

**\*As approved unanimously by the  
Associations Board of Directors on  
May 11, 2009.**

**SCHEDULE A**

**BYLAWS OF  
FISHER ISLAND COMMUNITY ASSOCIATION, INC.**

**RULES AND REGULATIONS**

**SECTION 1**  
**INTRODUCTION**

The Master Covenants of Fisher Island and the Bylaws of Fisher Island Community Association (“FICA” or “Community Association” or “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 Beaches, Playground and Preferred Boarding Lanes at the Ferry Terminals. Additionally, the Board of Directors, at its sole discretion, may deny access to the Transportation System guests and invitees or assess “pay per use” fees for usage, and it may require Unit Owners to personally visit the Public Safety Office to arrange Clearance, in lieu of providing Clearance by telephone, fax or e-mail.

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 Association Beaches, Playground, Preferred Boarding Lanes until such time as they have paid their assessments, and that fees for usage may be employed, and that denial of Clearance, except for the Unit Owners may be accomplished, and

that Unit Owners may be required to appear in person to provide Clearance, in lieu of telephone, fax or e-mail.

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 Developer 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 the Board of Directors.

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 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<sup>1</sup>/<sub>2</sub> 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 any

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. Any and all references herein to vehicles shall include within its meaning, golf carts.

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, common elements of a condominium or homeowners’ association or limited common elements of same. This includes bird seed, food, dirt from balconies or elsewhere. Feeding of wildlife from Units and Lots is strictly prohibited.

5. Cleaning of terrace floors may not include flooding of scuppers with cleaning water.

### **SECTION 3** **TRAFFIC**

1. The speed limited on Fisher Island is 19 miles per hour. Violations will result in speeding tickets, fines and, for habitual offenders, up to sixty (60) day suspensions of the right to use Preferred Boarding Lanes of the Ferry Terminals.

2. Fisher Island is the home of many children, and many children are at play. Extreme caution and attention to Driving Rules, as posted on [www.ourfica.com](http://www.ourfica.com), is mandatory.

3. Fisher Island is a Bird Preserve and many species walk the island. Extreme caution and attention to Driving Rules, as posted on [www.ourfica.com](http://www.ourfica.com) is mandatory.

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

(a) Carts shall be maintained in an 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 the Board of Directors.

(b) Carts shall be operated only by persons with valid driver’s licenses.

(c) Carts must be registered with the Association’s Public Safety Department.

(d) Carts belonging to Contractors, visiting and permanent, must be approved by and registered at the Public Safety Office and inspected. An annual registration fee will be charged to carts being placed on the island for a year or more;

(e) 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;

(f) Carts shall be electrically powered only and shall only be charged using electricity provided for such purposes by the applicable Neighborhood Association or Owner;

(g) Carts will be equipped with working head lights and tail lights, which must be activated from dusk to dawn.

5. 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.

6. Contractors, Vendors, Employees of any entity, may not drive motorcycles on to Fisher Island. Motor scooters comparable to the Vespa brand are not considered motor cycles.

7. The Rules and Regulations Committee will use discretion in reacting to Owner motorcycles based on "loud pipes" and shall be empowered to recommend to the Board of Directors 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, including suspension of a Member's right to use the Common Areas and the Preferred Ferry Access Lanes intended for Owners or Equity Members and their Guests.

8. All vehicles must come to a complete stop at all stop signs.

#### **SECTION 4** **PARKING**

1. No portion of the Common Areas or condominium association lawns may be used for parking purposes, except those portions specifically designed and intended therefor.

2. Contractor and Employee vehicles parked illegally will be subject to immobilization or "booting" by the Association. A fee of \$65 will be charged for removal of the "boot".

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 in 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. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. 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. The Association, from time to time may, during hours when the commercial barge 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.

3. 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 the preferred boarding lane known as the Diamond lane (Lane 2). The Association may at its sole and absolute discretion assess fees for such usage of the Transportation System. 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.

4. 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.

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

6. The ferry boats may not be used for commercial traffic unless the Association specifically provides for such at its sole discretion.

7. The Association may, with fourteen (14) days written notice to Owner and a hearing with the Association's Rules and Regulations Committee, deny Owner privileges to provide "Clearance" to their social guests on the Transportation System vessels, as a penalty for non-payment of FICA Assessments and/or condominium or homeowners' association fees and assessments; however, the Association will only deny Clearance for those in arrears for their condominium or homeowners' associations upon receipt of a resolution requesting such from the respective boards of directors. For the purposes of this rule, social guests shall not include medical providers and personnel or Visiting Contractors and Subcontractors, as defined below, engaged to perform emergency repairs or other improvements on Lots and Units.

