

**Some Sections have been amended
since July 2022. References &
Amendments are included.*

SCHEDULE A
BYLAWS OF
FISHER ISLAND COMMUNITY ASSOCIATION, INC.
RULES AND REGULATIONS

SECTION 1
INTRODUCTION

The Second Amended and Restated Master Covenants for Fisher Island (“Master Covenants”) and the By-Laws of Fisher Island Community Association, Inc. (“FICA”, “Community Association”, “Association”, or “Master Association”) empower FICA’s Board of Directors to adopt Rules and Regulations governing the use of the Common Areas of Fisher Island and all Facilities situated thereon, as well as the Transportation System, which is managed by FICA.

Every Owner, Occupant, Member, Neighborhood Association, Fisher Island Club, Homeowners’ Association, Property Management Company, Contractor, Vendor, Guest and Invitee (“Owners, Members and Member’s Permittees, as defined in Section 3 of Article IX of the Master Covenants”) provided access to Fisher Island, shall comply with these Rules and Regulations as set forth herein, any and all Rules and Regulations which from time to time may be adopted, and the provisions of the Master Covenants, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner, Member or Member Permittee to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner, Member or Member Permittee for failure to comply with any covenant, restriction, rule or regulation herein or in the Master Covenants or Articles of Incorporation or By-Laws. No fine, however, shall result in a lien being placed upon an Owner’s Unit. The Board of Directors may suspend rights of access to the Association Common Areas.

The Board of Directors authorizes the Community Association’s President and Chief Executive Officer to inform those who are delinquent in their assessment payments that they, their families and their guests will be denied use of the Common Areas and common facilities and that their voting rights will be suspended. The Board of Directors shall be permitted, but not required, to grant relief from specific Rules and Regulations upon written request with good cause shown, in the sole opinion of the Board of Directors.

Consistent with the Master Covenants, these Rules and Regulations shall not apply to the Declarant, nor its Subsidiaries, Affiliates, Agents or Employees and Contractors (except in such Contractors’ capacity as Member), nor property owned by the Declarant or its Affiliates.

The following Rules, Regulations, and Policies have been adopted by FICA’s Board of Directors:

SECTION 2
COMMON
AREAS

1. The Common Areas and Facilities, if any, shall not be obstructed nor used for any purpose other than the purpose intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored therein except in areas (if any) specifically designated for such purpose by Management.

2. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Common Areas, except signs used by the Declarant or its affiliates or first approved in each instance by the Association. To the maximum extent permitted by law, no sign, advertisement, notice or other graphics or lettering of any kind shall be permitted to be placed (i) inside a Unit if visible from the exterior of the Unit, (ii) on the outside walls of the Unit, (iii) on any fences or walls within Fisher Island, nor (iv) on entryways or any vehicles within Fisher Island, or (v) on utility poles, street signs or any other vertical penetration except such as are placed by the Declarant or its affiliates or first approved in each instance by the Association. Any and all references herein to vehicles shall include within its meaning, golf carts, provided, however, that each golf cart may have lettering with either the Owner's name or designation and/or Unit number. Notwithstanding the foregoing, Owners may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.

3. The Common Areas and Facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. Without limiting the foregoing, as the Common Areas include roadways and parking areas, any activity which has the effect of impeding smooth and normal traffic flow along the Common Areas or which may reasonably endanger the health or welfare of Owners, Members and Members' Permittees, as determined by the Board of Directors, shall be deemed precluded hereunder. Further, as the Common Areas are for the non-exclusive use of all Owners, Members and Members' Permittees, the Association may adopt further rules to restrict the length of time that any vehicle may park in a parking space located within the Common Areas and may, at its discretion, assess fees. A violation of established time restriction may result in the vehicle being towed or "booted" in accordance with the provisions set forth in the other rules regarding vehicles.

4. Littering on Common Areas is strictly prohibited. Further, nothing is permitted to fall or be thrown from a window or door onto Common Areas. This includes bird seed, food, dirt from balconies or elsewhere. Feeding or releasing of wildlife or pets on the island is strictly prohibited.

5. All criminal activity will be directed to the appropriate law enforcement entity.

6. Owners, Members and Members' Permittees shall treat one another, Fisher Island employees, or employees of contractors with civility and in a manner that would not be

offensive to the average reasonable person. Violations may result in being reported to the Rules and Regulations Committee.

7. Minor children must be accompanied by an adult and supervised at all times while on Common Areas; Association Beaches, the Playground, Park, Dog Park, and any other area deemed a Common Area.

SECTION 3

TRAFFIC

1. The speed limit on Fisher Island is 19 miles per hour. Speeding violations will result in fines and penalties as described below with offenses accumulating over any 12 month period from the date of the offense being reviewed.

SPEEDING

First Offense – If speeding is 29 miles per hour or less: warning letter and email photo of offense. If speeding is in excess of 29 miles per hour: \$100 fine will be issued by FICA, which fine may be challenged by an Owner by providing a written notice of appeal to the Rules & Regulations Committee within thirty (30) days after issuance of the fine.

Second Offense - \$500 fine will be issued by FICA, which fine may be challenged by an Owner by providing a written notice of appeal to the Rules & Regulations Committee within thirty (30) days after issuance of the fine.

Third Offense and Each Subsequent Offense –\$1,000 fine will be issued by FICA, which fine may be challenged by an Owner by providing a written notice of appeal to the Rules & Regulations Committee within thirty (30) days after issuance of the fine.

2. Fisher Island is the home of many children, and many children are at play. Extreme caution and attention to Driving Rules is mandatory. It is also a Bird Preserve, and many species walk the island. Extreme caution and attention to the speed limit, stop signs, pedestrians, bicyclists, golf carts, and basic traffic rules is required.

3. All golf carts and similar means of transportation (“Carts”) kept and operated within The Properties shall be subject to the following rules:

(a) Carts shall be maintained in a good operational and clean condition at all times and may not be operated on Fisher Island if the bodies are not maintained in a clean and orderly condition as determined in the sole discretion of Management.

(b) In order to allow the safe passage of one cart with another, the maximum width of carts to be utilized on cart paths is 55.5”.

(c) Golf carts shall be operated only by persons with valid driver's licenses. Public Safety has established a Golf Cart Safety Program for children who are 14 years old and older. For those that successfully complete the program, a golf cart driver's permit will be issued in lieu of a valid driver's license. This permit must be in the driver's possession at all times while operating a golf cart and are subject to suspension or revocation should they fail to follow established guidelines.

(d) Golf carts permit requirements / restrictions for underage: - Must be at least 5'0" tall. - Must be sponsored by a parent/grandparent/legal guardian who is either a resident or equity member. - Must be at least 14 years old. - Must pass written and driving tests of the Golf Cart Safety Program referenced in paragraph c of this section. - May only drive carts 19 MPH or below. - May not drive while texting or using earbuds or cell phone. - May drive only during daylight hours. - An Indemnification Agreement and a Golf Cart Permit Application from the Association's Public Safety Department must be signed by the parent/grandparent/legal guardian.

