

# Q CLUB HOTEL, LLC

## Rules and Regulations

Pursuant to the Declaration of Q Club Resort and Residences Condominium, (Declaration), please be advised that Q Club Hotel, LLC (Hotel Unit Owner), has adopted the following rules and regulations (Rules) which are applicable to all Unit Owners and their tenants, guests and invitees. This document may not reflect all of the Rules, and in no way modifies or replaces the Declaration and other duly issued documents regarding the Property. These Rules shall be effective on and as of July 1st, 2022.

All capitalized terms that are not defined in this document shall have those meanings set forth in the Declaration.

As used in these Rules, all references to “property” or “Property” shall mean the Q Club Resort and Residences Condominium, located at 505 North Fort Lauderdale Beach Boulevard, Fort Lauderdale, Florida 33304.

As used in these Rules, the phrase “Permitted Occupant” refers to all tenants, guests and invitees of a Unit Owner who have been authorized to occupy the Unit of a Unit Owner, pursuant to a Tenant Authorization Form or a Guest/Invitee Authorization Form, submitted by a Unit Owner to and approved by the Hotel Unit Owner in advance of the intended occupancy of the Unit by the proposed tenant, guest, or invitee of the Unit Owner (a Permitted Occupant).

A. Marketing and Sales Activities. All Unit Owners’ sales and marketing activities must comply with the Declaration and other Association Documents, including but not limited to these Rules. All Unit Owners’ sales and marketing activities/materials must contain the Informational Notice and Acknowledgment by Permitted Occupant Regarding Units Not in Hilton<sup>®</sup> Resort Program, in the form attached hereto.

B. Use of Property Address and Preapproval Required. Unit Owners may use the phrase “505 North Fort Lauderdale Beach Boulevard, Fort Lauderdale, Florida, 33304”, to market and refer to their Unit or the Property. Unit Owners must submit all sales and marketing materials using this phrase to the Hotel Unit Owner’s representative at [info@QClubResort.com](mailto:info@QClubResort.com) via email at least (fifteen) 15 calendar days prior to intended use by the Unit Owner and its real estate agents, if any.

C. No Use of Hilton Names. Hilton Worldwide Holdings, Inc. (“Hilton”) owns the trademarks to “Hilton Fort Lauderdale Beach Resort,” “Hilton Ft. Lauderdale,” and all derivatives thereof. Neither Hotel Unit Owner nor Hilton gives or grants any Unit Owner or their agents any right to use its name or other intellectual property for marketing, rental, sales or any other purposes. Unit Owners may reference “505 North Fort Lauderdale Beach Boulevard, Fort Lauderdale, Florida, 33304,” only as necessary to identify the physical location in the address of their particular Unit and in compliance with these Rules. Otherwise, Owners may not copy or use any content from, or provide a link to, any Hilton-owned or controlled website or intellectual property. Specifically, Owners may **not** use the names:

1. In print, electronically, or orally to market, rent or sell a Lodging Unit;
2. To suggest the Unit or Unit Owner is in any way sponsored, endorsed or affiliated with Hilton;  
or
3. In the name, title, or keywords for any rental or sales listing of a Unit.

Furthermore, Unit Owners may not use photos or video(s) taken from the Hotel’s website in their marketing materials without express permission from the Hotel.

D. Third-party Companies and Firms. All companies and firms involved in the sales, marketing, and advertising of the Units shall be subject to these Rules. Each Unit Owner is responsible for their agent's and contractor's compliance with these Rules and the Declaration.