8. 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.ourfica.com](http://www.ourfica.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, which may deny such privileges, restrict such privileges, or collect fees for such, at its sole discretion. 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 or fax. Members who are delinquent in the payment of their Assessments to the Association, or delinquent in their payments to any condominium/homeowners' association, may be required to arrange Clearance in person at the Public Safety Office.

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.

5. The authorized member must provide the name of guest, 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. The Public Safety department will make contact with every resident and member via telephone and email to ensure that all member numbers that are used for clearances purposes, have a password assigned. 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 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/homeowners association approval in advance, when such is required.

7. Arriving Guests must provide a valid photo identification to avoid misspelled names and delays in processing the Clearance. 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. Authorized guests are: visitors; and persons from the following professions: medical, legal, photography, realty, appraiser, accountant, teacher/tutor, nutrition.

8. For Clearance for unit and building renovation projects, the appropriate property management company shall provide the unit information to the Public Safety department that includes the completed registration form. This Public Safety Department will then provide a Project Number for the approved work in the unit. The Public Safety Department will confirm that the property owner has approved a General Contractor, Architect, or Project Manager to provide clearance for workers. The General Contractor will then be provided with the Project number to clear workers once their registration process is complete.

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 be directed to the Port of Miami Terminal J to board the Fisher Island Barge. However, the Unit Owner may provide Clearance for his architect, engineer or general contractor (1) to use the Fisher Island Ferry for site visits when those visits are scheduled with an arrival of no earlier than 11:00 a.m. and a departure prior to 3:00 p.m.

**SECTION 7**  
**VISITING CONTRACTORS AND SUBCONTRACTORS**

1. Visiting Contractors and Subcontractors are those who are on the island to perform a particular scope of work, including but not limited to, renovations, repairs or maintenance of buildings, lots or units. Prior to beginning their scopes of work, the Visiting Contractors and Subcontractors must provide to the Licensed Community Association Manager (LCAM) or Club CEO designee, which manages the Owner's property, condominium association property, homeowner's association property, or Club Property, the following documentation, which shall be maintained on file by the condominium or homeowners' association LCAM or Club CEO for purposes of protecting those associations in the case of insurance claims and legal or labor disputes.

(a) An executed copy of the agreement between the resident and the contracting entity which specifically identifies the nature of the work to be performed;

(b) If the scope of work in an association is "interior" with no visible impact outside the affected space, the LCAM or CEO Designee will provide FICA with a copy of the condo association approval or homeowner's association approval so that the Public Safety Department can respond to complaints, water leaks, improper waste management, etc., in those hours when the association property manager and building technician are not on the island;

(c) A projected schedule of the work, the names and contact information of the General Contractor, and the names and contact information of Subcontractors so that the Public Safety Department can respond during emergencies and to complaints, and so that the Transportation Department can plan the numbers of barges required on certain days ;

(d) A copy of the business and contractor's licenses;

(e) Proof of general liability insurance, automobile liability, and workers compensation insurance. FICA must be listed as "Additional Insured" on any project not on Club Property. Any project on Club Property requires that "Fisher Island Club" be listed as "Additional Insured, as well as FICA. The general liability insurance minimum for a Visiting Contractor is \$1,000,000; for Workers' Compensation, the minimum is \$1,000,000. Automobile liability should be no less than 100/300/100 per vehicle. Failure to provide a Certificate of Insurance showing the Association as a Certificate Holder or Additional Insured, if required, will cause the Association to deny Clearance;

(f) A signed Contractor Acknowledgement of FICA and condominium association, homeowner's association or Club construction rules, parking rules and traffic rules.

2. If the Association disapproves the Contractor because of (a) history of leaving residents with mechanics liens, (b) violation of condominium association, homeowner's association, Club or FICA Rules and Regulations or (c) has a criminal record, the Owner, Club CEO, condominium association or homeowner's association will be notified of such disapproval and the Visiting Contractor or Subcontractor will be denied use of the Transportation System. If

the Association approves the Visiting Contractor or Subcontractor, the Visiting Contractor and/or Subcontractor will be informed that they must use the contractor's barge, which is presently located at the Port of Miami but may be relocated from time to time. Contractors performing construction are not authorized to utilize the Association's ferry or recreational facilities under any circumstances. Moreover, if approved by the Association, Visiting Contractors and Subcontractors will only be permitted ingress and egress access to and from the unit/lot for which the work has been approved.

