



FORT LAUDERDALE

THE RESIDENCES

RESIDENCE OWNER APPLICATION



W Residences Fort Lauderdale
Unit No.
3101 Bayshore Drive
Fort Lauderdale, Florida 33304

Hello,

Congratulations and welcome to your new home at W Residence Fort Lauderdale. Now that you're an owner, take a look at the fabulous amenities you'll be enjoying.

Come play in the Venice of America, where you can twinkle your toes in the Atlantic and yacht the day away. Maybe have a bite at Steak954, a modern boutique steakhouse by Stephen Starr, or catch the latest beats at the Living Room.

Looking for something a little more fabulous? Indulge yourself with a spa treatment at Away® Spa, or live large and lounge around by the 5th floor infinity-edge Wet deck while we cater to your every whim.

The W Residence Fort Lauderdale wants you to know that you are not just an owner, but also one of our guests. Your wish truly is our command with our Whatever/Whenever® service philosophy. Our Whatever/Whenever talent is here to provide whatever you want, whenever you want it. Just let us know what we can do for you.

The following pages will provide you with information on the amenities available to you. You will also find information on establishing your W Fort Lauderdale personal charge account for hotel services such as In-Home Dining, Steak954, El Vez, the Living Room, Away Spa, Wet Bar, Style and Maintenance services, and In-Home Catering as well as a host of other W exclusive services available to you.

Once again, it is our pleasure to have you as an owner. We look forward to assisting you.

All the best,

Ted Keyes
Director of Residences



DISCLAIMER

The Owner's Administration Handbook is for informational purposes only and shall not modify, alter or amend Owner's obligations and rights as set forth in the Master Deed.

All rights in W Hotels & Resorts trade name and trademarks are the sole property of Hotel Operator and/or Hotel Operator's affiliates.

The Condominium Association and the Residence Owners have no rights to the W Hotels & Resorts trade names and trademarks.

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RESIDENCE OWNER INFORMATION

CONTACT INFORMATION

COMPANY NAME (if unit will be incorporated)

NAME _____

RESIDENT OWNER- ONE

NAME _____

MAILING ADDRESS _____

OFFICE _____ FAX _____

MOBILE _____ EMAIL _____

RESIDENT OWNER- TWO

NAME _____

MAILING ADDRESS _____

OFFICE _____ FAX _____

MOBILE _____ EMAIL _____

Please print names and birthdays (MM/DD/YY) of all occupants of the Residence [including pets].

_____ / /	_____ / /
_____ / /	_____ / /
_____ / /	_____ / /
_____ / /	_____ / /

MEDICAL EMERGENCY INFORMATION

PERSON TO CONTACT IN AN EMERGENCY (other than spouse)

PRIMARY CONTACT _____

RELATIONSHIP _____

PRIMARY TELE _____ SECONDARY _____

SECONDARY CONTACT _____

RELATIONSHIP _____

PRIMARY TELE _____ SECONDARY _____

RESIDENT OWNER _____ DATE _____
(signature)

MARRIOTT BONVOY ENROLLMENT FORM

UNIT NO. _____

TITLE _____

FIRST NAME _____ LAST NAME _____ SUFFIX _____

PRIMARY MAILING ADDRESS (home _____ business _____)

COMPANY _____

STREET _____

CITY _____ STATE _____ COUNTRY _____

POSTAL CODE _____ TELE _____

EMAIL ADDRESS _____

MARRIOTT BONVOY NUMBER (If current member) _____

PARKING ACCESS

UNIT OWNER PARKING

Each Hotel Condominium Unit (and their family members or personal guests while occupying such Unit with Unit Owner's permission, but not rental tenants) is entitled to one (1) vehicle at any given time valet or self parked for no additional fee other than what is charged and included as part of the Adjoining Parcel Costs. All vehicles in excess of (1) vehicle for each Hotel Condominium Unit shall be subject to valet parking charges for parking at rates charged to Hotel Guests.

SELF-PARKING RULES & REGULATIONS

1. Self-Parking option available only for Occupants staying more than (3) consecutive months.
2. **There are no "assigned spaces". First come, first serve concept.**
3. Residents / Tenants can only park on the 3rd Level, in the designated Purple area.
4. Re-charging stations (green spaces) are to be used only while the vehicle is re-charging.
5. Ensure to lock your vehicle.
6. Do not leave any valuable items in your vehicle and in plain sight.

DELIVERY PARKING

Please see "Deliveries / Removals" section.

HOLD HARMLESS AGREEMENT

This agreement is made with regard to Mr. / Mrs. / Ms. _____,
Resident of Unit _____ and with specific regard to parking in the property's "B" Pedestal,
Level 3 Valet garage.

I acknowledge that I have received adequate consideration for executing this document. I willingly and hereby assume any and all risk in connection with parking my vehicle(s), including without limitation risk of any theft or damage, accident or injury to person or property which I may sustain in connection with my participation while residing at W Fort Lauderdale.

For good and valuable consideration to the undersigned, paid jointly by Capri Hotel LLC, The Related Group, a Florida limited liability company doing business as W Fort Lauderdale, Robert M. Currey & Associates, Inc., Fireman's Fund Insurance Co., Fireman's Fund Claims, Starr Restaurants, Towne Parking Systems and W Hotels Management Inc, a Delaware Corporation, its authorized agent and all subsidiaries and affiliates of the Marriott International (the Indemnified Parties), together with its past or present officers, directors, the receipt of which is hereby acknowledged, the undersigned resident herein agrees to indemnify, defend (with counsel reasonably acceptable to the Indemnified Party) and hold harmless the Indemnified parties, and their directors, officers, employees, servants, agents and representatives from and against any and all claims, liabilities, demands, actions, suits, damages, losses, injuries, costs and expenses (including without limitation reasonable attorney's fees) arising from or related to the negligent acts or omissions of the resident while dwelling on or about the Indemnified Parties' premises.

