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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROYAL TROON VILLAGE


We, Steven Nesbitt, as President and Ronald Singer, as Secretary of do hereby certify that by the affirmative vote of fifty-one percent (51%) of all lot owners at the Annual Meeting of the Membership of Royal Troon Village, Inc., on November 24, 1997, held in accordance with the By-Laws of this Association, the following amendment to the Declaration of Covenants and Restrictions was duly enacted:

ARTICLE VIII, SECTION 9 OF THE DECLARATION IS CREATED TO READ AS FOLLOWS:

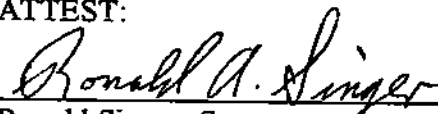
9. Each lot owner must keep in full force and effect at all times a full replacement value insurance policy insuring his lot, unit or parcel and living unit, and also providing coverage for the owner's personal tort liability in amounts set and determined by the Association. Premiums for such insurance shall be paid no less than annually and proof of payment and coverage shall be furnished to the Association, together with a copy of all such policies upon request. In the alternative and at its option, the Association may purchase the replacement value insurance for living units and liability coverage for the lots, units or parcels with the cost of such insurances then being included as a special assessment against the owner of said lot, assessable and collectible as provided in Article IX of this Declaration. In such event, the Association shall not be liable or responsible to any lot, unit or parcel owner or third party for any inadequacy of such insurance coverage.

CODING: The full text to be amended is stated: New words to be inserted are double underlined, ~~words to be deleted are lined through with hyphens.~~

ROYAL TROON VILLAGE, INC.

By: 
Steven Nesbitt, President

ATTEST:


Ronald Singer, Secretary

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT STREET, SUITE B
CLEARWATER, FLORIDA 33756

PLATS PERTAINING HERETO ARE RECORDED IN PLAT BOOK 68, PAGE 37, ET SEQ. AND THE DECLARATION OF COVENANTS AND RESTRICTIONS IS RECORDED IN BOOK 5813, PAGE 381, ET SEQ. OF THE OFFICIAL RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

1998 JAN 16 AM 8:41

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STATE OF FLORIDA)
COUNTY OF PINELLAS)

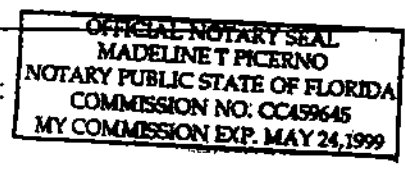
The foregoing instrument was acknowledged before me this 31st day of December, 1997 by Steven Nesbitt and Ronald Singer, President and Secretary, respectively, of ROYAL TROON VILLAGE, INC., who are personally known to me or who have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants and Restrictions for Royal Troon Village and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Madelaine T. Picerno (SEAL)

Notary Public / State of Florida, at Large
MADELINE T. PICERNO

Print or Type Notary Signature

Commission Number _____
My Commission Expires: _____



The Property Group of Central Florida
11902 Race Track Road
Tampa
FL 33626

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

CERTIFICATE OF AMENDMENT TO THE
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROYAL TROON VILLAGE INC., A FLORIDA ASSOCIATION NOT FOR PROFIT

WE HEREBY CERTIFY THAT the attached AMENDMENT to the Declaration of Covenants & Restrictions for Royal Troon Village Inc., as described in Official Records Book O.R. 5813 at Page 381 through 400 of the Official Records of Hillsborough County, Florida, was duly approved in the manner required therein at a meeting held December 4, 2002.

IN WITNESS WHEREOF, we have affixed our hands this 25TH day of SEPTEMBER, 2007, in Hillsborough County, Florida.

ROYAL TROON VILLAGE INC.

By: Lindsay Frame

President: LINDSAY FRAME

WITNESSES:

Leigh Slement

Signature of Witness # 1

LEIGH SLEMENT

Printed Name of Witness # 1

Glenda Yarbrough

Signature of Witness # 2

GLENDAYARBROUGH

Printed Name of Witness # 2

Attest: Anne Bowman

ANNE BOWMAN, Secretary

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 14 day of November, 2007 by Lindsay Frame and Anne Bowman to me known to be the President and Secretary of Royal Troon Village Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced personally and personally known as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

Susan Sorrells
NOTARY PUBLIC

SUSAN SORRELLS
Notary Public, State of Florida
My Comm. Expires April 12, 2009
No. DD417598

Susan Sorrells
Printed Name of Notary Public

***AGREEMENT BY MEMBERS OF ROYAL TROON
VILLAGE IN LIEU OF MEETING***

(Pursuant to the provisions of Article II, Section E. of The
Bylaws of Royal Troon Village, Inc.)