(e) Carts must be registered with the Association's Public Safety Department and must display the decal provided by the Public Safety Department for identification purposes. All golf carts must also display the unit number or name of the owner. There will be no registration fee.

(f) Carts belonging to Contractors must be approved by and registered at the Public Safety Office and inspected by FICA's Golf Cart Maintenance Department. The name of the company must be clearly visible on all golf carts. A registration fee will be charged. Failure to complete registration or renew registration when required within the allotted time, will result in access denial for the company until registration is complete.

(g) Carts shall only be driven and parked in areas designated for such purposes and in no event shall Carts be parked on sodded or landscaped areas, including areas where signs of no golf cart parking are present. All motorized vehicles (except for authorized FICA maintenance vehicles), including golf carts, are prohibited from parking or to be driven on any Fisher Island Beaches.

(h) Carts shall be electrically powered only and shall only be charged using electricity provided for such purposes by the applicable Neighborhood Association or Owner unless specifically approved by FICA Management.

(i) Carts will be equipped with working head lights and tail lights, which must be activated from dusk to dawn or during inclement weather.

(j) Any golf cart parked in a designated "Disabled Parking Only" spot must have a visible Disabled Person Parking Permit issued by a Motor Vehicle Service Center and be properly registered with the Public Safety Department.

(k) Private golf carts shall not be permitted to park overnight in area's designated for general use such as the Marina or Spa area, etc. Carts doing so will be removed by Public Safety and a fine of \$100 per day shall be paid to release the cart back to the owner.

(l) Vehicles such as Mokes are not permitted on golf cart paths or golf cart parking spaces. These vehicles are considered cars.

4. Neither the Community Association, the Declarant, the Neighborhood

Association nor any management agent, officer, director or employee thereof shall be deemed a guarantor or insurer of the safe and proper operation of carts, and all persons using carts shall fully indemnify and hold harmless the aforesaid entities and persons for and from all losses, damages, causes of action and liabilities arising from or connected with any death, injury or damage to property occasioned by such person's respective use of carts.

5. The use of a motorcycle is an exclusive privilege of Owners, Members, Members Permittees, and Guests. Contractors, Vendors, Employees of any entity, may not drive motorcycles on to Fisher Island. Motor scooters comparable to the Vespa brand are not considered motorcycles.

6. The Rules and Regulations Committee will use discretion in reacting to Owner motorcycles based on "loud pipes" and shall be empowered to recommend to Management that motorcycles of Members meet a maximum decibel level requirement. Any decibel level studies required shall be at the expense of the affected Member. The Board of Directors is empowered to assess fines and penalties.

7. Repeat traffic violations by any island employee may result in suspension of drive-on privileges.

SECTION 4 **PARKING**

1. No portion of the Common Areas or Condominium Association lawns may be used for parking purposes, unless approved by the Public Safety Department in advance. Any damages and repairs will be charged to the violator.

2. Contractor and Employee vehicles parked illegally will be subject to a fine and/or towed at the owner's expense.

3. No trucks, motorcycles, nor any vehicle having a shell, camper or other attachment, or commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked on or to be stored at any place within Fisher Island, except in (i) enclosed garages, and (ii) spaces, if any, for some or all of the above specifically designated by the Association.

4. Commercial vehicles shall mean those vehicles which are not designed and used for customary, personal, or family purposes and/or those vehicles which contain any commercial lettering, signage (whether affixed to the vehicle or placed on the vehicle in a manner to be readily visible from outside the vehicle). The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle.

5. Vehicles kept within Fisher Island shall be roadworthy, including, without

limitation, not having flat tires, being in operating condition, and having a current license plate. All Owners and other occupants of Units are advised to consult with the Association prior to purchasing or bringing onto Fisher Island any type of vehicle other than a passenger automobile, inasmuch as such other type of vehicle may not be permitted to be kept within Fisher Island.

6. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, including, without limitation, leaking oil or other fluids, may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. Additionally, any damage done to Common Areas will be repaired at the Owner's expense. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. Any and all references herein to vehicles shall include golf carts within its meaning.

SECTION 5

TRANSPORTATION SYSTEM

1. The ferry boats are intended for the use of Owners, Members and Members' Permittees. The Association may establish access criteria and limitations of use for household employees, island entity employees, guests, and visitors, along with such criteria and limitations for contractors, vendors, and trades persons.

2. All passengers are required to follow the direction of the Captain and Deckhands. Drivers shall board the ferry boats in a safe manner and follow the directions of the Deckhand. The Deckhand will indicate the proper lane to board and where to park the car. All drivers must turn vehicle lights off. Deckhands will signal each driver in order to disembark the ferry boats.

3. Smoking is prohibited aboard all vessels in the Transportation system for all passengers.

4. Pedestrians shall board the ferry boats in a safe manner by walking onto and off of the ferry. No running is permitted. Pedestrians must head directly to the lounge areas and remain until the ferry docks and unloads. No sitting on the handrails or stairwells.

5. Employees are not permitted to eat or drink in the ferry lounges.

6. The Association, from time to time may, during hours when the Commercial Transportation System, which is the ferry terminal located on Terminal East for commercial traffic, is not operating, or during non-peak, non-rush hours, provide access to individuals or companies, which are not Owners, Members or Members' Permittees, to the ferry boats, and

reserves the right to establish a fee for such usage.

7. Access to Terminal West should be limited to Non-Commercial Unit Owners. Management has the sole discretion to grant access to Terminal West.

8. Any individual or entity that owns or rents a unit on Fisher Island, acting in the capacity as a Vendor, Contractor, Property Management, or any other professional service is not permitted to Terminal West, and will instead use Terminal East.

9. Annual Members, Visitors to the Fisher Island Day School, parents of Non-Resident Fisher Island Day School students may, at the convenience of the Association, be given access to Terminal West. The Association may at its sole and absolute discretion assess fees for such usage of the Transportation System.

10. The Association may, at its sole discretion, require that the parents/drivers of off-island school children utilize a shuttle van or bus, provided by the Fisher Island Day School, for access to the island by ferry.

11. At its discretion, the Association shall assess fees for Contractors, Suppliers, and Vendor access to Fisher Island by way of the Transportation System. Such fees may be charged to the Vendor, Supplier, Contractor or the Owner, Equity Member, on Island corporate entity or Visitor/Invitee. Suppliers and Vendors are those who are providing goods or services to lots, units, buildings, Owners, Members Permittees, Neighborhood Associations, the Club or to other Fisher Island entities.

12. No Owner or Member may burden the Transportation System for large special events without approval of the Association and absorption of costs and expenses associated with such.

13. The Association may charge fees for the use of the Transportation System at its sole discretion.

SECTION 6

CLEARANCE OF VISITORS ON THE TRANSPORTATION

SYSTEM

1. The Association will maintain a set of Policies, Procedures, Rules and Regulations, dictating the methodology for providing Clearance to off-island vehicles, which shall appear on www.fisherislandfica.com, and will be continuously updated, for convenience. All Owners, Members and Members' Permittees are subject to such Policies, Procedures, Rules and Regulations.