It is expressly understood and agreed that the provisions of this Article shall survive the termination of service provided by W Fort Lauderdale at the Indemnified Parties' premises.

PRINT NAME _____

RESIDENT / TENANT _____ DATE _____
(signature)

VEHICLE INFORMATION

UNIT NO. _____

PRIMARY VEHICLE (complimentary)

VEHICLE MAKE _____

MODEL _____ STATE ISSUED _____

COLOR _____ YEAR _____ LICENSE PLATE _____

ALARM YES NO

SECONDARY VEHICLE (monthly rate of \$ _____)

VEHICLE MAKE _____

MODEL _____

COLOR _____ YEAR _____ LICENSE PLATE _____

ALARM YES NO

DECAL NO:
OFFICE USE ONLY
DECAL NO:

PARKING RULES & REGULATIONS

1. Self-Parking option available only for Occupants staying more than (3) consecutive months.
2. **There are no "assigned spaces". First come, first serve concept.**
3. Residents / Tenants can only park on the 3rd Level, in the designated Purple area.
4. Re-charging stations (green spaces) are to be used only while the vehicle is re-charging.
5. Ensure to lock your vehicle.
6. Do not leave any valuable items in your vehicle and in plain sight.

RESIDENT / TENANT _____ DATE _____
(signature)

PET AGREEMENT

PET POLICY

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Hotel Condominium Unit Owner hereby acknowledges and agrees that the Unit Resident and Unit Residents' Pet shall be subject to the following:

Notwithstanding the foregoing, however, in the event that a first-time Unit Owner purchasing from the Ownership has more than two pets at the time of execution of the Real Estate Purchase Agreement for the Hotel Condominium Unit, the consent of the Association shall not be required and the Unit Owner may keep said excess pet or pets within the confines of the Unit subject, however, to the prior written approval of the Ownership and to all other rules and/or regulations in effect at the time pertaining to pets, until the death of that pet. Thereafter, if the Unit Owner desires to adopt a new pet, said Unit Owner shall be required to comply with all rules and regulations then in effect with regard to pets including without limitation the number of pets which may be maintained within a Hotel Condominium Unit.

1. RECITALS

- A. Residence Owner is the Resident of Residence Unit _____ within Fort Lauderdale Residences, a hotel Condominium (the "Condominium") and Capri Hotel, LLC (the "Hotel Owner") and Marriott International (the "Hotel Operator").
- B. Pursuant to Article 16 of the Declaration of Condominium and Article 9 of the Rules and Regulations of Condominium Association.
- C. Residence Owner and Manager now desire to enter into this Agreement for establishing rules and regulations governing Unit Owner's maintenance of any permitted Pet within the Designated Areas.

2. TYPE, NUMBER AND SIZE OF PET

Domesticated dogs and/or cats may be maintained in a Hotel Condominium Unit provided: (i) no more than two (2) in total of any combination of dog and/or cat are maintained in a single Hotel Condominium Unit; (ii) such pets are permitted to be so kept by applicable laws and regulations, (iii) such pets are not left unattended on terraces or balconies or in lanai areas, (iv) such pets are not a nuisance to occupants or owners of other Units, (v) such pets are not a breed considered to be dangerous by either the Adjoining Parcel Owner, Shared Facilities Unit Owner or the Association and (vi) such pets are subject to such weight and size requirements as determined by the Association, the Shared Facilities Unit Owners and the Adjoining Parcel Owner. The current Hotel Pet Policy allows only two pets per unit, with no size limitation per pet. No reptiles or wildlife shall be kept in or on the Condominium Property (including within Hotel Condominium Units). Section 16.3 of the Declaration shall not be interpreted to prohibit the reasonable keeping of customary pet fish or a caged, household-type bird(s) within a Hotel

Condominium Unit, provided that such pets are not kept on a balcony or terrace, or otherwise become a nuisance or annoyance to other occupants of the Condominium.

If Residence Owner is unable to comply with this Agreement due to disability, Unit Owner shall receive a variance by the Condominium Association. The Director of Residential Services shall require a written statement from a qualified professional verifying the need for a support animal by such disabled Unit Owner.

3. LOCATION

Unit Owner's permitted Pet must be maintained inside the Hotel Condominium Unit, and may not be in a Limited Common Area/Shared Facilities / Adjoining Parcel. No pets may be kept on patio areas or on balconies of any Hotel Condominium Unit when the Unit Owner is not in the unit. Pets are only permitted in the Designated Areas and are not permitted in the Recreational Facilities. Permitted cats and dogs are required to wear identification collars, and must be kept on a leash of a length that affords reasonable control over the pet at all times when outside the Hotel Condominium Unit.

4. DISTURBANCE

The maintenance of Unit Owner's Pet: (I) must comply with all rules including any ordinances, if applicable (II) may not disturb another Unit Owner or any Person elsewhere on the Property, outside of the Residence; and (III) may not be permitted to bark, howl, whine, screech or make other loud noises that create a nuisance, annoyance, odor, or create any other unreasonable disturbance. No pets that are considered to be of a dangerous breed (Pit bull, Rottweiler, Doberman Pinscher, Mastiff, Canario Presa, or any other breed known as a "fighting breed" or any dog being a mix thereof), in the sole discretion of the Association, the Shared Facilities Unit Owners and the Adjoining Parcel Owner, shall be kept on the Property.