3. Visiting Contractors and Subcontractors must pay to use the island's transportation system. The Board of Directors will determine the fee structure, pursuant to Exhibit A. The Association may issue to the Property Management Company of an association a "Clearance Number" which must be used to clear vehicles on to the barge, which upon the Owner's written approval, may be delegated to the General Contractor, which may generate fees, with advance notice, to either the Visiting Contractor or Subcontractor, or to the Owner, condominium association, homeowners' association or Club; however, such fees will, if imposed, be added to the Owner's FICA account.

4. Any Owner providing false clearance through the Public Safety Department's access control unit will be fined and denied use of the Common Areas for up to 60 days per occurrence. For habitual offenders, the Association may require the offending Owner to appear in person at the Public Safety office to sign affidavits to provide clearance.

5. Construction guidelines which may be modified by individual associations, except that FICA is not obligated to provide barge or commercial ferry use, with the exception of emergency or necessary repairs and improvements to Units and Lots, prior to April 15 or after November 15, or on Saturdays or Holidays, are as follows:

(a) Construction is only permitted from April 15 to November 15;

(b) No work will be allowed on the following days: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and between December 20 and January 2;

(c) Hours: 9:00 a.m. – 4:00 p.m., Monday – Friday (Owners, Property Management Companies or any other representative will be held responsible for any contractors who remain on Island past 5:30 p.m.);

(d) Loud noise will only be permitted between 11:00 am – 4:00 pm in any occupied structure (defined as demolition of stone, demolition of walls, core drilling into concrete slabs, saw cutting of concrete or stone, use of air-hammers, jack hammers or air screw drivers);

(e) All clean up must be completed and Contractor must be off the jobsite by 5:00 p.m. All construction materials and tools must be stored out of plain sight;

(f) All Contractors and Vendors must park at the commercial barge landing area or other location as designated by FICA. Transportation is provided throughout the Island via Island Transportation trolleys;

(g) Saw cutting of materials is not permitted in any Common Areas, Limited Common Elements (balconies, terraces, common corridors, or garages. Furthermore, any construction for a unit may not be performed within the Common Areas of FICA or the common areas of any association;

(h) Any paved pathways are intended only to be used for walking, bicycling or golf carts. No vehicles, trucks or cranes are to be used without the expressed written consent of FICA and supervision by FICA, which shall be provided to the Visiting Contractor or Subcontractor for fee.

## **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.

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. The Board of Directors via its Chief Executive Officer 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.

## **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 1<sup>st</sup> 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 Common Areas, except the dog park, unless attended by an adult or child of more than eight (8) years of age and on a leash of reasonable length. Pet

owners are responsible for the removal and disposal of their pet's defecation. Pets are not permitted on the Beaches.

2. 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.

3. Should the Association deem a dog to be a "nuisance", then such dog shall be kept in doors at all times unless it is in a muzzle.

4. 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.

5. 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. Individual unit satellite dishes may only be used when located on terraces on tripods after June 1, 2009. Any satellite dishes installed in violation of the Master Covenants must be removed no later than June 1, 2009.

3. At no time shall any condominium association 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.

#### **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 The Properties.

2. Fireworks may not be ignited without advance approval of 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 Certified Horticulturist and Arborist, and is staffed by uniformed employees who are provided benefits, health insurance and a living wage. It is in the best interest of islanders if all condominium associations contract with FICA for these services; keeping the island's money on the island. 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. Landscaping contractors must pay to use island's transportation system. The Board of Directors will determine the fee structure;
2. Landscaping contractors must abide by the Association's parking rules;
3. Landscaping contractors must use only electric-powered golf carts - gas-powered golf carts are prohibited;
4. Landscaping contractors must use only low decibel blowers and must abide by the schedule set by the Association for use of same;
5. Landscaping contractors may only use chemical fertilizers that are approved at least (30) days in advance by the Association, in writing, based on a written submission;
6. 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.
7. Landscaping contractors must pay a fee to the Association in order to be shown the location of the irrigation lines prior to digging.
8. Landscaping contractors must produce a list of all employees to the Association prior to commencing any work on the island.
9. All employees of the landscaping contractor must be in uniforms approved by the Association in advance.
10. Landscaping contractors must produce evidence to the Association that background checks and drug and alcohol testing has been performed on all employees of the contractor.
11. All employees of the landscaping contractor must produce identification prior to boarding the barge system.

12. Landscaping contractors must produce copies of the contract with the Neighborhood Association or property owner to the Association for approval prior to commencing any work on the island.

13. Landscaping contractors must have General Liability insurance (\$2,000,000 aggregate at \$1,000,000 per occurrence), Workers' Compensation insurance (\$1,000,000 minimum) and Automobile Liability insurance (100/300/100 minimum). Failure to provide a Certificate of Insurance showing the Association as a Certificate Holder will cause the Association to deny Clearance.