THIS AGREEMENT, effective as of December 4, 2002, is made by and between the members and lot owners of Royal Troon Village, Inc. for the purpose of consenting to the amendments to the Royal Troon Village, Inc. Declaration of Covenants and Restrictions (hereafter "DCR") set forth below.

Whereas, the first lanai in Royal Troon Village, encroaching in part on the common area, was built with the consent of The Eagles Master Association's Architectural Control Committee ("ACC") and the County of Hillsborough in 1989, and

Whereas, from 1989 to 2002, many additional lanais have been similarly built within Royal Troon Village, and

Whereas, the members and lot owners signing this agreement, either in person or by their proxy, consider it discriminatory and unfair that other lot owners may not, with the consent of the Royal Troon Architectural Review Committee ("ARC"), (herein created) build lanais similarly using a small part of the common area for the same purposes, and

Whereas, quieting issues of title on villas having lanais, now or in the future, requires an amendment to the DCR specifically recognizing the validity, beyond challenge, of all present and future lanais and providing for the creation of an ARC to rule on the validity of plans for future lanais,

NOW, THEREFORE: the undersigned members and lot owners, who sign this agreement, in person or by their proxy, agree to the following amendments to the DCR.

First Amendment: There is hereby added to the end of the "Whereas" clauses in the Declaration, the following:

"Whereas, the members and lot owners of Royal Troon Village, Inc. have considered and entered into an agreement in lieu of meeting to amend the Declaration as to rights and responsibilities of homeowners desiring to have lanais and screened porches on and after December 4, 2002, to recognize and legitimize all such structures erected or approved prior to such date and to otherwise bring current other provisions of the Declaration."

Second Amendment: There shall be placed after the Whereas clause set forth in the First Amendment, an additional Whereas which shall read as follows:

WHEREAS it is recognized by the members of the Association that the building and maintaining of the lanais and porches are of benefit not only to the owner of the building having such a lanai but to all owners, the developer and institutional mortgagees because such structures increase the value of the property within Royal Troon Village.

Third Amendment: There shall be an amendment to ARTICLE I DEFINITIONS paragraph 7 which shall read as follows:

“Common Area” shall mean those areas of real property dedicated and shown on the subdivision plat of ROYAL TROON VILLAGE, if any, together with all roadway improvements thereon, which are devoted to the use and enjoyment of the members of the Association, and shall include those areas of the Common Area rented by the Association to support part of a lanai or porch, or such other part of the Common Area as may be rented by the Association under any other provisions in this declaration.

Fourth Amendment: There is hereby added to Article I, Definitions, an addition to paragraph 1, which paragraph is to have two parts, subparagraph a. defining the ACC and a new subparagraph b., defining the ARC, as follows:

“b. “ARC” shall mean the Royal Troon Village Architectural Review Committee established by this Declaration, as of December 4, 2002, as set forth in Article XIV.

Fifth Amendment: There is hereby established a new Article in the Declarations to be numbered Article XIV and to be entitled : “Architectural Review” which shall be copied precisely as is the provision relating to the Architectural Control Committee (“ACC”) CONTAINED IN THE “Declaration of Covenants, Restriction and Easements” by The Eagles, Ltd., as recorded in O.R. Book 5301, page 250 *et seq.*, Public Records of Hillsborough County, Florida, provided, however, that the words “Architectural Control Committee: shall read “Architectural Review Committee” (“ARC”) and all references to The Eagles shall be changed to make clear that such provision relates only to Royal Troon Village.

Sixth Amendment: There shall be added at the end of the language in the Fourth Amendment, a paragraph to read as follows:

Rules Relating to Lanais. *The ARC shall have jurisdiction over the approval or disapproval of all lanais not built or approved prior to December 4, 2002, as well as over the rebuilding or extension of any lanai built prior to such date or having prior The ARC shall apply the following Rules in its deliberations:*

Rule 1: Prior Lanais. Lanais constructed or approved prior to December 4, 2002 shall pay to the Royal Troon Village the sum of \$1.00 covering all past fees for rental of such part of the common area which is occupied by any such lanais.

Rule 2: Preliminary Review. Any proposals for construction, addition or modification of an owners residence shall be submitted to the ACC for preliminary review. The ACC shall inform the owner of the feasibility of the project and of the specific information required.

Rule 3: Final Review. The applicant will submit three copies of a detailed plan for the project to the President of the Board of the Village, who will schedule a meeting of the ARC within 30 days of receipt of the plans. The board shall also notify adjoining homeowners and any other homeowners affected. Such persons may make their views known and they shall consider such views in their final decision.

Rule 4: Country Review. Any project that would infringe upon County approved setbacks or drainage easements may require additional approval from Hillsborough County. The ARC may grant approval of a project subject to the County's additional approval. The applicant is responsible to prepare all appropriate applications and to provide the ARC and the RTV board with copies of all necessary County approvals prior to the start of construction.