5. PET WASTE REMOVAL

Hotel Condominium Unit Owners must immediately collect and appropriately dispose of all solid wastes of their pets and possess a device for the safe and sanitary removal and disposal of Pet solid waste when expelled in the designated areas on the Property. Any pet excrement deposited in any waste container must be fully contained in a sealed plastic bag.

The Condominium Association may levy a fine or take other action against a Unit Owner and/or its respective Guest each time solid waste is discovered on Property outside of their Unit and is attributed to the Pet in the custody of the Unit Owner and/or its Guest.

6. LIABILITY

Violation of the provisions of Section 16.3 shall entitle the Adjoining Parcel Owner, the Shared Facilities Unit Owner and/or the Association to all of their respective rights and remedies, including, but not limited to, the right to fine Hotel Condominium Unit Owners (as provided in this Declaration or in any applicable rules and regulations) and/or to require

any pet to be permanently removed from the Property. Neither the Ownership, the Adjoining Parcel Owner, the Shared Facilities Unit Owner nor the Association shall be liable for any personal injury, death or property damage caused by a pet or resulting from a violation of the foregoing and any occupant of a Hotel Condominium Unit committing such a violation the Hotel Condominium Unit Owner and the pet owner shall fully indemnify and hold harmless the Ownership, Adjoining Parcel Owner, Shared Facilities Unit Owner, each other Hotel Condominium Unit Owner and the Association in such regard.

Unit Owner shall have the sole responsibility for maintaining and insuring his Pet is in accordance with the above. Each Unit Owner agrees to underwrite the cost of necessary exterminator measures in the Residence or other if Unit Resident's or if Occupant's pet is responsible for the infestation of the building or portions thereof.

UNIT OWNER HEREBY INDEMNIFIES AND AGREES TO DEFEND AND HOLD HARMLESS THE CONDOMINIUM ASSOCIATION, THE CONDOMINIUM BOARD OF DIRECTORS, ALL OTHER UNIT OWNERS, ALL OTHER TENANTS, THE MANAGER, INCLUDING THE HOTEL MANAGER AND/OR OPERATOR, THE DECLARANT, THE SHARED FACILITIES UNIT OWNER, THE ADJOINING PARCEL OWNER AND EACH OF THEIR RESPECTIVE ASSIGNS, SUCCESSOR AND DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, JUDGMENTS, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES AND COURT COSTS) ARISING FROM BODILY INJURY (INCLUDING, WITHOUT LIMITATION, MENTAL ANGUISH, EMOTIONAL DISTRESS AND DEATH) AND/OR LOSS OR DAMAGE TO PROPERTY SUFFERED OR INCURRED BY ANY UNIT OWNER, TENANT, OCCUPANT, OR ANY FAMILY MEMBER, GUEST OR INVITEE OF UNIT OWNER OR TENANT, CAUSED BY ANY PET OF ANY UNIT OWNER, TENANT, OR OCCUPANT WHETHER CAUSED OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SUCH INDEMNIFIED PARTIES.

7. GOVERNING DOCUMENTS

This Agreement shall be subject in all respects to the provisions of the Governing Documents. Any failure by Unit Owner to comply with the terms and provisions of this Agreement shall be and constitute a violation of the Governing Documents.

8. DEFINITIONS

Those capitalized terms not expressly defined herein have the same meaning as defined in The Residences at W Fort Lauderdale (the "Master Deed") and all amendments thereto.

9. COMMENCEMENT OF PET AGREEMENT

Unit Owners may not keep or permit on the Property an animal of any kind, at any time, without completing this Agreement upon acquiring a Pet or the Unit Owner occupying a Residence with a Pet. Unit Owner may not substitute any other animal for the one described in this Agreement. Unit Owner may not harbor any Pets that are not registered or permitted by this Agreement. No Pet may be kept, bred or maintained for any commercial purposes.

RESIDENCE OWNER

PRINT NAME _____

RESIDENT SIGNATURE _____ DATE _____

PET INFORMATION

PET- ONE

PET NAME _____

TYPE _____ BREED _____ SEX _____

COLOR _____ WEIGHT _____ AGE _____

LICENSE NO. _____

CURRENT SHOT CERTIFICATE (on file)? YES _____ NO _____

PET- TWO

PET NAME _____

TYPE _____ BREED _____ SEX _____

COLOR _____ WEIGHT _____ AGE _____

LICENSE NO. _____

CURRENT SHOT CERTIFICATE (on file)? YES _____ NO _____

HOTEL SERVICES AGREEMENT



HOTEL SERVICES

All requested hotel services will be charged to Owner's credit card obtained during initial check-in process. The credit card authorization process occurs daily for incidentals, just as a standard hotel guest.

CREDIT CARD AUTHORIZATION AGREEMENT

The undersigned ("Residence Owner") has executed this Credit Card Authorization Agreement (this "Agreement"), effective as of the date set forth below, for the benefit of Capri Hotel, LLC ("Hotel Owner") and Marriott International ("Hotel Operator"). Residence Owner is the owner of the Residential Condominium Residence identified above (the "Residences"), located in Fort Lauderdale, Florida, within the project commonly known as W Residences Fort Lauderdale (the "Project").

Hotel Owner is the owner of the hotel facility currently known as W Fort Lauderdale and located at 401 North Fort Lauderdale Beach Boulevard (the "Hotel"), which is part of the Project. Hotel Owner has agreed to make available to the owners of the Residences within the Project, on a pay-per-use basis, and subject to certain conditions, certain hotel-type services (the "Hotel Services"). Hotel Owner has engaged Hotel Operator to operate the Hotel on Hotel Owner's behalf. This Agreement sets out the terms on which Hotel Services will be provided to Residence Owner and the Residence.

