prevent ready access to another owner's parking space or garage. The owners, employees, servants, agents, visitors, licensees, and the owner's families should obey the parking regulations posted (parking stalls, fire lanes, etc.) in the parking areas and any other traffic regulations promulgated in the future for the safety, comfort, and convenience of the owners. Unauthorized or illegally parked cars, trucks, or motorcycles in the parking lots shall be removed with the assistance of the police and at the car owner's expense. Vehicles, trailers, or trailers carrying boats or other vehicles may not be displayed with "For Sale" signs on the premises.

No vehicle shall be parked in a parking space designated as a handicapped space unless the vehicle displays a proper handicapped placard or plate issued to a disabled person who was in the vehicle when the vehicle was placed in the designated handicapped space. Owners may ask the Board for permission to use such spaces without such a placard or plate based on their individual circumstances.

D2. Business Vehicle Parking

Any vehicle that displays labeling signage that advertises or identifies a commercial entity, whether for profit or non-profit, shall be considered a business vehicle. Such vehicles are prohibited from parking outside overnight on Mariner's Cove Property.

Likewise, unlabeled light duty trucks with ladders on roof racks or the like are also prohibited.

Pickup trucks with open beds may not have payload higher than the sides of the bed and open for people to see. Pickup trucks with bed caps are exempt from this regulation.

Violators of this rule are subject to being fined and having the vehicle towed off premise.

D3. Vehicle Licenses

All motorized vehicles are to have current licenses and are not to be left in the parking area for a period of non-operation of more than 2 weeks. Vehicles without current license plates are prohibited and will be removed immediately. Labeled work vehicles are not permitted to park overnight.

D4. Vehicle Repairs and Maintenance

No major vehicle repairs are permitted on the common elements. Minor repairs are permitted but must be confined to garages. Minor repairs shall include items such as changing the oil, replacing light bulbs, and changing tires. No washing of vehicles or motorized boats are allowed on Mariner's Cove property.

D5. Recreational Vehicles

No campers, trailers or other recreational vehicles shall be parked on any part of the condominium property for more than twenty-four (24) hours at any given time and must be in a designated parking space. Trailers connected to a vehicle must be parked along Lighthouse Bay Drive.

D6. Sidewalks and Walkways

Sidewalks and walkways must be kept free of all personal items which are likely to obstruct their use, including but not limited to flowerpots, grills, wheelbarrows, and carts. The purpose of this rule is to assure unrestricted use of sidewalks to Owners in the event of an emergency and to assure a uniform appearance of the facility. On the 1st floor only, homeowners are permitted to have a flower next to their doorway as long as it doesn't protrude onto the sidewalk.

Operation of motorized modes of transportation of any kind including electric bikes, scooters and hoverboards are prohibited on the sidewalks and walkways. This rule does not apply to assistive devices designed primarily for use by disabled persons such as motorized wheelchairs and scooters. Owners may ask the board for an exemption from this rule based on disability

D7. Unrestricted Use of Catwalks and Prevention of Fire Hazard

Catwalks on the 2nd and 3rd floors must be kept free of all personal items as mandated by Fire Department regulations. To prevent a tripping or fire hazard, the use of electrical or extension cords outside is not permitted. The purpose of this rule is to assure unrestricted use of catwalks in the event of an emergency and assure the safety to all owners. No items are permitted to hang over the blue rails attached to the catwalk in front of individual units at any time.

Section E. Unmanned Aerial (Drones) Systems

Mariner's Cove does NOT allow Recreational Use of Drones on our Property. Commercial use by contractors, realtors, insurance agents must get special permission from the Board of Directors with a 2-Day Notice and shall be permitted as long as they comply with our Usage Policy for Unmanned Aerial Systems on Mariner's Cove Property found in the Appendices.

Section F. Architectural Regulations

No changes, alterations, removals, and/or additions can be made to any part of the common elements or limited common elements without written approval of the Board of Directors.

Section G. Boating & Marina Regulations

Marina docks are defined as Common Elements. However, for all intent and purposes, slip assignments are to be for the exclusive use of the Unit Owners.

