

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
<b>GENERAL DRIVING INFRACTIONS</b>	
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
<b>SPEEDING - 5 MPH OVER SPEED LIMIT</b>	
First Offense	Warning + \$100
Second Offense	\$500
Third Offense	Barred from the island
<b>PARKING VIOLATIONS</b>	
First Offense	Warning + \$100
Second Offense	\$500
Third Offense	Barred from the island
Construction During non-service hours	\$100
<b>LITTERING</b>	
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**

**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;

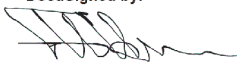
**NOW, THEREFORE, BE IT RESOLVED**, the undersigned Directors believe that it is in the best interest of the Association to approve of the amended Rules & Regulations section as stated above.

**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.**

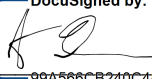
**THE UNDERSIGNED**, constituting all of the Board of Directors of **FISHER ISLAND COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”), hereby take this Unanimous Written Consent of Directors in accordance with Florida Statute 617.0821 in lieu of a meeting of the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

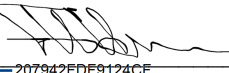
**NOW, THEREFORE, BE IT RESOLVED**, the undersigned Directors believe that it is in the best interest of the Association to approve of the amended Rules & Regulations section attached as Exhibit “A.”

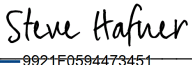
**THIS ACTION** may be executed in counterparts with signatures transmitted electronically and shall be effective as of the last date of signature shown below.

DocuSigned by:  
  
99A566CB240C481...  
Archie Drury, Director  
Dated: October 11, 2022

DocuSigned by:  
  
B895F37EFB274EC...  
James Ferraro, Director  
Dated: October 11, 2022

DocuSigned by:  
  
B031BC96ED7548B...  
Michael Ashkin, Director  
Dated: October 11, 2022

DocuSigned by:  
  
207942FDF9124CF...  
Heinrich Von Hanau, Director  
Dated: October 11, 2022

DocuSigned by:  
  
9921F0594473451...  
Steve Hafner, 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
<b>GENERAL DRIVING INFRACTIONS</b>	
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
<b>SPEEDING - 5 MPH OVER SPEED LIMIT</b>	
First Offense	Warning + \$100
Second Offense	\$500
Third Offense	Barred from the island
<b>PARKING VIOLATIONS</b>	
First Offense	Warning + \$100
Second Offense	\$500
Third Offense	Barred from the island
Construction During non-service hours	\$100
<b>LITTERING</b>	
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.