Hotel Services will be provided to Residence Owner or any other persons occupying the Residence, excluding persons to whom the Residence is rented by Hotel Owner pursuant to any Rental Management Agreement for the Residence, (Residence Owner or any other such person, an "Owner-Occupant Person") upon request and on the condition that Residence Owner is responsible for paying for any Hotel Services requested. The provision of Hotel Services will be subject to such rules and regulations as Hotel Owner and/or Operator may establish from time to time regarding the use and enjoyment of such Hotel Services. Such rules and regulations may include reasonable procedures for requests and payment, which may include requirements for prepayment or deposits for certain Hotel Services, depending on the scope and character of such requested Hotel Services. Upon any Owner-Occupant Person's request, Hotel Owner will provide a then current list of the available Hotel Services, together with the costs for such services. Hotel Owner may from time to time modify, expand or reduce the list of available Hotel Services, and may change the costs for such services, all at Hotel Owner's sole discretion. If at any time any Owner-Occupant Person requests Hotel Operator to provide any additional services not on the then-current list of Hotel Services and Hotel Owner is willing to provide such services, Hotel Owner will advise such person of the cost for such requested additional service at such time.

By signing this agreement, Residence Owner hereby agrees to pay Hotel Owner the then-current listed or quoted cost for any Hotel Services (or other such requested services). Except with respect to any services that require pre-payment, Hotel Owner will have the option of billing Residence Owner's credit card periodically (e.g., bi-weekly or monthly), or when Residence Owner has incurred a \$5,000 balance, or at check out, whichever occurs



first. Credit card charges shall be preauthorized from time to time. Receipts will be provided to Residence Owner in a timely manner each time Residence Owner's credit card is charged. Any services provided by Hotel Owner at the request of an Owner-Occupant Person shall be for and on the account of Residence Owner, and shall be included in the charges to Residence Owner's credit card.

This Agreement may be terminated at any time by Residence Owner, upon written notice to Hotel Owner. Hotel Owner may terminate this Agreement at any time if the issuer of Residence Owner's credit card does not honor the charges to such credit card for Hotel Services. Hotel Owner may also terminate this Agreement at any time if Residence Owner fails to perform its obligations hereunder, if Hotel Owner is no longer operating a Hotel at the Project, if Residence Owner no longer owns the Residence, or if Hotel Operator or its designee is no longer managing the Fort Lauderdale Residences, a Hotel Condominium. If this Agreement is terminated for any reason, (A) Residence Owner shall not be released from its obligation to pay Hotel Owner for Hotel Services or other services previously provided by Hotel Owner, and for which Residence Owner has not yet made payment in full, and (B) Hotel Owner shall have no further obligation to provide any Hotel Services to Residence Owner or the Residence.

As of the date of this Agreement, Hotel Owner has delegated to Hotel Operator, acting on behalf of Hotel Owner, the performance of Hotel Owner's obligations and the enforcement of Hotel Owner's rights under this Agreement. Accordingly, Residence Owner hereby acknowledges and agrees that, unless and until Residence Owner is notified otherwise in writing by Hotel Owner, Hotel Operator shall be entitled, on behalf of Hotel Owner, to exercise all rights afforded to Hotel Owner under this Agreement as a third party beneficiary of this Agreement (including making determinations of rates, charges and other rental policies and enforcing the obligations of Residence Owner under this Agreement). Residence Owner further acknowledges and agrees, however, that Hotel Operator and its affiliates shall have no independent liability to Residence Owner in connection with its performance of this Agreement on behalf of Hotel Owner, it being understood that Hotel Operator is acting solely on behalf of Hotel Owner and not on its own behalf. All rights in the W Hotels® trade names and trademarks are the property of Hotel Operator or affiliates thereof, and Residence Owner acknowledges that it has no rights thereto and will not claim any rights therein.

Residence Owner acknowledges that it is Residence Owner's responsibility to maintain insurance with respect to the interior and contents of Owner's Residence, and Residence Owner agrees that any damage or loss to the Residence or Residence Owner's property incurred in connection with the provision of Hotel Services (even if caused by Hotel Owner, Hotel Operator or their respective employees or agents) shall be borne solely by Residence Owner and any applicable insurance, and that neither Hotel Owner, nor Hotel Operator, nor any of their respective employees or agents shall have any liability in connection therewith.

This Agreement shall be binding on Residence Owner's successors and heirs. Residence Owner has no right to assign this Agreement. Hotel Owner may assign this Agreement to any future owner of the Hotel, and shall have no further liability or responsibility to Residence Owner after such date of transfer. Hotel Owner may substitute any replacement operator for the current Hotel Operator.



Residence Owner agrees to pay all charges even if such charges are not honored by Residence Owner's credit card company. Charges that remain unpaid for more than fifteen (15) days after notice shall accrue interest at the rate of 18% per annum (not to exceed the maximum amount permitted by law). Hotel Owner shall be entitled to recover its reasonable attorneys' fees and expenses in any action to recover unpaid charges.

EACH PARTY HEREBY WAIVES ALL RIGHT TO JURY TRIAL IN ANY DISPUTES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR THE PROVISION OF SERVICES HEREUNDER.

IN WITNESS WHEREOF, Residence Owner has executed this Agreement as of the date set forth below, and by its signature authorizes Hotel Owner to bill the credit card on file with the Hotel for all charges for Hotel Services or other services requested by any Owner Occupant Persons.