G1. Slip Assignments

One slip will be assigned per condominium unit for Owners who have boats. Requests for reassignment will be accommodated to the extent possible on a case-by-case basis and must be approved by the Marina Committee or Board of Directors, subject to the following provisions.

- a) Owners with jet skis and personal watercraft will be accommodated with a secondary slip assignment to the extent possible and commensurate with the Marina Committee's resolve to assure that an open-unused slip will be available at the channel end of each pier for passenger loading and unloading.
- b) Assigned slips are for use by Owners only. Any boat moored at an assigned slip must be registered in the name of the Owner.
- c) An Owner only, whose circumstances favors renting or leasing a boat, will be permitted to moor the craft in his assigned slip provided the Owner gets approval by the Board of Directors or the Marina Committee. The Owner must provide copies of the rental or lease agreement, the renter's or lessors boat registration, and verification of insurance coverage at a reasonable time prior to mooring the boat. No boats owned by friends, acquaintances, relatives, etc. are allowed.
- d) Rental of slips to any outside person is not allowed. Overnighting by non-Owner guests is not allowed. Use of slips or piers for commercial purposes is not allowed.

G2. Slip Improvements

Shore Station type lifts with Blue, Beige, Light Grey, Dark Grey, or Black canopies are pre-approved for installation at any "internal" slip. External slips adjacent to the channel are not allowed to have lifts. Non-Shore Station type lifts must have prior authorization and approval by the Marina Committee and Board.

G3. Boat Registration

All Owners must provide the Board of Directors boat registration and insurance information by submitting a completed "Boat Slip Registration Request Form" located on the Mariner's Cove Lighthouse Bay website <http://www.marinerscovemadison.com/>.

Owners must also provide any new or changing information on boat size, name, etc. to the Marina Committee or Board of Directors in order to maintain an up-to-date Directory.

G4. Boat Trailers

Boat trailers, empty or bearing a boat, shall not be parked on the grounds for any period in excess of 7 days without prior notice and approval of the Board. It is recognized that there may be times during which boat Owners may need extra time to prepare boats for the summer boating season or winter storage. As a courtesy to Owners, and neighbors, boat owners are requested to keep extended parking times to an absolute minimum. Boat owners will not be allowed to display "For Sale" signs on moored or trailered boats on Association Property. Trailers connected to vehicles are not allowed to be parked on the grounds and must be parked along Lighthouse Bay Drive.

G5. Enforcement

Boats found in the Marina in violation of Section G regulations are subject to referral to the Dane County Sheriff who will be requested to ticket and remove the craft at the Owner's expense in accordance with Dane County Ordinance No. 71.52.

Failure to comply with the boat/trailer parking policy will result in a notice via email or phone call from the Association's Property manager requesting immediate removal of the boat/trailer within 48 hours.

Failure to remove the boat/trailer after such notice will result in a second notice, via a certified letter, informing the party of the Association's intent to have the boat/trailer ticketed by the Dane County Sheriff and removed at the Owner's expense.

.Section H. Upper Deck/Community Room

The Upper Deck is only one component of the Clubhouse which also includes the Library, Exercise Room, Sauna, Indoor/Outdoor Pool, Jacuzzi, and Outside Deck. Regulations regarding the Upper Deck Community room will be discussed in subsequent sections, but it is important to stress here that a NO SMOKING and NO PETS rule is always in effect throughout the Clubhouse.

H1. Upper Deck Exclusivity

The Upper Deck is available for the exclusive use of owners and primarily for personal or family reasons. It is an important amenity, and its care and maintenance will ensure its long-lasting use. NO WET bathing suits allowed in the Upper Deck Community Room.

