

This instrument prepared by and  
upon recordation return to:  
Daniel Wasserstein, Esq.  
Wasserstein, P.A.  
301 Yamato Road  
Suite 2199  
Boca Raton, Florida 33431

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR  
ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE B**

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE B ("Amendment") is made by Oriole Golf & Tennis Club Condominium One B Association, Inc. a Florida not-for-profit corporation (the "Association").

**RECITALS**

A. The Amended and Restated Declaration of Condominium for Oriole Golf & Tennis Club Condominium One B (the "Declaration"), including all pages thereof and exhibits thereto, was recorded at Book 45081, Page 348, et seq., of the Public Records of Broward County, Florida.

B. The Amendment language contained herein was approved of by a sufficient number of the Board of Directors and the Members at the meeting held on February 10, 2025.

C. The Association now desires to amend the terms of the Declaration as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of Oriole Golf & Tennis Club Condominium One B is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.
2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s) to the Declaration or in the event of a conflict between this Amendment and any other governing documents, this Amendment shall control.
3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Covenant. This Amendment shall be a covenant running with the land.

5. Amendment to the Declaration:

**SEE EXHIBIT "A"**

(which is referenced as if fully set forth herein)

IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration for Oriole Golf & Tennis Club Condominium One B Association, Inc. to be executed and the undersigned has hereunto set their hand and seal this \_\_\_\_ day of April, 2025.

WITNESSES:

ORIOLE GOLF & TENNIS CLUB  
CONDOMINIUM ONE B ASSOCIATION, INC.

Michael Rose  
Print Name: Michael Rose  
Address: 7867 GOLF CR. DRIVE  
MARGATE 33063

By: [Signature]

Margaret Lepine  
Print Name: Margaret Lepine  
Address: 7867 GOLF CLUB DR  
APT 204 33063

Name: Diane Gizzi  
Title: President

Heather Buchsbaum  
Print Name: Heather Buchsbaum  
Address: 7867 Golf Circle Dr  
Margate, FL 33063

By: Lisa R. Massa  
Name: Lisa R. Massa  
Title: Secretary

Scott Thibodeau  
Print Name: Scott Thibodeau  
Address: 7867 Golf Circle Dr  
Margate, FL 33063

STATE OF FLORIDA )  
 )  
COUNTY OF BROWARD )

SS.:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3 day of April, 2025 by Diane Gizzi, as President and Lisa Massa, as Secretary of ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE B ASSOCIATION, INC., on behalf of the corporation, both of whom are personally known to me or have produced \_\_\_\_\_ as identification.

My commission expires:  
(SEAL)



Marvel Velez  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Marvel Velez

**AMENDMENT LANGUAGE**  
**ORIOLE GOLF & TENNIS CLUB CONDOMINIUM ONE B**

**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**

**16. LEASING**

~~16.1. The lease of a unit is defined as occupancy of the unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner is not simultaneous with the Unit Owner or primary occupant and is with or without consideration (the payment of money, the exchange of goods or services, etc.). In order to inhibit the transiency and to import a degree of continuity of residence and residential character to the condominium, the leasing of units is prohibited.~~

~~16.2. "Grandfathering" Provision. Notwithstanding the above, this prohibition on leasing of units shall not apply to units rented at the time of the recording of this Amended and Restated Declaration, until such time such leases expire, and/or the lessees vacate the unit. After any and all such leases expire, and/or the lessees vacate the unit(s), said units shall not be relet, leased or subleased and all provisions contained in the Declaration pertaining to leasing shall be of no further force and effect.~~

~~16.3. Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased his interest in the unit as provided herein.~~

16.1 Units may be leased, licensed or occupied only in their entirety and no fraction or portion of a Unit may be rented. Subleasing is not permitted. Units may be leased only for single-family residential use and not for any commercial use or use as a group home, sober home, rooming house, bed and breakfast or transient facility and no transient tenants may be accommodated in or on any Unit.

16.2. All leases (which term shall be deemed to include renewals thereof) or occupancy agreements shall be in writing and must be approved of by the Association in writing prior to the commencement thereof. All leases and lessees must be submitted for review no sooner than thirty (30) days prior to the commencement date of the proposed lease.