PRINT NAME _____ UNIT NO. _____
(as appears on credit card)

RESIDENT SIGNATURE _____ DATE _____

RESIDENCE ACCESS & KEY AGREEMENT

RESIDENCE ACCESS

The Unit Owners shall have access to their units only through an access system developed and controlled by the Shared Facilities Unit Owner. It is not contemplated that access would be provided by traditional hard metal keys and therefore Unit Owners will only have access to their units by obtaining the access mechanism from the Residential Team or Hotel Operator at check-in. Proper identification will be required at check-in. No Hotel Condominium Unit without so notifying the Association and Shared Facilities Unit Owner and delivering to the Association and to the Shared Facilities Unit Owner a new set of keys (or access card or code, as may be applicable) to such Hotel Condominium Unit. The Shared Facilities Unit Owner shall have the right to adopt reasonable regulations from time to time regarding access control and check-in, check-out procedures which shall be applicable to hotel guests and Hotel Condominium Unit Owners and their family members, tenants, guests, invitees and other occupants.

The Hotel Owner may provide staff that will be on duty at the Welcome Desk to handle registration and issue room keys. For security purposes, each occupant of a Hotel Condominium Unit, including a Unit Owner, a transient occupant, a tenant or an employee, guest or relative of a Unit Owner, must notify the Residential Team or register with the Welcome Desk upon commencing any occupancy of a Hotel Condominium Unit. Such occupant will be issued an encoded room key at that time (or, to the extent that a Unit Owner or employee, guest or relative of such Unit Owner has its own room key, such room key will be activated or reactivated, as the case may be, at such time). Each Hotel Condominium Unit will contain an electronic door lock system which will be opened with an encoded room key or key fob issued by the Residential Team or Welcome Desk to the occupants of the Hotel Condominium Units at the time of arrival and check-in. Such keys will be able to access only the applicable Hotel Condominium Unit during the period of stay in such Hotel Condominium Unit. Similar keys may also be issued to selected hotel service personnel who may be servicing the Hotel Condominium Unit.

The Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by the Declaration, including, without limitation, the irrevocable right to have access to each Hotel Condominium Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Hotel Condominium Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a unit or units, including the Shared Facilities Unit.



KEY AGREEMENT

I understand that the Hotel Operator will control the electronic key-card system for all condominium units. I understand and agree that the Association and Hotel Operator accept no liability or responsibility for the actions of any permitted or authorized users of my key fob or key card, and on behalf of myself and my heirs, successors, and assigns, I will indemnify and hold harmless the Residential Association and Hotel Operator and their respective officers, directors, shareholders, partners, employees, members and agents from all claims, demands, penalties, liabilities, causes of action, and from any and all loss, cost, and expense associated therewith or derived there from (including but not limited to **attorneys' fees and paralegal fees**) sustained by or related to custody or use of the key-card by any permitted or authorized user of my Residence key-card, including, without limitation, claims for personal property loss (negligent or intentional), claims arising out of my own negligent act or omission, or claims that I may have against any third parties.

_____ (please Initial) I authorize Hotel Operator and/or Residential Association to enter my Residence/Storage Unit in my absence for such purposes as may be deemed necessary or appropriate, including, but not limited to maintenance, emergencies, delivering packages and /or perishable items, and dry cleaning/laundry.

PLEASE READ THE ABOVE CAREFULLY BEFORE SIGNING.

RESIDENCE OWNER

PRINT NAME _____

RESIDENT SIGNATURE _____ DATE _____



AUTHORIZATION FOR ACCESS

UNIT OWNER _____ UNIT NO. _____

Name of Permitted Occupant	Contractor / Guest	Effective Date From	Effective Date To
1.			
2.			
3.			
4.			
5.			
6.			

NOTE: If you are giving someone permanent access to your Residence, please write **"permanent" on the "from/to" line. DO NOT LEAVE THE LINE BLANK.** If you leave it blank, we will presume that access is given only for the date the form was signed below.

I authorize the above person(s) to have access to such key-card during the specified dates without additional written permission and upon presentation of adequate photo identification. I understand that I may replace this form upon written notice to the Association c/o Director of Residential Services or by facsimile or email.

The undersigned, the Unit Owner of Residence Unit No. _____, at W Fort Lauderdale, has requested, solely for the convenience and benefit of the undersigned, that the Hotel Operator (collectively, the "Association") and the Hotel Owner are authorized to use such key-card or encode a key-card to enter my Residence in the event of an emergency. The Association and the Hotel Owner are further authorized to release a key-card to, or use a key-card to provide access to, any person or persons whom the Unit Owner authorizes and registers with the Association or the Hotel Owner via the "Authorization for Access" form.

Further, the undersigned understands and agrees that the Association and Hotel Operator accept no liability or responsibility for the actions (negligent or intentional) of any permitted or authorized occupants, and shall indemnify and hold harmless the Association and Hotel Operator and their respective officers, directors, shareholders, partners, employees, members and agents from all claims, demands, penalties, liabilities, causes of action, and from any and all loss, costs, and expenses associated therewith or derived there from (including but not limited to attorneys' fees and paralegal fees) sustained by or related to the actions or activities of any permitted or authorized occupant of undersigned's

Residence, including, without limitation, claims for personal property loss (negligent or intentional), claims arising out of negligent acts or omissions, or claims that the undersigned may have against any third parties.

FOR OFFICE USE ONLY

ACCESS ACKNOWLEDGEMENT RECEIPT

I (We) acknowledge receipt of the following (initial & check):

	QTY	ORIGINAL	COPY	PREVIOUS OWNER
KEY CARD/ FOB _____	_____	[]	[]	[]
UNIT CLOSET KEY _____	_____	[]	[]	[]

RESIDENCE OWNER

PRINT NAME _____ UNIT NO _____

RESIDENT SIGNATURE _____ DATE _____

UNIT OWNER'S CLOSET

Each Hotel Condominium Unit will have a storage closet, located within the unit.