H2. Upper Deck Reservations

The Upper Deck Community Room is primarily for use by owners for Personal Parties/Gatherings. It cannot be reserved for Business/Commercial use. Owners must reserve the Upper Deck by contacting the Board of Directors in advance of its use, executing a "Reserve upper Deck with & Without Pool & Spa" Form located on the Mariner's Cove at Lighthouse Bay website <http://www.marinerscovemadison.com/>. The Board of Directors reserves the right to require payment of a \$100 deposit upon approval of the request to be used, if necessary, to pay the cost of any cleaning or repairs made necessary by the owner's use of the facilities. The Owner agrees that if this reservation is to also use the indoor pool/Jacuzzi and/or the outdoor pool/Jacuzzi the owner will limit that access to only 1 or both of the Special Requests Time Slots (10:30am— 12:30pm) and/or (5:00pm—7:00pm) that day. The Upper Deck facilities may not be reserved by Owners with unpaid fees or assessments.

H3. Responsibilities & Limitations

The Owner must be present throughout the reserved function and is responsible for all damage occurring during the function. Persons attending the function shall not exceed the one hundred twenty-five (125) person capacity of the Upper Deck and its balcony. The Upper Deck must be vacated by midnight.

H4. Cleaning & Restoration

The Upper Deck must be restored to the same condition and format it exhibited prior to the function by 8:00am of the subsequent day. All garbage shall be removed from the building. All furniture shall be returned to its original position. Furniture that was placed on the outside of the Upper Deck must be returned to the appropriate inside area. The kitchen and bathrooms are to be left in a clean condition. The conference table is to be wiped clean, and the floor should be swept. Lights, fans, and television are to be turned off and the doors and windows closed and locked. Decorations are to be kept to a minimum and removed after the reserved function and no attachments are to be made to the walls. Grilling is not allowed in the Upper Deck Community Room, on the Upper Deck balcony, or in front of the clubhouse. Cleaning equipment is provided by the Association in the closet and in the kitchen.

H5. Inspection

The Upper Deck will be inspected following the reserved function for damage and cleanliness. The owner will be responsible for the cost of any cleaning or repairs made necessary by the owner's use of the facilities.

Section I. Library

The library contains a TV and tables for working or games. A variety of games, books and puzzles are available to Owners. The Library cannot be reserved for anyone's exclusive use. Users are expected to be always considerate of other Owners. No wet bathing suits are permitted in the Library. All minutes of Board of Directors and Owners' meetings are in a binder inside of the cabinet as well as other information about the Association and its facilities.

Section J. Exercise Room & Sauna

The exercise room and sauna are primarily for the use of Owners. These facilities cannot be reserved for any Owner's exclusive use.

The following are regulations applicable to the Exercise room and Sauna:

- a) Adult supervision is required for anyone under the age of sixteen at all times.
- b) No wet bathing suits are permitted in the exercise room.
- c) No instructor is on duty. Use exercise equipment at your own risk.
- d) Do not exceed thirty (30) minutes in sauna.
- e) Persons in poor health should consult a physician before using sauna or exercising.
- I) No food allowed.

Section K. Pools/Jacuzzis/Pool Deck Areas

These facilities are primarily for the use of Owners. Owners may invite up to 8 guests to join them using our facilities but shall exercise discretion to avoid infringing on the enjoyment of other Owners. Owners must notify the Board of Directors in advance when planning to invite more than 8 guests by executing a "Pass for More than 8 Guests for just Pool & Spa Form" located on the Mariner's Cove Lighthouse Bay Website <http://www.marinerscovemadison.com/>. The request limits the time to only 10:30am — 12:30pm and 5:00 — 7:00pm. People using these facilities at very early or late hours shall be considerate of others in keeping noise to a minimum. These facilities cannot be reserved for anyone's exclusive use. There is heavy use of outdoor pool/Jacuzzi/deck area facilities in afternoons during the summer and especially on weekends and should be considered in determining when to invite guests.

Rules for Using Pools, Jacuzzis, and Deck Areas

- a. State & Municipal Statutes: Non-toilet trained persons using the pools and Jacuzzis must wear swim diapers.
- b. State & Municipal Statutes: Diaper changing on the pool decks is prohibited. Diaper changing tables are available in both bathrooms.
- c. Any Owner found in violation of rules a. and b. will lose their pool and Jacuzzi privileges and will be charged the full amount of any required pool sanitizing treatment.
- d. Glass containers are not permitted in pools, Jacuzzis, or deck areas.
- e. No smoking or vaping in pools, Jacuzzis, or deck areas.
- f. No animals in pools, Jacuzzis, or deck areas.
- g. No food or drink in pools or Jacuzzis; for restrictions on deck areas see K1. Food & Drink below.
- h. Shower before entering pools or Jacuzzis.
- i. No diving in pools or Jacuzzis.