Occupants proposed for lease are subject to an interview, background and financial checks and must be approved by the Board of Directors prior to lease approval or authorization. The Board of Directors will charge a screening fee related to the conduct of the screening process and pre-approval interview, and the reasons for disapproval shall be applied by the Board in accordance with the UNIFORM RULES AND REGULATIONS OF THE ORIOLE GOLF AND TENNIS CLUB PHASE ONE CONDOMINIUM ASSOCIATION.

16.3 The maximum number of twelve months (12) rented Units at any given time shall not exceed seven (7).

If an Owner wants to lease their unit twelve (12) months and the maximum of seven (7) is reached, he has to submit their name in writing to the Association indicating their desire to be included on a waiting list.

When an existing lease expires and a vacancy becomes available, the Owner whose name appears at the top of the waiting list will be notified by the Association in writing and shall have sixty (60) days from the date of said notice to secure of an approved lease and tenant. If the Owner is unable to secure an approved lease and tenant during within this period of time or opts not to lease their Unit, then they shall be removed from the list and the Association shall notify the next Owner on the waiting list and provide them with sixty (60) days and so on.

Notwithstanding the foregoing, if an Owner of a leased Unit provides the Association with an executed renewal of the lease to the same tenant at least thirty (30) days prior to the expiration of their tenant's current lease then they shall be allowed to continue to rent their Unit and the expiration date will be extended in conjunction with the date of expiration of the renewal lease, meaning that the Owner at the top of the waiting list will be required to continue to wait for their opportunity to lease their Unit.

- 16.4 From now when a Unit is sold, the buyer cannot lease their unit after the Owner has held title to it for at least twenty-four (24) months.

However, if at the time of transfer of title to the Unit there is a preexisting lease agreement entered into by the previous Owner and lessee for a lease term that extends past the date of transfer of title, the aforementioned twenty-four (24) month period during which the Unit may not be leased by the new Owner shall commence at the earlier of either 1) the expiration of the current term of the preexisting lease, which preexisting lease may not be renewed or extended or 2) the permanent departure/abandonment by the lessee from the Unit.

No lease shall be for a term of less than three (3) months or more than twelve (12) months. No Unit may be leased more than one (1) time in any twelve (12) month period (as measured from the commencement date of the most recent lease of the Unit), regardless of the lease term, except in 5 instances of leases that are prematurely terminated due to abandonment by the lessee or eviction of the lessee which leases shall not be counted towards this maximum. This exception and opportunity to re-lease a Unit shall only apply to leases that are prematurely terminated due to abandonment or eviction and may not be exercised with regard to a Unit more than one (1) time in any twelve (12) month period.

- 16.5 The owner must make available to the lessee or occupants, copies of the Rules and Regulation's documents and each lease must state or if not stated therein, shall be automatically deemed to state that the lessee has read these documents and agrees to comply with them.

Each Owner irrevocably appoints the Association as their agent authorized, not without first notifying the owner, to terminate the lease and to bring an action to evict the lessee in the Owner's name or on their behalf pursuant to Florida Statute 83 upon default by the lessee in observing any of the provisions of the Association's governing documents or upon the lessee causing damage to Common Areas, Limited Common Areas, other Units or any other property and any expenses associated therewith, including attorney's fees and costs, shall be charged to the Owner and treated and collectable the same as an Assessment.



The Owner remains responsible for the assessments, and for any expenses incurred by the association due to damage to the common areas or non-compliance with the rules that occur during the term of the lease, by his tenant and his guests. Prior to the commencement of any lease:

- i. The Owner must confirm to the Association has in its possession a security deposit;
- ii. The Owner should have a homeowner insurance that covers the rental.

16.6 Any guest, invitee or licensee of an Owner or of a lessee who is a least 18 years old stays or resides at a Unit longer than thirty (30) days (which need not be consecutive) in a twelve (12) month period shall be deemed a lessee and shall be subject to the Association's approval process and all other applicable provisions contained in the Association's governing documents with regard to leasing, leases, lessees and tenancies unless they are a spouse, parent, grandparent, sibling, child or grandchild of the Owner and the Owner is residing in the Unit with such family member.