## **SECTION 15** **SECURITY CONTRACTORS**

The Association has an in-house Public Safety Department. It is in the best interest of islanders if all condominium associations contract with FICA for these services. Any association using an outside security contractor, after receiving approval from the Association's Board of Directors, will comply with the following Rules and Regulations, and demand that their outside security contractor do the same:

1. Security contractors must pay to use the island's 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 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 barge system;
8. Security contractors must produce copies of the contract with the Neighborhood Association to the Association for approval prior to commencing any work on the island.
9. Security contractors must have General Liability insurance (\$2,000,000 aggregate at \$1,000,000 per occurrence), Workers' Compensation insurance (\$1,000,000 minimum) and

Automobile Liability insurance (100/300/100 minimum). Failure to provide a Certificate of Insurance showing the Association as a Certificate Holder will cause the Association to deny Clearance

**SECTION 16**  
**HOUSEHOLD EMPLOYEES**

1. Household Employees are not guaranteed access to the island's 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. 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**  
**TREE REMOVAL**

The Association has on staff a certified horticulturist and certified arborist. 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 island's 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 Clearance 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**

Bicycles are to be used only by Owners, Members and Members' Permittees and Public Safety Officers. Bicyclists are subject to the same driving and parking rules as vehicles.

**SECTION 21**  
**TRASH DISPOSAL**

Disposal of all trash must be taken to the designated trash containers on Parcel 7, or other designated location, and will be charged according to amount discarded. Storage or disposal of any item in Parcel 7 is strictly prohibited unless written consent is received from FICA. Furthermore, disposal or storage is prohibited on all other Common Areas.

**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 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**  
**IMPROPER RENTALS OF UNITS**

When a Unit Owner violates the Covenants, Rules and/or Regulations of a condominium or homeowners' association by failing to gain approval of the board of directors, the board may request that the Association's Public Safety Department deny access to the Transportation System for the illegal tenant; however, the Association will not perform such action without indemnification from the respective association(s). All improper rentals should be reported to the Association's Rules and Regulations Committee, which may assess fines, deny clearance privileges for up to sixty (60) days, deny access to the Preferred Driving Lanes and other Common Areas for sixty (60) days, and require the Unit Owner to arrange for Clearance in person at the Public Safety Office.

**SECTION 25**  
**PROPERTY MANAGEMENT COMPANIES**

1. The use of a property management company other than those being used currently must be approved in advance, in writing, by the FICA Board of Directors, consistent with the Fisher Island Master Covenants. All approved property management companies must comply with the directives of FICA, consistent with the Fisher Island Master Covenants in order that the use of Common Areas can be coordinated, the planning for emergency preparedness and response can be managed, in order that the Fisher Island Public Safety Department can respond to requests from the associations and Club, in order that Fisher Island Community Association Rules and Regulations can be enforced, in order that the Architectural Control Committee (ACC) can function consistent with the Covenants, in order that the Transportation System can operate efficiently, and in order for communications between employees of multiple entities can effectively provide excellence in customer service. Lists of employees will be provided to FICA upon request and certification will be provided that the companies are compliant with FICA requirements that employees undergo criminal background checks, random drug and alcohol testing, and have been fully briefed on the Rules and Regulations of the Association. 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. All Property Managers must be bondable, fully insured and licensed by the State of Florida.

4. 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 and by-laws. Failure to do so may result in legal action by the Association.

5.. 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 26**  
**HURRICANE SHUTTERS AND WINDOW AND DOOR REPLACEMENT**

1. 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.

2. Any exterior door and/or window replacement request must be approved through the Architectural Control Committee (ACC) process. The ACC policy is that no replacement

windows or doors will be larger than those being replaced, in order to protect the architectural integrity of structures on Fisher Island.

**SECTION 27**  
**ARCHITECTURAL CONTROL COMMITTEE RULES AND REGULATIONS**

**NOTE: APPROVED AS A SEPARATE DOCUMENT IN 2008**

The Architectural Control Committee (ACC) presently consists of three individuals: Two Unit Owners, and a representative of Fisher Island Holdings LLC (the Developer).

Purpose

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. Members should know that the taking of limited common element (balconies and terraces) or “encroachments upon LCE not incorporated within unit boundaries” for apartment expansion is strongly opposed by a majority of Members across the island. Requests to enclose such will require the most rigorous review by the ACC and each Condominium Association.