- j. Children under age sixteen must be accompanied by an adult.
- k. Children under the age of 5 should not be in the Jacuzzis, even with adult supervision.
- l. Children should not be jumping or playing in the Jacuzzis as the Jacuzzis are for healing and relaxation.
- m. Replace deck furniture in original locations after using for a gathering.
- n. Close umbrellas when leaving the table. If left open and damage occurs the cost of the replacement will be borne by the last person using the table/umbrella.
- o. Observe posted bathing/occupancy limitations.
- p. No lifeguard is on duty, so use pools or Jacuzzis at your own risk.
- q. Be aware that the maximum temperature in the Jacuzzi is 104F (400C).
- r. Long immersion in hot water may cause nausea, dizziness, or fainting. In case of emergency, call 911.
- s. Elderly persons, pregnant women, toddlers, and those with certain health conditions should consult a physician before using Jacuzzis and Sauna.
- t. Hot water immersion while under the influence of alcohol, narcotics or certain medicines may lead to severe consequences and is not recommended.
- u. An owner must accompany guests at all times.

K1. Food & Drink

Drinks are allowed on the deck areas, subject to the NO GLASS CONTAINERS ALLOWED rule.

Disposable drink containers should be promptly discarded in appropriately labelled garbage containers after use. Partially filled disposable containers should be emptied in the bathroom sinks and flushed with fresh water before disposal. If food is brought into the pool deck area, Owners and guests are required to police the area of their gathering before leaving. The Board urges Owners to adhere to these rules which are temporary and may at any time be reverted to the former restrictive NO DRINK / NO FOOD rule by action of the Board in response to repeated complaints of chronic abuse by inconsiderate Owners, and guests.

K2. Quiet Time

Owners and guests are reminded that bedroom areas in building 200 overlook the outdoor pool and Jacuzzi. Consequently, the quiet-time rule from Section A. 1 (10:00 PM to 8:00 AM) will be strictly enforced in and around the outdoor pool, Jacuzzi, and deck area.

Section L. Tennis/Basketball/Pickleball Court

The Tennis, Basketball and Pickleball Courts are primarily for the use of Owners. No bikes, skates or anything with wheels are allowed on the Court at any time. During times when the Owners use of the Tennis, Basketball, and Pickleball Court is minimal, Owners may invite up to 8 guests to enjoy the facilities. At all times owners and guests must regard the primary rights of other Owners by observing quiet times and remembering to turn off the lights after use in the evening. Users of the facilities shall pick up and properly discard their own cans and wastes and lock the gates when leaving an empty court. These facilities cannot be reserved for anyone's exclusive use.

Section M. Guest Policy

"Guest" means one or more visitors invited by an Owner to participate in activities without the Owner present subject to Declaration, Bylaws, and Book of Rules.

All guests using any of the Association's facilities must have a guest pass issued by the Association. All guests under age sixteen must be under adult supervision when using any of the clubhouse or pool facilities. Owners are responsible for the actions of their guests.

MI. Guest Pass Procedure

- a. Only Owners may apply for a guest pass. Owners who have had their use of the facilities suspended will not be eligible to apply for a guest pass.
- b. Owners are responsible for all actions of their guests and will be liable for any violation of rules and damages.
- c. The guest pass allows use of the amenities of the Association, including pools, Jacuzzis, sauna, work-out facilities, tennis, basketball and pickleball courts and clubhouse rooms. It does not include the right to reserve the Upper deck.
- d. Each guest pass is valid for the dates listed on the application, not to exceed 14 consecutive days.
- e. Each unit may apply for 6 guest passes per calendar year.
- f. Guest passes for longer than 14 consecutive days or over 6 passes in a calendar year must receive Board approval.
- g. Each guest pass application may not include more than 8 names.
- h. Application for a guest pass will be made using the "Guest Pass in Owner's Absence Form" located on the Mariners Cove Lighthouse Bay website <http://www.marinerscovemadison.com/>.