Hotel Condominium Unit Owner shall not store or leave any property in the unit except items that may be securely and properly stored in the unit's designated locked Owner's closet. Shared Facilities Unit Owner retains the right to inspect the contents of the locked closet from time to time, for health and safety purposes only. Notwithstanding the foregoing, Shared Facilities Unit Owner expressly assumes no liability for the contents or items maintained in any locked closet. Hotel Condominium Unit Owner agrees that Owner shall not store in the locked closet any hazardous materials, firearms, explosives, highly combustible materials, dangerous or other items which may pose danger or a hazard to other guests of the Hotel.

RESTRICTIONS

Do not store items which are perishable, flammable, hazardous, alive, noxious to the ordinary sensibilities of a reasonable person, or which may cause any increase in the Association's insurance cost if known to the Association's insurer. When storing items on top shelf of the storage closet, there must be a 16" clearance from the sprinkler heads. The Fire Department may cite the building for items stacked where they interfere with sprinkler operation.

No devices may be connected to electrical outlets to operate devices inside of the storage closet.

RIGHT OF ACCESS

The Associations shall have the right to enter the storage closet for the purpose of reducing or eliminating an emergency. Association staff, upon notification, has the right to enter the storage closet to perform regularly scheduled maintenance.

The Associations are not responsible for any damage or loss of items stored in the storage closet. Therefore, please ensure storage closet is locked when unit is not in use.

BICYCLE STORAGE

Bicycles must be stored securely to the Bike Rack found within the ground level of the Pedestal A parking area and are stored at the Owner's risk.

DELIVERIES / REMOVALS



DELIVERY / REMOVAL AGREEMENT

Your new address will be:

W Residences Fort Lauderdale
3101 Bayshore Drive, Unit No.
Fort Lauderdale, FL 33304

(it is important that you include your
residence number on correspondence)

PRIOR TO YOUR DELIVERY

To ensure proper scheduling and availability of the service lift, please contact the Residential Team at least seven (7) days in advance to reserve a Lift key and schedule the installation of protective coverings. There will be a charge of \$70.00 to the Unit Owner for this installation.

At this time you should review the Delivery / Removal Agreement and procedures to discuss any questions that you might have regarding these delivery procedures.

DAMAGES & RESPONSIBILITY

A walk-through inspection from point of entry to the building, onto the Lift and into your Hotel Condominium Unit will take place prior to the delivery / removal to note any existing damage. Each Hotel Condominium Unit Owner shall be responsible for damages or cost to the Association responsible for administering the Common Element, resulting from negligent damage to or misuse of any Common Elements by him or her, or his or her family, guests, agents, invitees, unless such damages or costs are covered by insurance carried by the Condominium Association (in which case there shall be no such responsibility unless reimbursement to the Condominium Association is limited by virtue of a deductible provision, in which case the responsible Hotel Condominium Unit Owner shall bear the expense to the extent of the deductible amount). Any cost or damages to the Association may be assessed to and collected from the responsible Hotel Condominium Unit Owner.

THE HOTEL MAY PROVIDE PROTECTIVE COVERING FOR THE LIFT CAB WALLS DURING A DELIVERY / REMOVAL PROCESS. IT IS THE **DELIVERER'S RESPONSIBILITY TO ENSURE** THAT THESE ARE IN PLACE PRIOR TO BEGINNING THE DELIVERY / REMOVAL. IN THE ABSENCE OF PROTECTIVE COVERINGS, ALL ITEMS MUST BE WRAPPED IN MOVING BLANKETS. NO DELIVERIES /REMOVALS WILL BE PERMITTED IF PROTECTIVE COVERINGS ARE NOT PRESENT.

When your delivery / removal is complete, the walk-through inspection from point of entry to the building, to the Lift and to your Hotel Condominium Unit will be repeated and any new damage noted at that time. THE HOTEL CONDOMINIUM UNIT OWNER IS RESPONSIBLE FOR ALL COSTS FOR REPAIRS NECESSITATED BY THE DELIVERIES / REMOVALS.

FUTURE DELIVERIES / REMOVALS

In the event that you find it necessary to move or have any additional items delivered, you must file the same agreement with the Association prior to such a move or delivery and schedule the delivery / removal with the Director of Residential Services in advance. A walk-through before and after the move will be conducted with the individual or individuals making the delivery or removal.

DELIVERY / REMOVAL TIMES

Deliveries or removals of furniture and other bulky items will be conducted Monday through Thursday, between 9:00 a.m. and 5:00 p.m., excluding holidays. No deliveries / removals should be scheduled on Friday, Saturday or Sunday without specific permission from the Director of Residential Services. **UNSCHEDULED DELIVERIES OR REMOVALS WILL NOT BE PERMITTED.**

The condominium service Lift dimensions are approximately:

<u>width</u>	<u>depth at door</u>	<u>depth at button</u>	<u>height</u>	<u>exterior door</u>
78 ½"	66 ½"	62	8'	6'10H x 40"W

BOXES AND PACKING MATERIALS

At the end of the delivery / removal, the hallways and Lift must be cleared of all debris. All cartons and boxes must be broken down. Please call the Residential Team for a pickup appointment of the flattened cartons in the waste area, to be collected by a Style Attendant during the hours of 9:00 a.m. and 5:00 p.m.

Any Hotel Condominium Unit Owner who disregards this regulation by leaving packing materials and boxes in the hallways will be subject to a minimum charge of \$100.00 to cover the cost of removing this nuisance and fire hazard.