PLEASE NOTE THAT THE ACC DOES NOT ENTERTAIN REQUESTS FOR EXTERIOR MODIFICATION UNLESS THE CONDOMINIUM ASSOCIATION FIRST APPROVES. NOR DOES THE ACC APPROVE OR REVIEW ANY INTERIOR RENOVATION REQUESTS, AS THE CONDOMINIUM ASSOCIATIONS AND THE HOMEOWNERS ASSOCIATION ARE SO EMPOWERED.

Authority

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 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 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.

If work is performed without such approval of the ACC and the Condominium or Homeowner Association, FICA has the power to require the work be reversed at the owner's expense, to enter the unit and have the work reversed at the Owner's expense, and to charge back to the Owner all enforcement costs if litigation or arbitration occurs.

DO NOT SUBMIT A PACKAGE TO THE ACC FOR APPROVAL IF YOU ARE IN ARREARS ON EITHER YOUR CONDOMINIUM ASSOCIATION OR HOMEOWNERS' ASSOCIATION FEES, OR IN ARREARS TO FICA. THE ACC WILL NOT ENTERTAIN A REQUEST UNDER THAT CONDITION.

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. ANY SATELLITE DISH OR ANTENNAE MOUNTED TO ANY EXTERIOR SURFACE; HORIZONTAL OR VERTICAL OR PENETRATION IS ILLEGAL AND ALWAYS HAS BEEN. 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.ourfica.com](http://www.ourfica.com) and click on "Architectural Control Process and Forms". Review the information carefully.
3. Meet with your Association property manager, as of this date either AKAM or CSI, 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, but be specific. Illegible forms will not be acted upon. If you believe the reader will not fully comprehend what you are requesting, please save everyone some time and 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 (3 copies). If possible, provide only the exterior pages to the ACC.
7. The “package” consisting of your (a) architectural/engineering drawings (3 sets), (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 return your full package to you, retaining one set of plans for their records, and very importantly, will attach a copy of the agenda and minutes of the meeting at which your request was approved. You may then submit it to the ACC for its review. 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 in less than 12 months, or be re-approved through the Condominium Association and the ACC. In other words, the approval expires on the 366<sup>th</sup> day from the date it was granted.

### **INSTRUCTIONS FOR CONDOMINIUM AND HOMEOWNERS ASSOCIATIONS**

- The Condominium or Homeowner 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 Associations on Fisher Island. The Condominium or Homeowner Association must post, 14 days in advance, a notice of a meeting of the Board of Directors. The notice must include a brief description of each Request to Modify Property. The posting must be mailed to all the Voting Interests in the Condominium or Homeowner Association. 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, Posting and Agenda must be attached to the eventual “Package” to the ACC to validate compliance with covenant and law.

- The Condominium or Homeowner Association should direct its contract 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.ourfica.com](http://www.ourfica.com), a narrative describing the work and the Condominium 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, now limits its approval to one year. After the 365<sup>th</sup> day, it is necessary to re-submit.
- Effective October 1, 2008, 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.
- Effective February 14, 2008, the ACC will not consider any requests to modify property from units that are not current in the payment of their FICA Assessments.

#### **INSTRUCTIONS FOR PROPERTY MANAGEMENT COMPANIES**

- The Condominium or Homeowner 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 Associations on Fisher Island. The Condominium or Homeowner Association must post, 14 days in advance, a notice of a meeting of the Board of Directors. The notice must include a brief description of each Request to Modify Property. The posting must be mailed to all the Voting Interests in the Condominium or Homeowner Association. 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, Posting 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 Homeowner Association should direct its contract 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.ourfica.com](http://www.ourfica.com), a narrative describing the work and the Condominium 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, now limits its approval to one year. After the 365<sup>th</sup> day, it is necessary to re-submit. 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 Property Managers on Fisher Island are critical to the success of the ACC Approval Process. Some key reminders:

The Condominium and Homeowners Associations only have 30 days to approve or disapprove under the Documents. If association fails to act within 30 days, the unit owner or home owner can consider, under the law, for their request to be approved by their association; however, they may NOT proceed without ACC approval

1. Property Management companies must enforce all Condominium, Homeowners for FICA Rules and Regulations with regard to construction activity. FICA must be notified when work is scheduled so that proper clearance can be given.
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, confirm that replacement windows and doors will be exactly the same size and configuration, and confirm that any existing hurricane shutters will be removed permanently.
4. Effective October 1, 2008, 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.
5. Effective February 14, 2008, the ACC will not consider any requests to modify property from units that are not current in the payment of their FICA Assessments.

The Association will hold the property management company liable for failure to administer this policy and procedure as it is written.

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