A guest pass may be denied if the dates exceed 14 consecutive days, the total guest passes issued to a Unit owner for a calendar year exceed 6, or there have been verbal or written complaints about violations of Condominium rules or amenities concerning the Owner or anyone listed on the guest pass application.

Section N. Pets/Emotional Support and Service Animals

Rules for protecting our environment and public health and safety standards of the community have been established regarding control of pets. The Board of Directors shall have the responsibility to enforce the rules. As of September 13th, 2004, Mariner's Cove is a "NO DOG COMMUNITY" which means no dog living or visiting Mariner's Cove property.

N1. Board Permission Required

As Mariners Cove is a "NO DOG" Community, the exception would be Emotional Support or Service Dogs which will need Board Approval with submission of Proper Documentation.

N2. Leashing

Pets are not allowed to have free run-in common areas. When a pet is outside a unit, it shall always be accompanied by its Owner (or designee) on a maximum 4 feet leash.

N3. Pet Waste

Pet owners are responsible for immediate clean-up of pet waste. The only means of onsite pet waste disposal presently available are to collect the pet waste in a securely closed plastic bag and place the bag in one of the five dumpsters that are located in the garbage garages. Pet waste shall not be disposed of in the outdoor yard waste disposal containers located on the Association's green areas.

N4. Pet Exclusions

Pets are not allowed in the tennis courts, pool areas or any part of the clubhouse or decks.

N5. Pet Chaining or Staking

Pets are not to be chained or leashed to catwalks, patios or staked on any common area.

N6. Exercise Areas

Emotional support animals or service animals are encouraged to be taken to certain preferred pet exercise areas that have been used in the past. Those areas include the perimeter of the Mariner's Cove property which is along Westport Road and Lighthouse Bay Drive. Yahara Heights County Dog park is also available at the intersection of County M and Highway 13.

N7. Liability and Licensing

Owners are responsible for any damage to persons or property caused by their animals. All pets must be properly licensed and have all necessary health certificates.

N8. Nuisance Pets

Pets with a history of causing a nuisance or any unreasonable and repeated disturbance may cause the Board to order the animal to be removed from the Unit. Complaints about pets should be directed to the Board.

Section O. Association Rental Policy

The purpose of the Association Unit rental policy is to facilitate compliance with Association rules, to preserve the quality of life within our community, to insure the proper maintenance of our buildings and grounds and to sustain the financial health of our Association. Any rented unit must be actively listed for sale on the Multiple Listing Service (MLS) for the entire period of rental. Any unit that is rented or is brought to the attention of the Board, the Owner of said unit will receive due notice from the Association to be assessed a rental premium as defined below.

01. Application Required

Owners desiring to rent a unit must formally request (in person or in writing) approval by the Board. Requests for three or more unrelated renters will be denied. Board approval is valid for one year. Owners desiring to continue renting after their one-year anniversary must reapply for Board approval.

02. Rental Fees

The Owner of the unit will be assessed at 125^{0a} of current dues. There will be a penalty of \$50 per month, cumulative, for failure to pay. Penalties will accrue at a rate of \$50 per month of delinquency. If after 180 days' delinquency, there will be a property lien placed in the amount of 125% of 12 months' dues plus delinquency charges. The above fees are non-refundable. The fees will be deposited in the Reserve Fund. This rule may be temporarily suspended by the Board in special situations.

If an owner rents a unit despite having been denied board approval for that rental, additional dues equal to the amount of any rent charged will be assessed against that owner for each month of such rental. Nonpayment of such assessments shall subject the owner and the unit to the provisions of Article V, Section 5 of the Association's bylaws.