2. The privilege to provide "Clearance" is subject to the Rules and Regulations, Policies and Procedures of the Association. All Residents, Members, Executives, Directors,

Managers, Hotel and Tenant/Vendors shall contact the Fisher Island Public Safety Department; Access Control Division, for all guest Clearances to the island. The authorized person can arrange the Clearance in person, via phone, email, fax or other. Any member who has the privilege to provide Clearance, is ultimately responsible for any individual they clear, which includes Guests, Vendors, and Contractors. Guests do not have Clearance privileges.

3. Only the Association, under direction from its Board of Directors, via its Public Safety Department, may set the Rules and Regulations, Policies and Procedures, for access to the Transportation System. Presently, access is automatic for Unit Owners and Club Equity Members who possess an approved form of identification for such access.

4. Holders of "Guest Cards" approved by the Association do not have privileges to provide Clearance to others for access to the Transportation System. Guests do not have clearance privileges.

5. The authorized Member must provide the name of the Guest(s), arrival and departure dates, destination, escort if needed and any comments if needed. A two-stage security system shall be utilized to ensure that the information is valid (Member Number and Password). Once the Member Number and Password has been verified, the Clearance operator will proceed to complete the Clearance at which time they will provide a Clearance confirmation number. Fisher Island Club Membership will be required to notify the Public Safety Department of any sale, transfer, or cancellation of a membership number. If the Member Number is sold or transferred, the new Member will be immediately referred to the Public Safety Department for registration and issuance of a password.

6. Property Management Companies shall continue to forward all completed lease agreements, tenant registration documents, and Condominium or Homeowners' Association approval forms to the Public Safety Department. Once all forms are compiled, reviewed, and approved, the Public Safety Department will issue a tenant identification card and a "T" number, Monday through Friday 9:00 am to 5:00 pm, to satisfy Clearance requirements. The Association may deny access to the Transportation System for a Tenant when the Unit Owner has failed to obtain Condominium or Homeowners' Association approval in advance, when such is required. All Documents shall be turned over to the Club to facilitate granting access to Club facilities.

7. Arriving Guests must provide a Government issued identification or FastAccess Pass. Once the Clearance has been verified, the Guest will be offered an escort, transport or any additional request from the host when arriving on the island. FastAccess Passes are for guests only and may not be used for Contractors, Subcontractors, or Vendors. Misuse of a FastAccess Pass will result in revocation of the ability to utilize them.

8. Clearance for Contractors and Subcontractors will not be granted until the requirements outlined in Section 7 below have been met. A fully executed Access and Indemnification Agreement must be provided prior to gaining access.

9. All workers (anyone conducting estimates and surveys, producing plans and designs, company owners, and/or supervising or participating in any type of labor) that are

contracted to conduct jobs on the island shall use the Association's Commercial Transportation System, unless otherwise authorized by the Association. However, the Unit Owner may provide Clearance for his Architect, Engineer, or General Contractor to use the Fisher Island Ferry for site visits.

10. Unit Owners found to be clearing Contractors or Subcontractors as Guests, in order to circumvent Clearance and/or Registration Procedures, may be subject to sanctions by the Rules and Regulations Committee, and denial of access.

SECTION 7 **CONTRACTORS AND SUBCONTRACTORS**

**Please see pages 25-31 for Section 7, which was amended on September 26, 2022 & October 11, 2022.*

1. Contractors and Subcontractors are those who are on Fisher Island to perform a scope of work, including but not limited to, renovations, repairs, or maintenance of buildings, lots, or units.
2. Prior to beginning their scopes of work, the Contractors and Subcontractors must be approved by the Condominium or Homeowners' Association Representative (collectively, "Neighborhood Association Representative"), or Club Representative, which manages the Unit Owner's property, and FICA, in accordance with the terms and conditions of this Section 7.
3. After the Neighborhood Association Representative or Club Representative, as applicable, receives an executed Access and Indemnification Agreement ("Access Agreement") and all of the required documentation described in the Access Agreement and in their respective rules or governing documents, the Neighborhood Association or Club Representative, as applicable shall evaluate the documentation and make a determination as to whether such Contractor or Subcontractor is approved for entry onto Fisher Island by the Neighborhood Association or Club Representative, as applicable. If a determination is made by the Neighborhood Association or Club Representative, as applicable, to approve such Contractor or Subcontractor for entry onto Fisher Island, then the Neighborhood Association or Club Representative, as applicable, shall deliver a written request to FICA to approve the Contractor or Subcontractor for entry to the Fisher Island. For the sake of clarification, if the Neighborhood Association or Club Representative, as applicable, makes a determination that such Contractor or Subcontractor is not approved to enter upon Fisher Island, such determination is final, and FICA will not review such Contractor or Subcontractor.
4. Upon receipt of the written approval and the Access Agreement from the Neighborhood Association Representative or Club Representative, as applicable, a FICA representative will perform background checks on the Contractors and Subcontractors. FICA will not approve or provide access to the Contractors or Subcontractors until (i) FICA receives written approval from the Neighborhood Representative or Club Representative, (ii) FICA receives an executed Access Agreement from the Contractor or Subcontractor along with a copy of the Contractor or Subcontractor's certificate of insurance with FICA listed

as an additional insured, if applicable, and (iii) each Contractor or Subcontractor successfully passes the background check to the satisfaction of FICA in FICA's sole and absolute discretion. FICA reserves the right to waive the background check requirements on a case by case basis.

5. If FICA disapproves the Contractor or Subcontractor the Unit Owner, Club Representative or Neighborhood Association Representative, as applicable, will be notified of such disapproval or any other violation, and the Contractor or Subcontractor will be denied use of the Transportation System.
6. If FICA approves the Contractor or Subcontractor, the Contractor and/or Subcontractor will be informed that they must use the Commercial Transportation System. Moreover, if approved by FICA, Contractors and Subcontractors will only be permitted ingress and egress access to and from the unit/lot for which the work has been approved.
7. Upon review and approval of the matters set forth in Section 4 above, the Contractor and/or Subcontractor will be contacted by a FICA representative to complete the registration process and pay the registration fee and any other associated fees, based on the following registration and fee schedule:

Registration and Associated Fees Schedule

Company with less than 5 employees	\$250
Company with less than 5-10 employees	\$350
Company with less than 10-20 employees	\$500
Company with more than 20 employees	\$1000
Background Check (Per employee)	TBD or paid directly to third-party company
New ID Card	\$60
Lost ID Card	\$25
Parking Decals	\$20
Misplaced or forgotten ID Card	\$7 per day

8. Each Neighborhood Association, Fisher Island Club, Inc., and Unit Owners shall hold harmless and indemnify FICA, including FICA's past, present and future officers, directors, employees, agents, and affiliates (collectively the "Indemnitees"), from any and all matters of actions, suits, debts, sums of money, interest owed, controversies, agreements, promises, undertakings, charges, damages, judgments executions, obligations, and reasonably incurred costs, expenses and fees (including reasonable attorneys' fees and court costs), counterclaims, claims, demands, causes of action, liabilities, losses and amounts paid in settlement incurred, paid or sustained by any of the Indemnitees, in each case in connection with, arising out of, based upon, relating to or otherwise involving services performed by Contractors, Subcontractors, Vendors, or any

individual or service company performing repairs or service calls for their respective units or property.