SHORT-TERM DELIVERY PARKING / SMALL DELIVERIES (hand-carried)

Other than the designated Hotel employees, no employee of the hotel is authorized to accept packages, keys, money or articles of any description from or for the benefit of a Unit Owner. Deliveries requiring entrance to a Residential Unit will not be accepted without Unit Owner authorization.

Short term (15 minute or less) parking for food, flowers or other drop-offs is located off of the Riomar Drive entrance, turning right into one of the spaces marked reserved. Walk to the Loading Dock / Security Office area. The delivery person must sign in through security before accessing the property.



DELIVERY / REMOVAL AGREEMENT

I have read and understand the above Delivery / Removal procedures.

RESIDENCE OWNER

PRINT NAME _____

RESIDENT SIGNATURE _____ DATE _____

RESIDENCE ALTERATION GUIDELINES

ALTERATIONS

No Unit Owner shall cause or allow improvements or changes to any Residential Unit, Shared Components, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or the exterior of said Unit, without obtaining the prior written consent of the Association (as to the Common Elements only) or the Hotel Unit Owner (as to all other portions of the Condominium Property). Further, any Unit which is built out for handicap accessibility and/or compliance with applicable disability requirement of City, State or Federal law, must be maintained in that condition and cannot be altered. Additionally, curtains or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be consistent with the standard adopted from time to time by the Hotel Unit Owner. Notwithstanding the restrictions on alterations, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

The Hotel Unit Owner shall have the right to establish non-discriminatory restrictions on any and all persons performing work within the Condominium Property, including, without limitation, by (a) restricting the hours during which work may be performed and restricting access of contractors to certain areas, (b) requiring that all persons performing any work have and display at all times while on the Condominium Property photo identification; (c) requiring that all persons performing any work have all necessary licenses and permits to perform the work, (d) requiring that all persons performing any work have adequate insurance coverage and that the Association be a named additional insured on such policy(ies), and (e) requiring a security deposit or other collateral to protect against damage that may be caused during such work.

EXTERIOR IMPROVEMENTS

No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Hotel Unit Owner.

LIFE SAFETY SYSTEMS

No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Hotel Unit Owner. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever.



No barrier including, but not limited to personality, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

MAINTENANCE AND REPAIRS

In the event that Hotel Owner chooses to provide maintenance services for any major appliances serving the unit and/or to offer a maintenance service contract, Owner shall utilize same, payment for which will be charged against Owner's Account. Otherwise, to the extent that any major appliances serving the unit are not covered by manufacturers' warranties, it shall be mandatory that Owner obtain and maintain in force and effect a "Maintenance Agreement" with a service provider to provide twenty-four (24) hour emergency repair service for all major appliances serving the unit, including, without limitation, all air-conditioning, heating, plumbing and electrical systems. Owner shall provide a copy of said "Maintenance Agreement" to Hotel Owner together with copies of all such manufacturers' warranties. If Owner desires major repair or replacement of any interior items which are outside the terms and conditions of the "Maintenance Agreement" or any applicable manufacturer's warranty, Hotel Owner will, on request of Owner in writing, seek repair services or replacement and submit the invoice therefore directly to Owner for payment.

All maintenance, repairs and replacements of, in or to any unit, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, including, without limitation, maintenance, repair and replacement of windows, window coverings, interior nonstructural walls, the interior side of the entrance door and all other doors within or affording access to a unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the unit lying within the boundaries of the unit or other property belonging to the Unit Owner, shall be performed by the Owner of such unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Notwithstanding anything herein to the contrary, to the extent that any of the foregoing items are part of the Shared Components, then the maintenance of same shall be the obligation of the Hotel Unit Owner, with the costs thereof charged against the Unit Owners.

To the extent Unit Owner is responsible for the cost of any repair work and such repair work is performed by Hotel Engineering Department, Unit Owner will be charged accordingly for such labor and parts (if any). Contact Director of Residential Services for any further information.

RESIDENCE OWNER

PRINT NAME _____ UNIT NO _____

RESIDENT SIGNATURE _____ DATE _____

ARCHITECTURAL CONTROLS

No owner shall make alterations in appearance or make structural modifications to his or her unit (including, without limitation, interior walls through or in which there exist easement for support or utilities) or make changes in any of the Common Elements without prior written approval of (i) the Condominium Association with respect to the General Common Elements and Hotel Limited Common Elements, and (ii) the Residential Association with respect to the Residential Units or Residential Common Elements.

- (a) No Residence Owner may erect any antennas, lights, aerials, awnings, doors or other exterior attachments, without prior written approval by any entity from whom such consent may be required. No outdoor antennae, satellite dishes or other telecommunication dishes or reception devices shall be permitted.
- (b) No drilling of holes in any Common Element walls shall be permitted. No outdoor antennae, satellite dishes or other telecommunication dishes or reception devices shall be permitted.

In order to prevent undue sound transmission between adjoining Residential Units, the following special restrictions shall apply:

- (c) The standard flooring, where applicable, installed by the Residential Developer cannot be altered without the prior approval of the Residential Association.
- (d) No fixtures, equipment or improvements of any nature shall be affixed to the floors of Residential Units so that the sub-flooring is penetrated.
- (e) No modifications, including, without limitation, installation of recessed light fixtures or additional electrical ceiling outlets beyond the standard fixtures and outlets installed initially by the Residential Developer, may be made to the ceilings of the Residential Units.
- (f) No loudspeakers are to be affixed on, or placed adjacent to, common walls.
- (g) All ceiling fans and insulation installed therewith must be of equal or greater quality to that originally installed by the Residential Developer.
- (h) Any other sound condition measures that may be adopted by the Residential Association from time to time.

FREQUENTLY ASKED QUESTIONS



FREQUENTLY ASKED QUESTIONS

Who can I contact for any Residential question?