03. Permissible Unit Rental Level

The Association, through its Board of Directors, is committed to maintaining the level of rental units below twenty-five percent (25%) of the total number of units. To conform to mortgage approval guidelines of most lending institutions which are reluctant to approve a fixed mortgage loan rate for a buyer under circumstances where this guideline is exceeded.

04. Use of Facilities

Renters will not have use of the amenities of the association including pools, Jacuzzis, sauna, workout facilities, tennis courts, marina facilities and clubhouse rooms.

05. Boat Slip

Renters will not be allowed the use of the boat slip currently assigned to the Unit Owner or any other slip. This rule may be temporarily suspended by the Board in special situations.

06. Garages

Garages are for the use of Owners, but usage may be transferred to approved renters. Garages may not be used by any non-Owners.

07. Renter's Pets

Pets of any kind will not be permitted for renters unless the condominium Owner agrees. Owner accepts all responsibility for any damages and meets all of the requirements of section N of this rule book.

08. Liability

Any damage or loss caused by an approved renter or the renter's guests are the responsibility of the Owner. Any damage or loss caused by an approved renter or the renter's guests is also the responsibility of the Owner.

09. Violation of Rules

The fine for violation of rules other than rules concerning rental policy is \$25. The fine for violation of rules concerning rental policy is the amount of one month's rent of the unit involved.

10. Insurance Requirements

See Bylaws ARTICLE VIII Section 2 for Insurance requirements.

Section P. Miscellaneous

P1. Solicitations

No one shall solicit on the premises for the sale of goods or services or for donations.

P2. Liability

Neither the Board, the Association nor the management company are responsible for personal property left in cars, garages, or elsewhere on the premises.

P3. Unit Entry by Employees of the Property Management Company or Board Members

Property Management Personnel or Board Members shall not enter individual units while on duty except to perform specific duties authorized by the Unit Owner or in cases of emergencies. Each Unit Owner must have a working copy of his or her unit key or door entry code in the Mariner's Cove Master Key Lockbox. Provisions for temporarily disabling electronic security devices that are installed in some units must be imparted to the Property Management Company to facilitate necessary emergency entry, should the need occur. Any expense incurred by a locksmith and/or the Management Company labor, or any damage caused by the entry attempt into the unit shall be the responsibility of the unit Owner.

P4. Miscellaneous Storage

All personal items such as bicycles, strollers, coolers, etc., shall be stored in units or garages, not on or in catwalks, sidewalks, drives, lawns, hallways, or common elements.

P5. Clubhouse Doors

For reasons of security, all doors to the clubhouse upper and lower decks, exercise rooms, sauna, tennis court and pools shall be kept closed and locked at all times. The Property Management Company or the Board shall be notified of any doors that do not close or lock properly.

P6. Suspicious Persons

If suspicious persons are noticed on the premises, the police should be promptly contacted.

P7. Replacement Keys or Keyfobs

Requests for replacement Keys or Keyfobs must go through the Board of Directors or the Management Company. No more than two (2) Keys or Keyfobs will be issued per unit. Owners will be charged \$50 to replace each lost, stolen, or broken Key or Keyfob. Payments for these fees should be made to Mariners Cove.

P8. False Fire Alarm Fines

In the event that a fire alarm is pulled/triggered within a unit and the Fire Department issues a fine for a "false alarm" as a result, the resulting fine to the Association shall be charged as an assessment to the unit Owner who originated the false alarm.

Section O. Compliance & Enforcement

Q1. Owner's Responsibility

Each unit Owner is responsible for full compliance with the Declaration, Bylaws and Rules. It is the owner's responsibility to see that all family members, guests, and all others the Owner brings on to the Mariner's Cove premises comply with the Condominium Instruments. The unit owner is solely responsible to the association for the payment of any and all fines or damage caused by family members or guests brought onto the property by the owner, whether voluntarily or involuntarily

Q2. Liability

Damages or loss caused to the Association common elements by an owner, his/her family, guests, or contractors shall be paid for by the owner, subject to Section 703.24 Wis. Stat.