E. Cooperation with Rules. If the Hotel Unit Owner notifies a Unit Owner of such Unit Owner's non-compliance with these Rules or the Declaration, or applicable ordinances from any local or state agency, the Unit Owner shall cease and desist from any such practices, and the Unit Owner shall thereupon promptly correct such actions or non-compliance to the reasonable satisfaction of the Hotel Unit Owner. All Unit Owners shall cooperate with the Hotel Unit Owner to ensure that the Unit Owner's marketing, advertising, promotion and sales activities regarding the Unit shall at all times comply with these Rules and applicable laws and ordinances. If the Hotel Unit Owner determines that the intended occupancy of the Unit by a Permitted Occupant(s) was obtained under circumstances that are in violation of the Declaration or these Rules, then any previously approved Tenant Authorization Forms, or Guest/Invitee Authorization Forms, may be immediately rescinded and revoked by the Hotel Unit Owner upon delivery of written notice thereof to the Unit Owner. In addition, no other Tenant Authorization Forms or Guest/Invitee Authorization Forms for any Owner Unit shall be processed by the Hotel Unit Owner until such time as the Unit Owner has corrected the violation which led to the revocation or rescission by the Hotel Unit Owner.

F. Use of an Owner Unit. A Unit Owner desiring to authorize a non-owner of the Unit to occupy the Owner's Unit shall deliver to the Hotel Unit Owner the following items (as applicable to the proposed occupancy) by email to [info@QClubResort.com](mailto:info@QClubResort.com):

1. a Tenant Authorization Form, duly completed and signed by the parties thereto; or
2. a Guest/Invitee Authorization Form, duly completed and signed by the parties thereto.

The above items shall be delivered or emailed to the Hotel Unit Owner no less than three (3) calendar days prior to the commencement of the intended occupancy of the Owner Unit by a non-owner thereof. Only fully and properly completed forms, duly signed by the pertinent parties, will be processed. Any person whose name and information does not appear on either (1) a Tenant Authorization Form which is approved by the Hotel Unit Owner, or (2) a Guest/Invitee Authorization Form, which is approved by the Hotel Unit Owner, shall not be deemed a Permitted Occupant and will thus not be granted access to the Owner Unit for any reason. Given the time-consuming manual nature of handling Unit Owner requests, these forms will be processed during regular business hours, Monday-Friday from 10:00am to 2:00 pm, excluding all major nationally observed holidays. If the intended occupancy of the Owner Unit by a non-owner thereof is in compliance with the Declaration and these Rules, then the Hotel Unit Owner shall inform the Unit Owner in writing of the approval of such intended occupancy.

No Tenant Authorization Form, or Guest/Invitee Authorization Form, may be modified, amended or otherwise supplemented with the names of additional persons after an initial request has been processed by the Hotel Unit Owner. Once such submitted forms have been processed (and approved) by the Hotel Unit Owner, any requests to modify or supplement the reservation shall render the previously approved forms as "null and void" and of no further effect. In such event, new completed forms will need to be submitted for processing under and according to these Rules and the same processing time as specified in these Rules shall apply.

Any Unit Owner(s) who submit to the Hotel Unit Owner falsified or forged forms shall upon discovery thereof be subject to suspension as set forth in these Rules.

G. Presentation of Identification. At the time a Unit Owner submits a duly completed and signed Tenant Authorization Form, or Guest/Invitee Authorization Form, as applicable, the Unit Owner shall also provide to the Hotel Unit Owner a legible copy of the proposed guests', invitees' or tenant's driver's license if the guest is over the age of sixteen (16). The proposed guests' driver's license shall be valid at the time of submission to the Hotel Unit Owner. Should the signature on the Tenant Authorization Form or the Guest/Invitee Authorization Form

(as applicable) not resemble the signature(s) on the identification(s) presented to the Hotel Unit Owner, the request for occupancy shall be denied. Should the proposed guest not possess a valid driver's license, then a legible copy of their passport, military identification card, or any other valid government issued identification containing their signature shall suffice in place thereof, which shall be valid at the time of submission to the Hotel Unit Owner. Failure to submit a valid form of identification for a proposed guest, invitee or tenant at the time that the authorization forms are submitted to the Hotel Unit Owner for processing shall render the submitted forms as invalid. Persons at the Property who are under the age of twenty-one (21) years shall be accompanied and supervised at all times by a person over the age of twenty-one (21) years, who shall be either a Unit Owner or a Permitted Occupant.