9. Construction guidelines, which may be set by individual Neighborhood Associations, except that FICA will not provide access to the Commercial Transportation System, with the exception of emergency or necessary repairs and improvements to Units and Lots, between the 2nd Friday in December through the 2nd Monday in January, are as follows:
 - (a) Major unit renovations will take place from April 15 through November 15. These dates may be modified by individual Neighborhood Associations; however, FICA will not permit any work between the 2nd Friday in December and the 2nd Monday in January.
 - (b) No work will be allowed on the following days: Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, Thanksgiving Day, the day after Thanksgiving, and between the 2nd Friday in December and the 2nd Monday in January;
 - (c) No work will be allowed outside of the hours between 8:00 a.m. – 5:00 p.m., Monday – Friday. Owners, Property Management Companies, or any other representative will be held responsible for any Contractors or Subcontractors who remain on island past 5:30 p.m. These hours may be further limited by the individual Neighborhood Associations.
 - (d) All clean up must be completed, and the Contractor or Subcontractor must depart from the jobsite by 5:00 p.m. All construction materials and tools must be stored out of plain sight.
 - (e) Saw cutting or dumping of materials or trash is strictly prohibited in any FICA Common Areas. Any materials, tools, and work must be kept/conducted within the unit or lot where the work is being conducted.
 - (f) Any construction for a Unit or Neighborhood Association may not be performed within the Common Areas of FICA.
 - (g) FICA reserves the right to limit the number of vehicles per project.
 - (h) Any paved pathways are intended only to be used for walking, bicycling, or golf carts. No vehicles, trucks, or cranes may be used without the express written consent of FICA and supervision by FICA.
10. FICA reserves the right to prohibit the issuance of and to rescind Identification Cards/Access Passes to Employees, Licensees, Invitees, Vendors, Contractors, and Subcontractors of Unit Owners and any on island entity in the event a complaint or multiple complaints are received by FICA.

Violation and Penalty Fee Schedule

**Any infraction that is illegal per Florida Statute, County Regulation or Ordinance,
and enforceable by Jurisdiction.**

Any behavior in violation of the Association Policies	Barred from the island
Possession of explosive/illegal firearms	Barred from the island
Possession of Drugs	Barred from the island
Possession of open containers of alcoholic beverage	Barred from the island
Working on an unapproved project	\$1000
Unregistered worker (penalty to company, per worker/ per day)	\$100
Solicitation	\$100
GENERAL DRIVING INFRACTIONS	
First Offense	\$100
Second Offense	\$500
Third Offense	Barred from the island
Repeat speeding violations	Barred from the island
Speeding in excess of 10 MPH over speed limit	\$100
SPEEDING - 5 MPH OVER SPEED LIMIT	
First Offense	Warning + \$100
Second Offense	\$500
Third Offense	Barred from the island
PARKING VIOLATIONS	
First Offense	Warning + \$100
Second Offense	\$500
Third Offense	Barred from the island
Construction During non-service hours	\$100
LITTERING	
First Offense	Warning + \$100
Second Offense	\$500
Third Offense	Barred from the island

FICA reserves the right to impose fines, penalties, and suspend or revoke access privileges to visiting Contractors, Subcontractors, Vendors, and Employees being cleared as guests who violate the Rules and Regulations. FICA also reserves the right to modify the fines and penalties from time to time as they deem necessary.

SECTION 8
PERMANENT ISLAND ENTITY
EMPLOYEES

1. Under no circumstance may any Owner, Member, or Member Permittee use profanity, shout at, ridicule, or verbally or physically abuse any Employee of any island entity. Violators will be subject to sanctions by the Rules and Regulations Committee.

2. Employees of the Association are not to be sent out by Owners, Members, or Member Permittees for personal errands or hired by such individuals or entities. Violators will be subject to sanctions by the Rules and Regulations Committee. FICA Management, via its President, shall be solely responsible for directing and supervising employees of the Association. Association employees are not permitted on the island when they are not scheduled to work.

3. Employees must review and acknowledge the Rules and Regulations of the Association.

SECTION 9

STORM PREPARATION

An Owner who plans to be absent during the hurricane season must prepare his Unit and Lot prior to his departure by designating a responsible firm or individual to care for his Unit and Lot should the Unit or Lot suffer hurricane damage and providing their condominium association or homeowners' association property management company with the name(s) of such firm(s) or individual(s). The property management company will provide to the Association by June 1st of each year, a list of Units and Lots with absent Owners and the contact information for such firms or individuals.

SECTION 10

PETS

Pets and other animals shall neither be kept nor maintained in or about The Properties except in accordance with the following:

1. No pet shall be permitted on the Association Beaches. No pet shall be permitted on Common Areas or on a golf cart, unless attended by an adult or child of more than eight (8) years of age and on a leash of reasonable length. Pets are permitted on the Dog Park.
2. Owners are responsible for the removal and disposal of their pet's defecation.
3. Pets shall be limited to dogs, cats, birds, or other household pets (as defined by the Community Association) provided they are not kept, bred, or maintained for

any commercial purpose and do not become a nuisance or annoyance to neighbors.

4. Should the Association deem a dog to be a “nuisance”, then such dog shall be kept indoors at all times, unless it is in a muzzle.
5. When visiting the Dog Park on the Playground, aggressive dogs will be kept on a leash if other dogs or persons are in the Dog Park.
6. Owners may not leave dogs on balconies and terraces unattended if such dogs create a noise nuisance due to barking.

SECTION 11

USE OF ELECTRONIC EQUIPMENT

1. No electronic equipment may be permitted in or on any Unit or Lot which interferes with the electronic reception of another Unit.

2. At no time shall any Condominium or Homeowners’ Association erect, install, construct, or provide any generator, fuel tanks or other electrical device without the expressed written approval of the Community Association’s Board of Directors at a duly noticed meeting with proper minutes and without prior approval of the Architectural Control Committee.

3. No unmanned aircraft is permitted to operate on, over and around Fisher Island, without prior written notice to and consent from management.

4. No photography, video, surveillance, or other imagery may be taken from an unmanned aircraft operating on, over and around Fisher Island, without prior written notice to and consent from management.

5. Filming may not take place on the Common Areas without prior approval from the Association. No filming of residents, their guests, or invitees without their consent.

SECTION 12

USE OF LAKES

Any lake located on The Properties may not be used for fishing, wading, swimming, boating or any other water sport/activity.

SECTION 13
FIREARMS AND FIREWORKS

1. No use of firearms shall be permitted anywhere in Fisher Island.
2. Fireworks will not be allowed on Common Areas without advance approval from FICA, which may require governmental involvement.