03. Enforcement Procedures

Routine enforcement of these rules will be done by the Property Management company following policies and procedures established by the Board. Enforcement procedures are divided into two categories: enforcement of behavior violations, and collection of delinquent Association dues or Special Assessments. Notwithstanding any other provisions of this section, a unit Owner is entitled to thirty days' notice of violations, during which time the unit Owner has a right to request an appeal at the next regularly scheduled Board meeting by contacting the property manager in writing.

04. Behavior Violation Fines

Behavior violations may be fined at \$250 per occurrence unless specified otherwise in the Bylaws and rules included herein.

O5. Collection Policy

1. The regular monthly assessments are due on the first day of each month.
2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.
3. All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
4. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
5. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 10 below.

6. A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.
7. The basic collection system of the Board shall be as follows:
 - a. At 15 days past due, the property manager may call the delinquent owner.
 - b. At 30 days past due, a past due notice may be sent.
 - c. At 45 days past due, a second past due notice may be sent; and
 - d. At 60 days past due, the matter may be referred to the attorney for collection.
8. An administrative fee of \$100.00 shall be assessed against the Unit Owner when a matter is turned over to the Association's attorneys for collection.
9. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current. The delinquent Unit Owner shall also be liable for all attorney fees.
10. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g., insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00.
11. Any Owner with assessments more than one month past due will not only be assessed the late fee penalty discussed above but is also subject to having access to the Association's clubhouse and other facilities suspended until the account is brought current. per Bylaws Article V, Section 5.
12. Owners of any unit where one or more of the unit's owners have been determined to be responsible under these rules to pay the Association for behavior fines or damages to the common areas or to reimburse the Association for attorney fees under Article X Section K of the bylaws shall be subject to having access to the Association's clubhouse and other facilities suspended if such debts to the Association go unpaid for 90 days or more.

06. Owner Reporting of Infractions

Any Owner may report rule infractions in writing to the Property Management company or to a member of the Board.

07. Changes to The Book of Rules

Unit Owners will be notified of any Book of Rules changes by email from the Board of Directors and the New Book of Rules Document will be included in that email. The Book of Rules will also be posted on our Mariner's Cove Light House Bay Webpage <http://www.marinerscovemadison.com/> “.

Section R. Appendices

E1. Usage Policy for Unmanned Aerial Systems on Mariner's Cove Property _____ E1

*All Request forms are located individually on the Mariner's Cove Lighthouse Bay Website <http://www.marinerscovemadison.com/> for your convenience.

E1. Usage Policy for Unmanned Aerial Systems on Mariner's Cove Property Introduction

This Policy serves to govern unmanned aerial systems (UAS) operations, which include drones and other remote control flying model aircraft on the property of Mariner's Cove. **Mariner's Cove at Lighthouse Bay does not allow any recreational use of drones in the private air space above the property. All commercial operations must adhere to this Policy.**

To ensure safety and minimize risk exposure associated with UAS operations the board of the Mariner's Cove Condominium Association (MCCA) enforces applicable Federal Aviation Administration (FAA) regulations and all relevant State and Local laws. In addition, privacy policies, safety standards, and certification policies developed by MCCA will be included.

UAS operations personnel should understand that safety and risk mitigation will always be the highest priority in all UAS operations at Mariner's Cove. UAS pilots should always **make decisions consistent** with safe, **conservative operating practice. All UAS commercial** operations are expected to comply with all safety **practices described by MCCA.**

All UAS operations personnel have a duty to openly and honestly report to the MCCA board risks, hazards, and any potential or actual event or issue which could or did compromise safety and privacy of people, structures, or the UAS. All such reports will be thoroughly investigated in a fair, objective, and non-retaliatory manner. However, it should also be understood that MCCA Owners and/or other involved parties found to have willfully compromised these safety and Policy standards will be subject to appropriate disciplinary action, fines, and notification to FAA, State, or Local authorities and prosecuted to the full extent of the law. Ignorance of relevant laws, regulations, and policies will not excuse violations. Board **MCCA members reserve the right to determine the status of any UAS commercial operation.**

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PERMISSION FOR UAS COMMERCIAL FLIGHT OVER MARINER'S COVE PROPERTY

All UAS commercial operators must obtain permission from the MCCA board to fly over the property. Such applications will be submitted to the MCCA property management company at least 2 weeks before flight

on MCCA property and must include:

Mariner's Cove at Lighthouse Bay Owners Association, Inc.