H. Access to an Owner Unit. The Permitted Occupant(s) of an Owner Unit under an approved Guest/Invitee Authorization Form or Tenant Authorization Form shall be provided access to the Owner Unit only when the Unit Owner is personally present at the time of such Permitted Occupant's arrival and check-in at the Front Desk. Any Unit Owner who fails to check-in any guest(s), invitee(s) or tenant(s) at the Front Desk upon the arrival of such persons at the property shall be subject to suspension as set forth in these Rules. Unless a Unit Owner has received from the Hotel Unit Owner an approved (1) Tenant Authorization Form or (2) Guest/Invitee Authorization Form, no Unit Owner shall allow any guest(s), invitee(s), or tenant(s) in the Owner Unit when the Unit Owner is not personally present and in residence in the Owner Unit. Any Guest/Invitee Authorization Form, or Tenant Authorization Form, submitted to the Hotel Unit Owner by a Unit Owner for the intended occupancy of the Owner Unit by any guest(s), invitee(s) or tenant(s) on a short-term, transient or vacation rental basis, (periods less than thirty (30) days), shall be rejected, and the persons identified in such forms shall not be Permitted Occupants.

Any Guest/Invitee Authorization Form, or Tenant Authorization Form, submitted to the Hotel Unit Owner by a Unit Owner for the intended occupancy of the Owner Unit by any guest(s), invitee(s) or tenant(s) which are for occupancy periods that are more than sixty (60) days during November 15 to April 15 of each year, or for more than a total of one hundred and twenty (120) days in any calendar year, shall be rejected, and the persons identified in such forms shall not be Permitted Occupants.

Unit Owners are prohibited from engaging in any activities or services which are violative of the Hotel Unit Owner's exclusivity over any services, any hotel services, and any transient rental services as set forth in the Declaration, including but not limited to the use of a Unit by a non-owner thereof for any occupancy, accommodations or services regarding the Owner Unit on a short-term, transient, or vacation rental basis.

Unit Owners who receive a written approval from the Hotel Unit Owner for a (1) Tenant Authorization Form or (2) Guest/Invitee Authorization Form, must then provide to the Hotel Unit Owner, the Informational Notice and Acknowledgment by Permitted Occupant Regarding Units Not in Hilton® Resort Program, (in the form attached hereto), duly signed by the Unit Owner(s) and the Permitted Occupant. The signed and completed Informational Notice must then be delivered to the Hotel Unit Owner not less than fifteen (15) calendar days prior to the arrival of the Permitted Occupants at the Property.

I. Check-in and Check-out Procedures. It is mandatory for all Unit Owners and guest(s), invitee(s) and tenant(s) to check-in and check-out with the Front Desk located in the lobby of the hotel at the property. No guest(s), invitee(s) or tenant(s) of a Unit Owner shall be allowed access to the public areas or the Owner Unit until such time as the provisions of these Rules have been complied with by the Unit Owner and the intended guest(s), invitee(s) or tenant(s) as the case may be. Upon check-in only one (1) room key per Permitted Occupant will be issued.

J. Unit Housekeeping. No Unit Owner (and any person claiming by, through or under such Unit Owner(s), including a Permitted Occupant) of any Unit(s) at the Property shall provide any services or any hotel and/or transient rental services, including but not limited to, solicitation and/or provision of housekeeping, personal

services (i.e., massage, personal training, drying cleaning, etc.) and/or food and beverage service, to any guest(s), invitee(s) or tenant(s) of a Unit Owner.

A Unit Owner shall not make the check-in, use, or occupancy of the Owner Unit by any guest(s), invitee(s) or tenant(s) of an Owner Unit subject to the condition that such person(s) render at any time any services or any hotel and/or transient rental services to the Unit Owner or the Owner Unit or any other Unit Owner.

