

This instrument prepared
and return to:

Albert B. Moore, P.A.
130 S. Indian River Drive
Suite 202
Ft. Pierce, FL 34950

**TENTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO SECOND
AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
TESORO**

THIS TENTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TESORO PROPERTY OWNER'S ASSOCIATION, INC. (Tenth Amendment) is made and entered into this 29 day of May, 2018, by West Coast Investors, LLC, a Florida Limited Liability Company ("Declarant") with offices at 11198 Polo Club Road, Wellington, FL 33414. Capitalized Terms used in the Master Declaration (as defined below) unless the context otherwise requires and states.

RECITALS

WHEREAS, Ginn-LA St. Lucie Ltd., LLLP, ("Former Declarant") and Tesoro Property Owner's Association, Inc., a Florida not-for-profit corporation ("POA") executed that certain Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro, recorded September 19th, 2003 in Official Records Book 1803, Page 898, as further amended and supplemented, all of the foregoing in the Public Records of St. Lucie County, Florida, as same may be further amended from time to time collectively, "Master Declaration"; and

WHEREAS, by Assignment and Assumption of Declarant's Rights dated March 31st, 2009 and Recorded April 1st, 2009 in the Public Records of St. Lucie County, Florida at Official Records Book 3074, Page 2742 ("Assignment"), the Former Declarant assigned the Former Declarant's rights under the Master Declaration to Declarant; and

WHEREAS, the Turnover Date as defined in the Master Declaration has not yet occurred; and

WHEREAS, pursuant to Article XII, Section 8, Paragraph 1 of the Master Declaration, Declarant desires to amend the Master Declaration as hereinafter set forth;

NOW THEREFORE, Declarant hereby amends the Master Declaration as follows:

1. The above recitations are incorporated herein as fully set forth below.
2. That on December 10th, 2015, the members of the POA voted affirmatively, with the requisite required votes, to amend Article VI, Section 4 of the Master Declaration.
3. That the Master Declaration has been amended as provided in Exhibit "A" attached hereto and made a part hereof. That the double underlined portion in Exhibit "A" includes the additional language which constitutes the approved Amendment.
4. This Tenth Amendment took effect upon its approval on December 10th, 2015. Its recordation in the Official Records of St. Lucie County, FL. is for purposes of public record.

IN WITNESS WHEREOF, Declarant, joined by Tesoro Property Owner's Association, Inc. ("POA"), has caused these presents to be executed in their names and their seals affixed hereto as of the day and year first above written.

Witnesses

Quia L. Osle
 Signature
QUIA L. OSLE
 Printed Name

Paula Neal Langley
 Signature
PAULA NEAL LANGLEY
 Printed Name

DECLARANT:

 West Coast Investors, LLC

By: [Signature]
 Print Name: SALV SPANO
 As its Manager

STATE OF FLORIDA

COUNTY OF: Palm Beach

The foregoing instrument was acknowledged and executed before me this 29 day of May, 2018 by Sal V Spano, as Manager of West Coast Investors, LLC, a Florida limited liability company, on behalf of the company. The person is personally known to me or has produced _____ as identification.

Melissa K Scanapico



MELISSA K. SCANAPICO
 MY COMMISSION # FF 243259
 EXPIRES: July 1, 2019
 Bonded Thru Budget Notary Services

EXHIBIT "A"

(Article VI)

Section 4. Determining Amount of Assessments. The total anticipated Operating Expenses for each calendar year shall be set forth in the POA's annual Budget as set forth in Article VI, Section 2. In addition, the total anticipated Neighborhood Expenses for any Neighborhood each calendar year shall be set forth in a separate Neighborhood budget prepared by the Board of the POA as provided in Article VI, Section 3. Such budgets may include reserve funds. Such reserve funds can be accounted for in either line item in the budget or accounted for in a pooled reserve method to be determined at the discretion of the Declarant or by the Association after the Association has been turned over from Declarant control. Each lot shall be assessed its *pro rata* portion of the total anticipated Operating Expenses and Neighborhood Expenses if applicable, which shall be the "Base Assessment" and "Neighborhood Assessment", if applicable as to each Lot. The total anticipated Operating Expenses (other than those expenses which are properly the subject of Special Assessment) shall be divided by the total number of Lots. The quotient thus arrived at shall be the "Base Assessment" for each Lot. The Base Assessment shall be equal for each Lot. The total expenses shown on the Neighborhood budget shall be divided by the total number of Lots in such Neighborhood. The quotient thus arrived at shall be the "Neighborhood Assessment" for each Lot in the applicable Neighborhood.

In determining the level of Assessments, the Board, in its discretion, may consider other sources of funds available to the POA, including any surplus from prior years, any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year, and any income expected to be generated from any Maintenance and Cost Sharing Agreement. In addition, during the Development period, the Declarant may, but shall not be obligated to, reduce the Assessments for any fiscal year by payment of a subsidy and/or contributions of services and materials, which may be treated as either a contribution or an advance against future sums due from the Declarant, or a loan, in the Declarant's discretion. Any such anticipated payment or contribution by the Declarant shall be disclosed as a line item in the Budget or shall be a portion of the pooled reserve fund. Payments by the Declarant in any year shall under no circumstances obligate the Declarant to continue such payment in future years unless otherwise provided in a written agreement between the POA and Declarant.