A Residential Desk Agent is available to you seven days a week, from 9A to 9P, located at the Residential Desk on the ground level of Tower II.

WHEN: Daily, 9A to 9P

CALL: 954 414 8225 (from Residence, just dial 8225)

EMAIL: WFLRESERVATIONS@MARRIOTT.COM

How do I get access to my residence?

All residents/tenants are required to have an active reservation in the system during any occupancy period of the unit. This will allow the posting of charges to the room and, for Safety & Security reasons, alert staff of which residences are occupied during a potential health concern.

Reservation requests will need to be communicated to the Residential Team with at least (1) business day prior to the arrival date. Please email all requests to:

WFLRESERVATIONS@MARRIOTT.COM

Once the request is received, the Residential Team will process the reservation and issue a confirmation number for the reservation. In the event a Unit Owner has an unplanned visit and wishes to access his / her unit, a reservation can be created at the Residential Desk during operational hours (see "WHEN" above for hours). If it is outside operational hours, the Unit Owner or Representative will need to obtain a key from the Security Base located next to the loading dock.

If your unit is enrolled in the Hotel's Rental Program, please see Exhibit A for proper notification timelines, etc.

Where can I park my vehicle?

Please refer to the "Parking Rules & Regulations" section within this document (Residence Pre-Closing Application). Any additional detail can also be found in the "Parking Access" section Unit Owner's Handbook for more details.

Where can my Guests park?

Please refer to the "Parking Rules & Regulations" section within this document (Residence Pre-Closing Application). Any additional detail can also be found in the "Parking Access" section Unit Owner's Handbook for more details.

Can I bill to my residence, like a hotel room?

Yes! Each reservation requires a valid credit card to be on file for Unit Owners, Guests and Tenant to post charges to the unit. Please refer to the "Hotel Service Agreement" section of the Unit Owner's Handbook for more details.

Do I get any discounts?

Yes! However, only Unit Owners receive discounts. Please refer to the "Residence Owner Benefits" section of the Unit Owner's Handbook for more details.

Can I request housekeeping / engineering services and what are the costs?

Housekeeping services will need to be submitted with at least 24 hours' notice through the Residential Team. Tenants can request Housekeeping Services as long as they are billed directly to the room/card on file. All requests directly from Tenants will also need to be submitted and scheduled through the Residential Team with at least 24 hours' notice.

Tenants will not have access to any hotel inventory items (linen supplies, rollaway beds, kitchen supplies.).

All Engineering Work Orders must be approved by Unit Owner prior to performing the requested task. We cannot guarantee any non-emergency tasks can be reviewed and completed the same day as the request. The lead time can vary depending on available resources (staffing, parts, etc.).

Please refer to the "Residential Services and Amenities" section of the Unit Owner's Handbook for more details.

Will my Residence have cable?

Only basic cable is passed through the Association fees. Premium cable will be the responsibility of the Unit Owner/Tenant. At this time the property does not offer a residential service provider such as DirecTV, Comcast or U-Verse. In its absence, the Hotel does offer the SONIFI Solutions cable system. This, typical to most Hotels, has your standard channels and Showtime as a premium channel. There is an option to order movies, but at the cost one is accustomed to paying at your standard Hotel. The unit occupant may have the option for internet based devices such as Apple TV or Roku.

Will my Residence have internet?

Internet is not paid through the Association (only basic cable); however, the Hotel does offer complimentary internet access. Simply connect to the network titled "WGUESTROOMS "

There are wireless limitations in some areas of the property due to the structure of the building. However, the Ethernet access is available if necessary.

Will my Residence have telephone service?

Hotel telephone service within all the units is operated through a central switchboard controlled by the Hotel Owner. Each Unit Owner is obligated for payment of such usage charges as may be established, from time to time by the Hotel Owner, in connection with such usage of the switchboard, which include, without limitation, long distance charges, long distance and local access surcharges and/or per call or per minute fees. Any calls made within the property (e.g., "0" for Operator, Room to Room, etc.).

Will I need to set up any utility services?

The units are not separately metered, therefore electric is distributed based on square footage and allocated through the Association fees. The same method applies to water / sewer, etc.

What major appliances are within my Residence?

Below is a basic list of the type of appliance you may expect to find within your Residence. If you Residence is a resale from a private seller, the below list may vary.

APPLIANCE	BRAND	MODEL
Dishwasher	KitchenAid	Model #KUDX03FTSS2
Refrigerator	KitchenAid	Model 36" #KSSP36QTS02
Washer/Dryer	Whirlpool	24" Stackable Model #LTE5243DQ6
Oven	KitchenAid	30" Model #KEBK101SSS
Cooktop	Frigidaire	30" Model #FEC30S7ECB
Microwave	KitchenAid	Model #KHMS185OSSS

Will I be able to receive mail at this location?

The United States Postal Service (USPS) will not deliver directly into a mailbox since the city does not deem the property a "residence only" establishment. As such, the mail is delivered in bulk to the property by the Carrier, sorted by Operations then delivered to the Residential Team. Mail can be retrieved at the Residential Desk or delivered to the unit upon request.

Mail and Packages for Tenants may be subject to a \$10 package handling fee for every package received.

What insurance is required for my residence?

Please refer to the "Hotel Condominium Unit Owners' Insurance Requirements" section of the Unit Owner's Handbook for more details. You may also find it within the Pre-closing email from the Residential Team.



What is the process for moving in / out any items?

Please refer to the "Deliveries / Removals" section of the Unit Owner's Handbook for more details.

I plan to rent my unit through a Third Party. What are the steps necessary?

Please refer to the "Third Party Rental Management (TPRM) Guidelines".