SECTION 14
LANDSCAPE CONTRACTORS

The Association is a not-for-profit and has an in-house Landscaping Department, which owns all the large equipment necessary for storm and hurricane recovery. The Department is headed by a Director and is staffed by uniformed employees which are legally able to work in the United States, have completed a background check, and who are provided benefits, health insurance and a living wage. It is in the best interest of the island if all Condominium and Homeowners' Associations contract with FICA for these services. Any Association using an outside Landscaping Contractor will comply with the following Rules and Regulations, and demand that their outside Landscaping Contractor do the same.

1. In order to maintain high standards and consistency throughout the island, all Maintenance services and schedules; including, but not limited to, mowing, weed-eating, edging, raking and electric blowing, tree care, irrigation will be determined by FICA's Director of Landscaping. These services and schedules must be provided in writing and approved by FICA's Director of Landscaping. Any proposed changes to an existing contract, maintenance services, and schedules, must be also reviewed and approved prior to the changes taking effect.
2. Landscaping Contractors may be required to pay to use the Transportation System. The Board of Directors will determine the fee structure;
3. Landscaping Contractors must abide by the Association's parking rules;
4. Landscaping Contractors must use only electric-powered golf carts. Gas-powered golf carts are prohibited;
5. Landscaping Contractors must use only low decibel blowers and must abide by the schedule set by the Association for use of same;

6. Landscaping Contractors may only use chemical fertilizers that are approved at least thirty (30) days in advance by the Association, in writing, based on a written submission;
7. Landscaping Contractors must submit a planting schedule, in writing, to the Association for approval at least thirty (30) days prior to the anticipated time of planting. They will not proceed until approval is provided, in writing.
8. Landscaping Contractors must pay a fee to the Association in order to be shown the location of the irrigation lines prior to digging.
9. Landscaping Contractors must submit a list of all employees to the Association prior to commencing any work on the island.
10. All employees of the Landscaping Contractor must be in uniforms approved by the Association in advance.
11. Landscaping contractors must produce evidence to the Association that background checks, using FICA's preferred background check vendor, and drug and alcohol testing, has been performed on all employees of the contractor.
12. All employees of the Landscaping Contractor must produce identification prior to boarding the Transportation System.
13. Landscaping Contractors must follow the requirements of Section 7 to get clearance for landscape employees.

SECTION 15

SECURITY CONTRACTORS

The Association has an in-house Public Safety Department. It is in the best interest of islanders if all Condominium and Homeowners' Associations contract with FICA for these services. Any Association using an outside Security Contractor will comply with the following Rules and Regulations, and demand that their outside Security Contractor do the same.

1. Security Contractors may be required to pay to use the Transportation System. The Board of Directors will determine the fee structure;

2. Security Contractors must abide by the Association's parking rules;
3. Security Contractors must use only electric-powered golf carts. Gas-powered golf carts are prohibited;
4. Security Contractors must produce a list of all employees to the Association prior to commencing any work on the island;
5. All employees of the Security Contractor must be in uniforms approved by the Association in advance;
6. Security Contractors must produce evidence to the Association that background checks, using FICA's preferred background check provider, and drug and alcohol testing, has been performed on all employees of the contractor;
7. All employees of the Security Contractor must produce identification prior to boarding the Transportation System;
8. Security Contractors must follow the requirements of Section 7 to get clearance for Security employees.

SECTION 16 **HOUSEHOLD EMPLOYEES**

1. Household Employees are not guaranteed access to the Transportation System by vehicle and may be directed by the Association to walk-on to the ferry for island access.
2. Whether a household employee may drive on to the ferry is at the sole discretion of the Association's Board of Directors. If drive-on privileges are granted, no vehicle in conspicuously poor operating condition, that emits visible emissions, has bald tires, or damaged body will be permitted.

SECTION 17 **LANDSCAPE MAINTENANCE AND TREE REMOVAL**

1. Individual Condominium or Homeowners' Associations, and the Fisher Island Club must maintain its landscape grounds to Fisher Island Standards. In order to maintain high standards and consistency throughout the island, all maintenance services and schedules; including, but not limited to, mowing, weed-eating, edging, raking and electric blowing, tree care, irrigation will be determined by FICA's Director of Landscaping, which is subject to final

approval from the President of FICA. If any Association or the Club decides to contract with a third-party landscape service provider, such services and schedules must be provided in writing and approved by FICA's Director of Landscaping.

2. At no time will plantings occur, nor will trees be removed, without the expressed approval of the Director of Horticulture and Landscaping and the Association's Architectural Control Committee.

SECTION 18 **CURFEW FOR MINORS WHO ARE REPEAT OFFENDERS**

There will be an 11:00 p.m. curfew set for minors when the Association has evidence of repeated violations of the Rules and Regulations, unless the minors are accompanied by their parents. Repeat offenders, who are not the children of Owners and Members, will be denied access to the island.

SECTION 19 **THEFT**

The theft of vehicles, vessels, golf carts, golf cart parts and any other property is illegal and will be turned over to the Miami-Dade County Police Department.

SECTION 20 **BICYCLES, SCOOTERS, AND OTHER MODES OF TRANSPORTATION**

Bicyclists are subject to the same Driving and Parking Rules as vehicles and should be ridden one in front of the other, and not side by side, as to not impede traffic or obstruct roadways. The use of a helmet is strongly encouraged. Gasoline powered scooters are not permitted on the island.

Employees may be permitted to operate certain modes of transportation once they have registered with Public Safety and reviewed and signed acknowledgment of the Rules and Regulations, inclusive of the speed limit, driving and parking rules, and all restrictions. Employees must wear a helmet while operating their mode of transportation. Bicycles and scooters may be transported by employees on the ferry, but they must be stored in designated areas while the ferry is en route. They must also be stored in designated areas once on the island. Any violation of the above will be cause for immediate suspension of operating privileges.

SECTION 21 **TRASH DISPOSAL**

Disposal of all trash must be taken to the designated trash containers on Parcel 8, or other

designated location, and will be charged according to amount discarded. Storage or disposal of any item in Parcel 8 is strictly prohibited unless written consent is received from FICA. Furthermore, disposal or storage is prohibited on all other Common Areas. Hours of operations for the Trash Facility are Monday – Friday between 7:00 a.m. – 4:00 p.m. with exception to designated entities. FICA requires truck beds, golf cart beds, and trailers used to haul trash and debris, to be covered. Violators may be subject to fines and/or revocation of access.

SECTION 22 **VANDALISM**

Vandalism of any Fisher Island property such as contamination of pools and/or fountains, damage to the Golf Course, Common Areas, landscaping, signs, golf carts or any other property is illegal and will be directed to the Miami–Dade County Police Department. FICA and Club Members are, in addition, subject to the penalties determined by the FICA and Club Rules and Regulations Committees.

SECTION 23 **HELICOPTERS**

Fisher Island Community Association, Inc. does not provide a heliport. The Fisher Island Club has an easement for such; however, is not presently operating one. Therefore, any landings other than those of air ambulance services are illegal under Federal Law.