Book Of Rules

- Purpose for UAS flight
- Area in which the UAS will operate or if unrestricted flight is desired.
- Date and time of mission.
- Intent to record images/sound during mission.
- Evidence of operator competence and is certified to operate UAS.
- Proof of Insurance.

Once the request is granted for a commercial mission, 1 weeks' notice of the mission must be sent to all MCCA owners. Notification will be mediated by the MCCA's property management company. A financial charge **may be required** to mediate costs MCCA may incur. **Board approval may be necessary if images/sounds are to be recorded or if substantial inconvenience to the community is anticipated.** The UAS commercial operator must be an, or be supervised, by an owner of MCCA. **Permission for commercial operation can only be granted by the MCCA board. Individual owners do not have the right to grant such permissions.**

FEDERAL AVIATION REGULATION (FAR) PART 107

Federal Aviation Regulation (FAR) Part 107: Operation and Certification of Small Unmanned Aircraft Systems (FAR Part 107) address the operation of unmanned aircraft systems and certification of their remote pilots. All UAS operations will be conducted under FAR Part 107 unless otherwise approved by MCCA to operate under other applicable law or regulation.

Mariner's Cove is within five miles of Dane County Regional Airport. By law, the air traffic control tower must be notified or Low Altitude Authorization and Notification Capability (LAANC) compliant.

UAS REMOTE PILOT-IN-COMMAND (RPIC)

All commercial UAS flights must be conducted by individuals who are certified by the FAA to be a Remote Pilot-in-Command (RPIC) and are competent to fly UAS. MCCA will review the certification and determine if they meet MCCA qualification requirements. FAR Part 107 stipulates that each RPIC has the final authority and responsibility for the operation and safety of a small UAS operation conducted under FAR Part 107. **MCCA may override a "go" decision by the RPIC for a commercial flight, but no entity will override a "no-go" decision by the RPIC.**

DRONE CERTIFICATION, REGISTRATION, AND INSURANCE

Each small UAS operated at Mariner's Cove must be registered with the FAA and marked with the aircraft's registration number. Current FAA regulations should be consulted. Commercial UAS operators are required to provide insurance certificates to MCCA's property management company, evidencing the following minimum insurance coverage limits:

- Owned UAS Liability: \$1,000,000
- Personal Injury (Aggregate): \$1,000,000
- Non-Owned UAS Liability: \$1,000,000

- Non-Owned UAS Personal Injury (Aggregate): \$1,000,000

Mariner's Cove at Lighthouse Bay Owners Association, Inc.

Book of Rules

DATA MANAGEMENT AND CYBER SECURITY

All data collected by UAS (UAS data) for each mission, including but not limited to, flight log data (second-by-second records of the UAS' latitude, longitude, and altitude) and imagery data (still photos, videos and thermal, infrared and multispectral imagery), must be properly managed and stored securely. Therefore, as part of the UAS approval process, business units must prepare and maintain a data-management plan that adheres to appropriate cyber security protocol. At minimum, the plan must detail how the business unit will 1) protect UAS data as it is gathered in the field, 2) ensure safe and secure transfer of UAS data from the field to the operator's UAS data repository, 3) ensure personal privacy, 4) store/host UAS data and 5) ensure safe and secure access to stored UAS data and derivative works by authorized personnel. UAS data must be retained by the UAS operator. UAS flight data must be available to MCCA for UAS and operator performance tracking, safety management, and other requirements.

Public use of any data, especially imagery, which features persons or property of Mariner's Cove will require a written release by the individuals involved and/or the MCCA board members. Particular scrutiny will be applied to images of the pool area, surrounding Clubhouse, patios, and boat docks. All data collected by UAS (UAS data) for each mission, including but not limited to, flight log data (second-by-second records of the UAS flight) must be stored in a secure location and not be made publicly available without MCCA Board permission.