Unit Owners and Permitted Occupants are expressly prohibited from rendering, providing, or soliciting any services, or any hotel or any transient related services, including but not limited to, housekeeping, personal services (i.e., massage, personal training, dry cleaning, etc.) and/or food and beverage service to any person, to a Unit Owner, or to any Permitted Occupant at the Property. A Unit Owner and its agents who solicit or otherwise engage or attempt to engage any person, company, or other Unit Owner or Permitted Occupant to render any such services shall be in violation of the Declaration and these Rules. Upon the discovery of such violation by the Hotel Unit Owner, in addition to the suspension of certain privileges as set forth herein, any person claiming by, through or under such Unit Owner(s), including his or her agents, shall be prohibited from obtaining access to the Property unless the Unit Owner is personally present.

K. Harassment of Hotel Unit Owner Staff/Hotel Staff. An officer or director of the Association, a Unit Owner, any guest(s), invitee(s) or tenant(s) of a Unit Owner, or any Permitted Occupant, shall not willfully and without legal authority threaten, harass or otherwise engage in a course of conduct against any person who is an employee or agent of the Hotel Unit Owner or the Hotel staff, another Unit Owner, or Permitted Occupant, which (a) causes harm or emotional distress, or the reasonable apprehension thereof, to that person; or (b) creates a hostile environment for that person, with the intent to harass or annoy another person; or (c) insults, taunts, or challenges another person in a manner likely to provoke an immediate violent response; or (d) subjects another person to offensive physical contact; or (e) intimidates a person in a manner that places the person in reasonable fear of physical injury. Any person determined by the Hotel Unit Owner or the Hotel staff to have engaged in harassment as set forth above shall be subject to fines and suspension of rights and privileges to use specific common and shared components as set forth in these Rules.

L. Additional Prohibited Activities. In addition to the suspension of certain privileges as set forth in these Rules, any Unit Owner, agent of a Unit Owner, or Permitted Occupant, or guest or invitee of a Unit Owner who engages in harassment as defined herein, or otherwise solicits or engages or participates with another Unit Owner in order to circumvent the applicable provisions of the Declaration or these Rules shall, upon discovery thereof by Hotel Unit Owner, be suspended from certain activities as herein set forth, and shall in addition be prohibited from obtaining access to any other Unit not owned by such Unit Owner. Any Unit Owner who is found to have pilfered guest supplies, linens, or other items from the Hotel Unit Owner or Hotel shall be subject to enforcement and suspension under these Rules according to their terms.

M. Discovery of Violations. Upon the discovery of occurrences or material violations of the applicable provisions of the Declaration or these Rules, then none of the guest(s), invitee(s) or tenant(s) or any Permitted Occupant(s) of the Unit Owner(s) involved in such occurrence(s) or violation(s) shall be allowed access to any Unit(s) for an initial period of thirty (30) calendar days, beginning on the first calendar day from the date of discovery of the first occurrence(s) or violation(s) thereof or upon written notice to such Unit Owner by the Hotel Unit Owner or the Hotel, (whichever is later), by such Unit Owner(s). In the event the Unit Owner(s) involved in such occurrence(s) or violation(s) commit any subsequent occurrences or violations then upon the discovery thereof by the Hotel Unit Owner or the Hotel of each such subsequent violation by the Unit Owner(s) thereof, then each such violation shall result in a ninety (90) consecutive calendar day (3 months) suspension under which no guest(s), invitee(s) or tenant(s) of the Unit Owner or any Permitted Occupant(s) of the Unit Owner(s) shall be allowed further access to any Unit(s), beginning on the first calendar day from the date of discovery of such occurrence(s) or violation(s) thereof or upon written notice to such Unit Owner by the Hotel Unit Owner or the Hotel, (whichever is later).

N. Enforcement. The Hotel Unit Owner shall enforce the terms of the Declaration and these Rules according to their terms. All costs and expenses, including without limitation attorney's fees at all levels, incurred by the Hotel Unit Owner and the Hotel staff to enforce the terms of the Declaration and these Rules against a Unit Owner and/or his or her agents involved in the violation, will be assessed against the Unit and the Unit Owner thereof and will be collected according to the terms of the Declaration. The Hotel Unit Owner reserves the right to require any proposed guest(s), invitee(s) or tenant(s) of an Owner Unit to be interviewed by the Hotel Unit Owner as a condition precedent to the grant of any approval with respect to such person(s) which are required from the Hotel Unit Owner pursuant to these Rules in order to approve the intended occupancy of a Unit by such person(s) as a Permitted Occupant as defined herein.