SECTION 24 **PROPERTY MANAGEMENT COMPANIES**

1. All Property Management companies must comply with the directives of FICA. Failure to do so may result in legal action as outlined in section 5 below. A list of employees will be provided to FICA upon request and certification will be provided that the companies are compliant with FICA requirements, including, but not limited to background checks by FICA’s preferred background check provider, random drug and alcohol testing. All employees must be fully briefed on the Rules and Regulations of the Association and service employees must be uniformed.

2. Property Managers employed by these Property Management companies must rigorously enforce the Fisher Island Architectural Control Committee’s Rules, Regulations, Policies and Procedures.

3. Background checks must be completed annually using FICA’s preferred background check provider.

4. All Property Managers must be bondable, fully insured and licensed by the State of Florida.

5. The Property Management companies will, upon request by the Association, comply with coordination, scheduling, information provision requests, and policy and procedure directives of the Association. They will at all times comply with Florida Statutes, the Fisher Island Master Covenants, and the Condominium or Homeowners' Association covenants, Articles of Incorporation and By-Laws. Failure to do so may result in denial of access and/or legal action by the Association.

6. If a Property Management company creates a labor dispute via its choice of Subcontractors or Contractors for Property Management services, it must resolve such within twenty-four (24) hours of notification by the Association, at its expense.

SECTION 25 **HURRICANE SHUTTERS AND WINDOW AND DOOR REPLACEMENT**

No hurricane shutters or similar installations shall be used on or for any Unit unless same is of the type approved by the Community Association and is installed in accordance with any guidelines established in such regard by the Community Association. Any exterior door and/or window replacement request must be approved through the Architectural Control Committee (ACC) process.

SECTION 26 **ARCHITECTURAL CONTROL COMMITTEE RULES AND REGULATIONS**

The Architectural Control Committee (ACC) shall consist of three (3) members, which are designated as outlined in the First Amendment to the Second Amended and Restated Master Covenants for Fisher Island. Declarant

The purpose of requiring approvals to modifications of building exteriors is to ensure that the architectural integrity of the structures on Fisher Island is maintained.

The ACC is empowered by the Master Covenants for Fisher Island. Specifically, all modifications of any kind, including window and door replacement, painting, antennae placement, satellite dishes, etc., to the exterior of a building must be approved by the ACC. The ACC, however, does not review or comment on exterior modification requests until such time as the Condominium or Homeowners' Association produces the following:

INSTRUCTIONS FOR HOMEOWNERS

- You, as the Owner, will follow the steps below in preparation of your request "package". That package must be submitted to your Property Manager so that your request can be placed on the agenda for the next meeting of your Association Board of Directors. That

meeting must be properly posted, which means all owners in your building must be notified that a meeting is occurring, and that your request is on the agenda.

- A vote on your request, which is an item on the posted agenda, must be conducted and recorded in the meeting minutes. Those minutes MUST be included in your package submission to the ACC. If your Association did not approve the request pursuant to this policy, please do not forward it to the ACC, because it will not be considered.

DO NOT SUBMIT A PACKAGE TO THE ACC FOR APPROVAL IF YOU HAVE A SATELLITE DISH ILLEGALLY MOUNTED TO THE EXTERIOR OF YOUR CONDOMINIUM UNIT. IT MUST BE REMOVED AND PLACED ON A TRIPOD ON YOUR TERRACE OR BALCONY.

PROCESS FOR SUBMISSION TO THE ACC

1. Please first consider whether or not the work you are considering will be detrimental to the overall architectural integrity of your building, and the rest of the Island. Just because “John Doe did the same thing 2 years ago” should not be a factor. Mistakes have been made and many buildings have been damaged by the rampant disregard for architectural integrity.
2. Please go to www.fisherislandfica.com and click on “Process” underneath “Architectural Control Committee”. Review the information carefully.
3. Meet with your Association Property Manager and discuss what you would like to do. They will be able to give you guidance on the process, the forms required, and some idea of what will or will not be approved by your Condo Association, Homeowners’ Association and then the ACC. Please note that the ACC does NOT review interior renovation requests, as your Condo Association or Homeowners’ Association is presently authorized to conduct those reviews and make a final determination.
4. Complete the Architectural Control Committee Submission Form and be specific. Illegible forms will not be acted upon. If you believe the reader will not fully comprehend what you are requesting, please write a narrative explaining exactly what you are attempting to accomplish.
5. If the modifications you are requesting will substantially change the exterior, please have Photoshop images or elevation sketches prepared, demonstrating what you have today and what the result will be.
6. Submit architectural/engineering plans via PDF file. If possible, provide only the exterior pages to the ACC.

7. The “package” consisting of your (a) architectural/engineering drawings , (b) your narrative explaining what you are attempting to accomplish, in detail (c) Photoshop images or elevation sketches, and the Architectural Control Committee Submission Form should be submitted to your Condominium Association Board of Directors, via your Association Property Manager. Your Association will determine whether your submission is consistent with the Rules and Regulations, Policies and Procedures, By-Laws, and Covenants of your Association at such meeting, and they will determine if the majority supports your request. If they support your submission, they will provide you with an approval letter. If your Association does not support your submission, do not forward it to the ACC.
8. The ACC will meet monthly if items are pending. The ACC will either approve, disapprove, or refer the package to their architect for review and comment, at the expense of the Member.
9. The approved work must be completed by the end of the following years construction season from the date of approval, or be re-approved through the Condominium Association or Homeowner Association and the ACC.

INSTRUCTIONS FOR CONDOMINIUM AND HOMEOWNERS’ ASSOCIATIONS

- The Condominium or Homeowners’ Association will, in accordance with its Documents and those of the Master Association, as well as Florida Law, establish a formal process for the actions it takes with regard to requests to modify the exterior of buildings on Fisher Island.
- The ACC will not entertain requests that have not been approved at duly posted general meetings of the Condominium or Homeowners’ Association’s on Fisher Island. The Agenda for the Meeting must list each Request to Modify Property. The Minutes of the Meeting must include discussion and votes of the Board of Directors on each Request. The Minutes and Agenda must be attached to the eventual “Package” to the ACC to validate compliance with covenant and law.
- The Condominium or Homeowners’ Association should direct its Property Management Company to ensure that all Requests to Modify Property “packages” include drawings for the exterior work only, Photoshop renderings of the elevations to be modified, the Request to Modify Property Form, which can be obtained at www.fisherislandfica.com, a narrative describing the work and the Condominium or Homeowner Approval Documents listed above.
- It is recommended that each approval of the Condominium Association or Homeowner Association be “conditional” upon the work being substantially started in one year. The ACC, without exception, limits its approval to end on the following years construction season, effective from the date of approval.

- No request will be considered by the ACC if a satellite dish is attached to the exterior surface; horizontal or vertical of the affected apartment; rather than mounted on a tripod on the apartment's covered terrace.

