

**Prepared by and return to:**  
**Michelle T. Reiss, Esq.**  
**Bryant C. Camareno, Esq.**  
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**215 N. Howard Avenue**  
**Suite 200**  
**Tampa, FL 33606**

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS OF BLOOMINGDALE – DD**

**WHEREAS**, the Declaration of Covenants, Conditions, Restrictions and Easements of Bloomindale – Unit DD was recorded in Official Records Book 8073, Page 995 of the Public Records of Hillsborough County, Florida, and thereafter amended and supplemented by the certain instrument recorded in Official Records Book 8731, Page 1430; the instrument recorded in Official Records Book 9204, Page 950; the instrument recorded in Official Records Book 9887, Page 995; the instrument recorded in Official Records Book 1415, Page 319; the instrument recorded in Official Records Book 14515, Page 0321; the instrument recorded in Official Records Book 14515, Page 321; and the instrument recorded in Official Records Book 27915, Page 1178, together with any and all amendments and supplements thereto, all of the Public Records of Hillsborough County, Florida (the original Declaration, together with all amendments and supplements thereto, are hereinafter collectively referred to as the “**Declaration**”);

**WHEREAS**, pursuant to Article VIII, Section 4 of the Declaration, the Declaration may be amended upon the approval of at least two-thirds (2/3) of the membership entitled to vote at a duly noticed membership meeting;

**WHEREAS**, a duly noticed meeting of the membership occurred on June 21, 2025, and at least two-thirds (2/3) of the membership entitled to vote at the duly noticed membership meeting approved the amendments set forth below.

**NOW, THEREFORE**, William Dilling, as President, and Barbara J. Asony, as Treasurer, respectively, of Bloomingdale DD Homeowners Association, Inc., do hereby certify that the following amendments to the Declaration have been approved:

- I. Article VI of the Declaration is hereby amended to add new Section 30, which shall read as follows:**

Section 30. Leasing. No Owner may lease a Lot without the prior written approval of the Board. No Owner shall rent or lease their Lot or any part thereof during the first twenty-four (24) months after the Owner acquires title to or any ownership interest in the Lot, commencing on the date the instrument evidencing such ownership interest is recorded. All leases shall be in

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writing and shall be for a term of not less than twelve (12) months. Subleasing or leasing less than the entire Lot is prohibited. The leasing of individual rooms is prohibited. The use of a Dwelling or Lot as a hotel, motel, vacation rental or residence (such as AirBnB or VRBO), temporary housing, bed and breakfast, or similar facility for temporary lodging purposes of any kind is prohibited. Advertising or using a Lot or Dwelling for such occupancy or for any purpose other than Single Family Residential Use is not permitted and shall be a violation of this Declaration. As used herein, "Single Family Residential Use" does not include occupancy of a Dwelling by three (3) or more unrelated adults and such use is prohibited. No Owner shall lease to, or permit any person to occupy a Lot, if the person: (a) is a "sexual offender" or "sexual predator" (as those terms are defined in Sections 775.21 and 943.0435, Florida Statutes, respectively; or (b) has been convicted of any felony or any crime of violence within the past ten (10) years, or more than two misdemeanors within the past five (5) years.

No more than 20% of the Lots in the community may be leased at any time ("Leasing Cap"), except that the Board may approve exceptions to this restriction in its sole discretion for a documented hardship or emergency, such as an Owner who is subject to a military transfer, illness or death in the family, sudden job loss or transfer, or other type of emergency or hardship situation. Such hardships shall be included in the number of homes leased for purposes of determining the Leasing Cap. Once the Leasing Cap is reached, the Association will maintain a wait list of Owners seeking to lease their Lot in the order such request to lease is received. Once the number of Lots leased falls below the Leasing Cap, the Association will contact the first Owner on the waiting list. Such Owner shall have 45 days from the date they are contacted by the Association to lease their Lot, which includes submitting a Lease Application, complying with the procedures set forth herein and in any rules adopted by the Board, and obtaining the approval of the Board. If the Owner is not able to submit all documentation and information required herein to lease their Lot within 45 days, their name shall be moved to the bottom of the wait list and the next Owner shall be contacted and given the opportunity to lease their Lot pursuant to the procedures set forth herein.

Prior to leasing a Lot, the Owner must provide to the Association a completed leasing application, a copy of the lease, and a completed criminal background check of all lessees and all intended occupants of the Lot aged 18 or older. The leasing application must be in a form approved by the Board and must be provided to the Board at least 15 days prior to the effective date of the lease. The Owner shall be solely responsible for the cost of all background checks. The Owner must provide the lessee with copies of this Declaration, the Bylaws, and the rules and regulations of the Association, including all amendments. The Owner must provide written verification signed by the lessee acknowledging that the lessee: (a) has received and read the documents; (b) will abide by the documents; and (c) acknowledges and understands that the Association may take legal action against the lessee and the Owner for any violations. Any violation of the documents shall be considered a breach of the lease authorizing the Owner to terminate the lease and evict the lessee and all occupants from the Lot. An Owner will not have to submit a new lease application for any renewal of an approved lease provided that the originally approved lessees still reside in the Lot and there are no new lessees or occupants residing in the Lot.

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**II. Article VIII, Section 4 of the Declaration is hereby amended to read as follows:**

~~Section 4. Amendment; Additional Phases. This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by at least the Members entitled to cast two-thirds (2/3) of the total votes able to be cast Members voting, in person or by proxy, at any regular or special meeting of the Members ~~duly called and convened at which a quorum is present.~~ Any amendment, to be effective must be recorded. ~~Notwithstanding anything herein to the contrary, so long as Brandon Properties Partners, Ltd. (even after an assignment of Declaration status to another) or the Declarant shall own any Lot or have the right to subject the Phase 2 Property or Phase 3 Property to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of Brandon Properties Partners, Ltd. (even after an assignment of Declaration status to another) or the Declarant under this Declaration.~~~~

~~Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Declaration, from time to time, for a period of two (2) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of Bloomingdale DD. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any Mortgagee, or any other party shall be required or necessary for any such amendment.~~

Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

Every purchaser or guarantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

**CODING: New language is marked with a double underline and deleted language is marked with a ~~strike-through line~~.**

Certificate of Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Bloomingdale - DD Homeowners Association, Inc.

Signed, sealed and delivered in the presence of:

BLOOMINGDALE - DD HOMEOWNERS ASSOCIATION, INC.

Russell Isenberg  
Print name: Russell Isenberg  
Address: 2027 Brookville Dr  
Valrico, FL 33596

By: William Dilling  
William Dilling, President

Jeffrey T. Brannon  
Print name: JEFFREY T. BRANNON  
Address: 4708 Portobello Circle  
Valrico, FL 33596

Signed, sealed and delivered in the presence of:

ATTEST:

CEAIBE LEONIEWICZ  
Print name: CEAIBE LEONIEWICZ  
Address: 4617 DAVENTRY PL  
VALRICO, FL 33596

By: Barbara J. Asony  
Barbara J. Asony, Treasurer

William Dilling  
Print name: William Dilling  
Address: 4507 Pontobello Cir  
Valrico, FL 33596

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5<sup>th</sup> day of July, 2025 by William Dilling, as President and Barbara J. Asony, as Treasurer, respectively, of Bloomingdale - DD Homeowners Association, Inc., who are personally known to me or have produced Personally Known as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Bloomingdale - DD, and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

[NOTARY SEAL]

Mark Stutzman  
Notary Public  
Name Typed, Printed or Stamped  
My Commission Expires: 6/17/2026