O. Unit Owner(s) Signatures. All Owners of a Unit shall execute any forms required to be submitted to the Hotel Unit Owner. If a Unit is owned by more than one individual, then all Unit Owners must sign each form. Forms submitted with only one signature where the Unit is owned by more than one individual will not be processed.

P. Delinquent Assessments. If a Unit Owner is delinquent in any sums due to the Hotel Unit Owner or the Hotel on account of sums due, including attorneys fees and costs, pursuant to the Declaration of Condominium or these Rules, then No Tenant Authorization Form, or Guest/Invitee Authorization Form submitted by a Unit Owner shall be processed until such time as all such sums due are paid in full.

Q. Nothing in these rules should be understood as modifying, altering, or amending, in any way, the Hotel Unit Owner's rights as granted under the Declaration of Condominium.

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# Q CLUB HOTEL, LLC.

## TENANT AUTHORIZATION FORM

I/We, \_\_\_\_\_, being the present owner(s) of record of unit # \_\_\_\_\_ (Unit) at the Q Club Resort & Residences Condominium, 505 N. Ft. Lauderdale Beach Blvd., Ft. Lauderdale, Florida 33304, by this instrument do hereby authorize the following individuals to occupy my Unit as a tenant during the period/dates designated below:

TENANT NAME	ADDRESS & CELL PHONE	EMAIL ADDRESS

Date of Arrival \_\_\_\_\_ Date of Departure \_\_\_\_\_

I/We, as the Unit Owner(s) of the above identified Unit, do hereby certify the following:

1. My above named tenant(s) have been or will be instructed in advance of their date of arrival, to sign in/check-in at the Front Desk in the Lobby upon their arrival.
2. Upon my tenant's departure that I will promptly notify the Front Desk in the Lobby of the date and time of their departure on the day of their actual departure from the Q Club Resort and Residences Condominium.
3. The Unit Owner shall also notify the Hotel Unit Owner in writing at [info@QClubResort.com](mailto:info@QClubResort.com) of the actual date and time of the actual departure or check-out of the Permitted Occupants of the Unit Owner, promptly upon, or immediately after, the departure of said tenant(s).
4. By this authorization the undersigned hereby authorizes the above-named Tenant(s) to be granted access to the Unit for the period set forth above on a non-transient basis.
5. The undersigned certifies the above to be true and correct and understand that if the above information is not correct that access to my Unit to the above named persons will not be so provided.
6. The undersigned certifies that the Tenant(s) identified above shall use and occupy the Unit solely as a Tenant and no other purpose whatsoever.
7. The undersigned agree to provide to the Hotel Unit Owner upon request a true and correct copy of the lease agreement signed by the Tenant(s) and the Unit Owner

\_\_\_\_\_  
 Unit Owner Signature  
 Unit Owner Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Unit Owner Signature  
 Unit Owner Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Tenant Signature  
 Tenant Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Tenant Signature  
 Tenant Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

**ORM:** \_\_\_\_\_

# Q CLUB HOTEL, LLC.

## GUEST/INVITEE AUTHORIZATION FORM

I/We, \_\_\_\_\_, being the present owner(s) of record of unit # \_\_\_\_\_ (Unit) at the Q Club Resort & Residences Condominium, 505 N. Ft. Lauderdale Beach Blvd., Ft. Lauderdale, Florida 33304, by this instrument do hereby authorize the following individuals to be my guests and invitees at the Owner Unit for so long as I am in residence (personally present on the Property) together with the following individuals during their stay with me/us in the Owner Unit:

NAME	ADDRESS & CELL PHONE	EMAIL ADDRESS	RELATIONSHIP

Date of Arrival \_\_\_\_\_ Date of Departure \_\_\_\_\_

I/We, as the Unit Owner(s) of the above identified Unit, and my/our respective Guests and Invitees identified above, do hereby certify the following:

1. My guests(s)/invitee(s) are visiting me while I am on personally present on the Property.
2. Upon my guest(s)/invitee(s) departure(s) that I will promptly notify the Front Desk in the Lobby of the date and time of their departure on the day of their actual departure from the Property.
3. By this document I and each of my guest(s)/invitee(s) do hereby declare, under penalties of perjury that my above identified guest(s)/invitee(s) are not paying or otherwise compensating me or any of my affiliates or family members in connection with their visit at the Property and that these guest(s)/invitee(s) are not rent paying guests of the Unit Owner.
4. The undersigned do hereby certify that the above is true and correct in every respect.

\_\_\_\_\_  
 Unit Owner Signature  
 Unit Owner Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Unit Owner Signature  
 Unit Owner Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Guest/Invitee Signature  
 Guest/Invitee Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Guest Invitee Signature  
 Guest/Invitee Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Guest/Invitee Signature  
 Guest/Invitee Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

ORM: \_\_\_\_\_

# Q CLUB HOTEL, LLC.

## Informational Notice & Acknowledgment by Permitted Occupant Regarding Units Not In Hilton<sup>®</sup> Resort Program

Welcome to the Hilton Ft. Lauderdale Beach Resort. We hope you enjoy your stay here. As a tenant, guest or invitee of a Unit Owner whose Unit is not enrolled in the Hotel Rental Program at the Hilton Ft. Lauderdale Beach Resort we would like to inform you of certain services and benefits that you will not receive during your stay. Since the Unit you intend to occupy as a tenant, guest or invitee of the Unit Owner is not a Unit that is enrolled in the Hotel Rental Program, the Unit Owner of such Unit may not be maintaining the Unit in accordance with current brand standards of Hilton Hotels. In addition, the following Hilton services or amenities will **NOT** be made available to you during your stay:

- Twice daily housekeeping
- In-room toiletries, towels, linen soaps, lotions, shampoos, conditions or other guest supplies, amenities or equipment normally associated with a Hilton branded guestroom
- Room Service
- Room Charging privileges
- Hilton Honors<sup>®</sup> Award Points
- Hilton Honors<sup>®</sup> benefits including room upgrades, complimentary continental breakfast or standard access Wi-Fi (all currently valued at over \$75.00)
- Resort Fee Benefits Program, including but not limited to in-room Wi-Fi, beach chairs, discounts, or complimentary beverages (all of which can provide up to \$200 in daily value)
- Valet Parking payable at check-out (pre-pay required)
- Access to pay-per-view television
- Option for an Early Check In and Late Check Out

As the Unit is not involved in the Hilton Rental Program, neither the Hotel Owner nor Hilton can make any assurance as to the condition or cleanliness of the Unit including the furnishings, appliances, kitchen and bathroom supplies or any other items. Please be aware that the Unit Owner of the Unit you intend to occupy is prohibited pursuant to the Declaration and the Rules from engaging in any activities which are violated of the Hotel Unit Owner's exclusivity, including but not limited to the use of the Owner Unit by a non-owner thereof for any occupancy, accommodations or services regarding the Owner Unit on a short-term, transient, or vacation rental basis.

Please also note that all maintenance requests during your stay are to be communicated directly to the Unit Owner of the Unit in which you intend to occupy, and that neither the Hotel Owner nor Hilton Hotels will be able to provide service or assistance in the event any equipment is rendered inoperable during your stay in the Unit. This includes broken air conditioning units, clogged toilets, issues with showers, inoperable appliances, etc. We hope that you enjoy your stay in the Unit which is not enrolled in the Hilton Rental Program. Thank you.

Dates of Occupancy: From: \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_.

Unit Number: \_\_\_\_\_

Guests/Invitees Printed Names:

\_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
Guest/Invitee Signature Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Guest/Invitee Signature Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Guest/Invitee Signature Date: \_\_\_\_\_, 20\_\_\_\_

ORM: \_\_\_\_\_