INSTRUCTIONS FOR PROPERTY MANAGEMENT COMPANIES

- The Condominium or Homeowners' Association will, in accordance with its Documents and those of the Master Association, as well as Florida Law, establish a formal process for the actions it takes with regard to requests to modify the exterior of buildings on Fisher Island. Property Managers should facilitate this process so that litigation and controversy can be avoided in the future.
- The ACC will not entertain requests that have not been approved at duly posted general meetings of the Condominium or Homeowners' Association's on Fisher Island. The Agenda for the Meeting must list each Request to Modify Property. The Minutes of the Meeting must include discussion and votes of the Board of Directors on each Request. The Minutes and Agenda must be attached to the eventual "Package" to the ACC to validate compliance with covenant and law. Property Management companies will be held accountable for ensuring compliance.
- The Condominium or Homeowners' Association should direct its Property Management Company to ensure that all Requests to Modify Property "packages" include drawings for the exterior work only, Photoshop renderings of the elevations to be modified, the Request to Modify Property Form, which can be obtained at www.fisherislandfica.com, a narrative describing the work and the Condominium or Homeowner Approval Documents listed above. It is recommended that each approval of the Condominium Association or Homeowner Association be "conditional" upon the work being substantially started in one year. The ACC, without exception, limits its approval to end on the following years construction season, effective from the date of approval. Property Management companies should create a log to memorialize construction start dates, the various stages of approval, and the expiration date of the approval if work has not begun in a substantial way.
- The Condominium and Homeowners' Association's only have 30 days to approve or disapprove under the Documents. If the Association fails to act within 30 days, the Unit Owner or Homeowner can consider, under the law, for their request to be approved by their Association; however, they may NOT proceed without ACC approval. The Property Managers on Fisher Island are critical to the success of the ACC Approval Process. Some key reminders:
 1. Property Management companies must enforce all Condominium, Homeowners' and FICA Rules and Regulations with regard to construction activity. FICA must be notified when work is scheduled, so that proper Clearance can be given. Failure to do so may result in denial of access and/or legal action by the Association.

2. Approval packages sent to ACC must be organized and inclusive of all documents required in these instructions. They may not be delivered illegible, disorganized, piece meal, and two complete copies are required.
3. If the Request to Modify Property is limited to window and door replacements, the package must include the “cut sheets” on the windows and doors, confirm that hurricane impact glass is being used, replacement windows and doors will be exactly the same size and configuration, and that any existing hurricane shutters will be removed permanently.
4. No request will be considered by the ACC if a satellite dish is attached to the exterior surface; horizontal or vertical of the affected unit; rather than mounted on a tripod on the unit’s covered terrace.
5. The Association will hold the Property Management company liable for failure to administer this policy and procedure as it is written.

SECTION 27
EMERGENCY POWERS

1. In response to an event or damage for which a State of Emergency is issued and a Miami-Dade County or Miami Beach order is in place, the Miami-Dade Police Department may enforce the instructions given in the order; i.e. the use of facial coverings, social distancing requirements, curfew, beach closures, etc.
2. In response to directives mandated by Government or State Agencies, FICA has the authority to enforce penalties and/or fines to any Owner, Member, Member’s Permittees, Guests, Employees, Contractors, and Vendors that do not abide by the mandate.
3. The Association may institute policies at any given time to ensure the safety and well-being of Owners, Members, Member’s Permittees, Guests, and Employees.

In all other respects, the Rules and Regulations of Fisher Island Community Association, Inc. shall remain in full force and effect.

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
FISHER ISLAND COMMUNITY ASSOCIATION, INC.**

THE UNDERSIGNED, constituting all of the Board of Directors of **FISHER ISLAND COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”), hereby take this Unanimous Written Consent of Directors in accordance with Florida Statute 617.0821 in lieu of a meeting of the Board of Directors.

WHEREAS, the Association desires to make certain updates to Section 7, paragraph 9(b), of its Rules & Regulations.

WHEREAS, Section 7, paragraph 9(b), of the Association’s Rules & Regulations shall be deleted in its entirety, and replaced with the following language:

(b) No work will be allowed on the following days: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and between the 2nd Friday in December and the 2nd Monday in January;

NOW, THEREFORE, BE IT RESOLVED, the undersigned Directors believe that it is in the best interest of the Association to approve of the amended Rules & Regulations section as stated above.

THIS ACTION may be executed in counterparts with signatures transmitted electronically and shall be effective as of the last date of signature shown below.

DocuSigned by:


99A566CB240C481...
Archie Drury, Director
Dated: September 26, 2022

DocuSigned by:

B895F37EFB274EC...
James Ferraro, Director
Dated: September 26, 2022

DocuSigned by:

B031BC98ED7548B...
Michael Ashkin, Director
Dated: September 26, 2022

DocuSigned by:

207942FDF9124CF...
Heinrich Von Hanau, Director
Dated: September 26, 2022

DocuSigned by:

9921F0594473451...
Steve Hafner, Director
Dated: September 26, 2022

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
FISHER ISLAND COMMUNITY ASSOCIATION, INC.**


THE UNDERSIGNED, constituting all of the Board of Directors of **FISHER ISLAND COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”), hereby take this Unanimous Written Consent of Directors in accordance with Florida Statute 617.0821 in lieu of a meeting of the Board of Directors.

WHEREAS, the Association desires to make certain updates to Section 7, paragraph 9, of its Rules & Regulations.


WHEREAS, the proposed updated Section 7 is attached hereto as Exhibit “A.” Those portions of the Rules & Regulations that are being deleted by this consent are represented as stricken (e.g., ~~stricken out~~), and those portions of the Rules & Regulations that are being added by this consent are represented as underlined (e.g., underlined).

NOW, THEREFORE, BE IT RESOLVED, the undersigned Directors believe that it is in the best interest of the Association to approve of the amended Rules & Regulations section attached as Exhibit “A.”


THIS ACTION may be executed in counterparts with signatures transmitted electronically and shall be effective as of the last date of signature shown below.

DocuSigned by:



Archie Drury, Director
Dated: October 11, 2022

DocuSigned by:


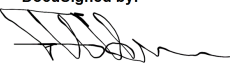
Michael Ashkin, Director
Dated: October 11, 2022

DocuSigned by:


Steve Hafner, Director
Dated: October 11, 2022

DocuSigned by:


James Ferraro, Director
Dated: October 11, 2022

DocuSigned by:


Heinrich Von Hanau, Director
Dated: October 11, 2022

Exhibit “A”