Rule 5: New Construction. Any new buildings shall meet all of the requirements of the deeds and covenants.

Rule 6: Lanais. This type of addition may be acceptable on those properties which are not limited to drainage easements or tract setbacks provided that:

- (a) The lanai shall not extend more than ten feet to the rear of the existing exterior wall.
- (b) There shall be no knee walls.

- (c) There shall be no rigid roof connected to the existing wall or roof.
- (d) The lanai may be screened in with an enclosure consistent with other existing screened enclosures within Royal Troon.
- (e) The maximum width of the lanai shall be accessed on an individual basis to keep it uniform for each building type.
- (f) Access to air conditioning units and pool equipment shall be undisturbed.
- (g) Neither pools nor spas will be permitted on lanais.

Rule 7: Maintenance. The maintenance of any addition/modification on the common land shall be the sole responsibility of the individual homeowner. The RTHOA does not assume any responsibility for structural maintenance, painting or finish or integrity of screening or any other component of the addition. The homeowner is also required to maintain walls, structural connections with the main building, screens or any other component to the standards of the community at his/her sole expense.

Rule 8: Enforcement of These Criteria. The approval and enforcement of these criteria shall be applicable on all construction within Royal Troon Village. The ARC shall have the right to tear down any structure which was built without the permission or in violation of the rules of the ARC at the expense of the owner, after giving the owner a reasonable period of time within which to come into compliance.

Rule 9: Aesthetics. The Board of Directors and the ARC shall have final approval of all colors and materials used in any constructions and shall be submitted to the ARC for approval.

The above Rules may be amended by the Board of Directors provided that any such amendment is presented to the next regular or special membership meeting for its approval.

Seventh Amendment: There is hereby added to Article V of the DCR a new paragraph, numbered "6", which shall read as follows:

"6. Notwithstanding any provision in this Declaration to the contrary, the continued use of any, lanai, deck or porch constructed in the period prior to December 4, 2002 on, or partially on, the common area is fully recognized as a lawful and proper use, subject to any provisions relating to any assessment or insurance protection required herein. Such use and occupancy of the common

area shall be the exclusive right of the owner of the villa to which the lanai is attached. The building of any further lanais, not approved prior to December 4, 2002, are governed by the provisions of Article XIV.

Eighth Amendment: The provisions of ARTICLE V EASEMENTS, paragraph 5. A. shall be amended to read as follows:

- A. *The right of the Association to charge reasonable rent or fees for the use of any facility constructed upon the Common Areas and to impose reasonable limits on the use of such facilities.*

Ninth Amendment: The first sentence of ARTICLE VII ASSOCIATION EXPENSES, METHOD OF DETERMINING ASSESSMENTS AND MAINTENANCE OF EXTERIOR AREAS shall be amended to read as follows:

1. *The costs and expenses incurred by the Association with regard to the operation, maintenance and repair of common areas shall be Association expenses, except for that portion of the Common Area used by lanais or porches, the costs of which shall be borne by the owner thereof as provided in paragraph H, SPECIAL ASSESSMENTS below.*

Tenth Amendment: There shall be added to the end of ARTICLE VII paragraph H. SPECIAL ASSESSMENTS the following:

- H. *. . . Such Special Assessment may include an assessment in such amount as the Board determines as necessary to be collected only from owners of lanais which fall in part, or in whole within the Common Area. Such assessment may cover an amount for (a) rent, (b) reserve for repairs and maintenance and (c) amount considered necessary for increased insurance. Any lanai or porch which does not encroach on the Common Area shall not be required to pay any such special assessment.*

OTHER AMENDMENTS. In addition to the above, this Agreement approves such further changes as may be necessary to update the Declaration including, but not limited to changes in the references to "The Eagles Utility Company" to "Hillsborough County" since the former sold its water and sewer franchise to the County in 1994. In addition, all references to Chase Manhattan bank as institutional mortgagee shall also be removed in view of the repayment of its mortgage on Royal Troon in 1992. Such changes shall be subject to approval of the Board of Directors.

Duplicate
Original 1

EFFECTIVE DATE OF THESE AMENDMENTS. These Amendments shall become effective as of December 4, 2002, provided that more than 51% of the members and lot owners have signed this agreement in person or by proxy not later than December 9, 2002. These amendments shall become a part of a completely revised DCR which shall be recorded in the public records of Hillsborough County and which shall contain all of the language now contained in the DCR not changed by the above.

IN WITNESS WHEREOF, the following members and lot owners have signed this agreement on the date stated above either in person or by proxy in front of two witnesses who in the case of a proxy have read the proxy and personally know the person authorized to sign in place of the member(s) or lot owner(s).