SECTION 7
CONTRACTORS AND SUBCONTRACTORS

1. Contractors and Subcontractors are those who are on Fisher Island to perform a scope of work, including but not limited to, renovations, repairs, or maintenance of buildings, lots, or units.
2. Prior to beginning their scopes of work, the Contractors and Subcontractors must be approved by the Condominium or Homeowners' Association Representative (collectively, "Neighborhood Association Representative"), or Club Representative, which manages the Unit Owner's property, and FICA, in accordance with the terms and conditions of this Section 7.
3. After the Neighborhood Association Representative or Club Representative, as applicable, receives an executed Access and Indemnification Agreement ("Access Agreement") and all of the required documentation described in the Access Agreement and in their respective rules or governing documents, the Neighborhood Association or Club Representative, as applicable shall evaluate the documentation and make a determination as to whether such Contractor or Subcontractor is approved for entry onto Fisher Island by the Neighborhood Association or Club Representative, as applicable. If a determination is made by the Neighborhood Association or Club Representative, as applicable, to approve such Contractor or Subcontractor for entry onto Fisher Island, then the Neighborhood Association or Club Representative, as applicable, shall deliver a written request to FICA to approve the Contractor or Subcontractor for entry to the Fisher Island. For the sake of clarification, if the Neighborhood Association or Club Representative, as applicable, makes a determination that such Contractor or Subcontractor is not approved to enter upon Fisher Island, such determination is final, and FICA will not review such Contractor or Subcontractor.
4. Upon receipt of the written approval and the Access Agreement from the Neighborhood Association Representative or Club Representative, as applicable, a FICA representative will perform background checks on the Contractors and Subcontractors. FICA will not approve or provide access to the Contractors or Subcontractors until (i) FICA receives written approval from the Neighborhood Representative or Club Representative, (ii) FICA receives an executed Access Agreement from the Contractor or Subcontractor along with a copy of the Contractor or Subcontractor's certificate of insurance with FICA listed as an additional insured, if applicable, and (iii) each Contractor or Subcontractor successfully passes the background check to the satisfaction of FICA in FICA's sole and absolute discretion. FICA reserves the right to waive the background check requirements on a case by case basis.
5. If FICA disapproves the Contractor or Subcontractor the Unit Owner, Club Representative or Neighborhood Association Representative, as applicable, will be notified of such disapproval or any other violation, and the Contractor or Subcontractor will be denied use of the Transportation System.
6. If FICA approves the Contractor or Subcontractor, the Contractor and/or Subcontractor will be informed that they must use the Commercial Transportation System. Moreover, if approved by FICA, Contractors and Subcontractors will only be permitted ingress and egress access to and

from the unit/lot for which the work has been approved.

7. Upon review and approval of the matters set forth in Section 4 above, the Contractor and/or Subcontractor will be contacted by a FICA representative to complete the registration process and pay the registration fee and any other associated fees, based on the following registration and fee schedule:

Registration and Associated Fees Schedule

Company with less than 5 employees	\$250
Company with less than 5-10 employees	\$350
Company with less than 10-20 employees	\$500
Company with less than 20 employees	\$1000
Background Check (Per employee)	TBD or paid directly to third-party company
New ID Card	\$60
Lost ID Card	\$25
Parking Decals	\$20
Misplaced or forgotten ID Card	\$7 per day
Parking Decals	\$20

8. Each Neighborhood Association, Fisher Island Club, Inc., and Unit Owners shall hold harmless and indemnify FICA, including FICA's past, present and future officers, directors, employees, agents, and affiliates (collectively the "Indemnitees"), from any and all matters of actions, suits, debts, sums of money, interest owed, controversies, agreements, promises, undertakings, charges, damages, judgments executions, obligations, and reasonably incurred costs, expenses and fees (including reasonable attorneys' fees and court costs), counterclaims, claims, demands, causes of action, liabilities, losses and amounts paid in settlement incurred, paid or sustained by any of the Indemnitees, in each case in connection with, arising out of, based upon, relating to or otherwise involving services performed by Contractors, Subcontractors, Vendors, or any individual or service company performing repairs or service calls for their respective units or property.

9. Construction guidelines, which may be set by individual Neighborhood Associations, except that FICA will not provide access to the Commercial Transportation System, with the exception of emergency or necessary repairs and improvements to Units and Lots, during a two-week period in December and January, which specific dates may vary each year, between the 2nd Friday in December through the 2nd Monday in January, are as follows:

- (a) ~~Major unit renovations will take place from April 15 through November 15. These dates~~

~~may be modified by individual Neighborhood Associations; however, FICA will not permit any work during a two-week period in December and January, which specific dates may vary each year. FICA will establish and announce the dates for this two-week moratorium each year. between the 2nd Friday in December and the 2nd Monday in January.~~

- (b) No work will be allowed on the following days: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and between the 2nd Friday in December and the 2nd Monday in January during a two-week period in December and January, which specific dates may vary each year. FICA will establish and announce the dates for this two-week moratorium each year.
- (c) No work will be allowed outside of the hours between 8:00 a.m. – 5:00 p.m., Monday – Friday. Owners, Property Management Companies, or any other representative will be held responsible for any Contractors or Subcontractors who remain on island past 5:30 p.m. These hours may be further limited by the individual Neighborhood Associations.
- (d) All clean up must be completed, and the Contractor or Subcontractor must depart from the jobsite by 5:00 p.m. All construction materials and tools must be stored out of plain sight.
- (e) Saw cutting or dumping of materials or trash is strictly prohibited in any FICA Common Areas. Any materials, tools, and work must be kept/conducted within the unit or lot where the work is being conducted.
- (f) Any construction for a Unit or Neighborhood Association may not be performed within the Common Areas of FICA.
- (g) FICA reserves the right to limit the number of vehicles per project.
- (h) Any paved pathways are intended only to be used for walking, bicycling, or golf carts. No vehicles, trucks, or cranes may be used without the express written consent of FICA and supervision by FICA.
- (i) Notice must be provided at least sixty (60) days in advance to FICA for any work that requires a permit.

10. FICA reserves the right to prohibit the issuance of and to rescind Identification Cards/Access Passes to Employees, Licensees, Invitees, Vendors, Contractors, and Subcontractors of Unit Owners and any on island entity in the event a complaint or multiple complaints are received by FICA.

Violation and Penalty Fee Schedule

Any infraction that is illegal per Florida Statute, County Regulation or Ordinance, and enforceable by Jurisdiction.

Any behavior in violation of the Association Policies	Barred from the island
Possession of explosive/illegal firearms	Barred from the island

Possession of Drugs	Barred from the island
Possession of open containers of alcoholic beverage	Barred from the island
Working on an unapproved project	\$1000
Unregistered worker (penalty to company, per worker/ per day)	\$100
Solicitation	\$100
GENERAL DRIVING INFRACTIONS	
First Offense	\$100
Second Offense	\$500
Third Offense	Barred from the island
Repeat speeding violations	Barred from the island
Speeding in excess of 10 MPH over speed limit	\$100
SPEEDING - 5 MPH OVER SPEED LIMIT	
First Offense	Warning + \$100
Second Offense	\$500
Third Offense	Barred from the island
PARKING VIOLATIONS	
First Offense	Warning + \$100
Second Offense	\$500
Third Offense	Barred from the island
Construction During non-service hours	\$100
LITTERING	
First Offense	Warning + \$100
Second Offense	\$500
Third Offense	Barred from the island

FICA reserves the right to impose fines, penalties, and suspend or revoke access privileges to visiting Contractors, Subcontractors, Vendors, and Employees being cleared as guests who violate the Rules and Regulations. FICA also reserves the right to modify the fines and penalties from time to time as they deem necessary.