

This instrument prepared by
and return to:

Baker & Hostetler LLP
200 South Orange Avenue
Suite 2300
Orlando, Florida 32801
Attention: William C. Guthrie, Esq.

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

THIS SIXTH AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TESORO (this "Sixth Amendment") is made and entered into this 12th day of APRIL, 2006, by GINN-LA ST. LUCIE LTD., LLLP, a Georgia limited liability limited partnership ("Declarant"). Capitalized terms used in this Sixth Amendment shall have the same meanings ascribed to such terms in the Master Declaration (as defined below) unless the context otherwise requires and states.

RECITALS

WHEREAS, Declarant and Tesoro Property Owners Association, Inc., a Florida nonprofit corporation ("POA") previously executed that certain Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro, recorded September 19, 2003 in Official Records Book 1803, Page 898, as amended by that Supplemental Declaration of Covenants, Restrictions and Easements for Tesoro, recorded November 24, 2003, in Official Records, Book 1849, Page 1691, as further amended by that First Amendment to Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro, recorded October 12, 2004, in Official Records, Book 2075, Page 1983, as further amended by that Second Amendment and Supplemental Declaration to Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro, recorded September 28, 2005, in Official Records, Book 2374, Page 2508, as further amended by that Third Amendment to Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro, recorded November 1, 2005, in Official Records, Book 2402, Page 1717, as further amended by that Fourth Amendment to Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro, recorded March 29, 2006, in Official Records, Book 2520, Page 729, as further amended by that Fifth Amendment to Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro, recorded March 29, 2006, in Official Records, Book 2520, Page 733, all of the Public Records of St. Lucie County, Florida, and as the same may be further amended from time to time (collectively, the "Master Declaration");

WHEREAS, the Master Declaration relates to a residential community called "Tesoro";

WHEREAS, Declarant desires to amend its right to Repurchase a Lot by changing the time of commencement of construction from three (3) years after the Infrastructure Completion Date to four (4) years after the Recording Date (as defined herein); and

WHEREAS, pursuant Article XII, Section 8 to the Master Declaration, Declarant may amend the Master Declaration.

SOLICITORS, 58227, 00602, 101266789.4, Sixth Amendment to Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro
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For any questions contact:
Bobby Barfield, Broker
772-260-9855
Bobbybarfield@yahoo.com

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

1. Recitals. The recitals set forth above are true and correct and incorporated herein.
2. Definitions. The following term shall have the meaning ascribed to such term and shall be added as a new definition to the end of Article I as a new Section 62:

Section 62. "Recording Date" means the date this Sixth Amendment is recorded in the public records of St. Lucie County, Florida.

3. Construction Requirement. Article IX, Section 21, Paragraphs A, E, and K shall be deleted in their entirety and replaced with the following:

A. The failure of the Owner to commence construction of a Home on the Lot within:

(i) four (4) years after the Recording Date for the following Lots within the Committed Property in the following neighborhoods:

Lots 1-170, as shown on Tesoro Plat No. 2, recorded March 22, 2002 in Plat Book 40, Pages 30, 30A-E, inclusive, (Bella Strano and Corrente); and

Lots 1-89, as shown on Tesoro Plat No. 3, recorded July 18, 2002 in Plat Book 41, Pages 6, 6A-F, inclusive, (Vetrata); and

Lots 1-122, as shown on Tesoro Plat No. 4, recorded October 15, 2002 in Plat Book 41, Pages 20, 20A-E, inclusive, (Bella Riva); and

Lots 1-26, as shown on Tesoro Plat No. 5, recorded July 18, 2002 in Plat Book 41, Pages 7, 7A-C, inclusive, (Solamar); and

Lots 1-58, as shown on Tesoro Plat No. 6, recorded October 15, 2002 in Plat Book 41, Pages 19, 19A-B, inclusive, (Soriso);

All of the public records of Port St. Lucie County, Florida; or

(ii) within three (3) years after the Infrastructure Completion Date for all other Lots not included in clause (i) of this Section as follows:

Lots 1-32, Tesoro Plat No. 8, recorded September 24, 2003 in Plat Book 42, Pages 27, 27A, inclusive; and

Lots 1-32, Tesoro Plat No. 14, recorded July 9, 2004 in Plat Book 44, Pages 1-1A-C, inclusive; and

Lots 1-9, 16-50, 96-138, 149-222, Tesoro Plat No. 15, recorded October 6, 2004 in Plat Book 44, Pages 16, 16A-C, inclusive; and

Lots 33-37, Tesoro Plat No. 19, recorded February 7, 2005 in Plat Book 45, Pages 9-9, inclusive; and

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Lots 1-140, Tesoro Plat No. 20, recorded October 20, 2005 in Plat Book 50, Pages 28-32, inclusive; and

Lots 54-88, 139-151, and 223, Tesoro Plat No. 22, recorded January 6, 2006 in Plat Book 51, Pages 31-35; and

Lots 1-37, Tesoro Plat No. 23, recorded January 6, 2006 in Plat Book 51, Pages 36-38;

All of the public records of Port St. Lucie County, Florida.

Declarant shall have no right of Repurchase under this Paragraph A and shall instead proceed under Paragraph B hereinbelow after "Commencement of Construction." "Commencement of Construction" shall mean that (i) all plans for such construction have been approved by the ACB, (ii) a building permit has been issued for the Lot by the appropriate jurisdiction, (iii) construction of a structure has physically commenced beyond site preparation and (iv) the Home's foundation has been inspected; or

E. In order to exercise its Repurchase rights under this Section 21 (the "Exercise"), Declarant shall deliver its written notice of the Exercise to the Owner, together with Declarant's calculation of the Repurchase Price. Such notice shall be given no later than ninety (90) days following the expiration of either the period to commence construction set forth in Paragraph A of this Section or the 18-month period to complete construction after commencement, as applicable. The failure by Declarant to exercise its right to Repurchase because of the Owner's failure to timely commence construction of the Lot shall not be deemed a waiver of Declarant's right to Repurchase for failure to timely complete construction. The failure of Declarant to insist upon strict compliance by an Owner with the time frames set forth in this Section 21 or to exercise its right to Repurchase against an Owner shall not be deemed a waiver of Declarant's right to Repurchase against any other Owner.

K. In the event that a Lot is subsequently transferred to a new Owner, the time period to commence construction set forth in this Section 21 shall to continue to run from the Recording Date and shall not change upon any subsequent transfer.

4. Declaration Remains in Effect. Except as expressly modified in this Sixth Amendment, the Master Declaration shall remain in full force and effect.

5. Severability. If any clause or provision of this Sixth Amendment, or the application of any such clause or provision to any person or circumstance, shall be held illegal, invalid or unenforceable under applicable present or future Laws, the remainder of this Sixth Amendment shall not be affected thereby. Also, if any clause or provision of this Sixth Amendment is illegal, invalid or unenforceable under any applicable present or future Laws, then such clause or provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such Law. Any clause or provision hereof that may prove illegal, invalid or unenforceable under any applicable present or future Laws shall not affect the legality, validity or enforceability of any other clause or provision hereof.

6. Captions. The Captions preceding the various provisions of this Sixth Amendment have been inserted solely for convenience of reference and shall not be used in construing the Master Declaration.

7. Execution. By its execution, Declarant certifies that this Sixth Amendment has been duly approved by Declarant and ratifies all previous amendments.

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8. Recordation. This Sixth Amendment shall take effect upon recordation in the Official Records of St. Lucie County.

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IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first written above.

DECLARANT:

GINN-LA ST. LUCIE LTD., LLLP,
a Georgia limited liability limited partnership

By: GINN-ST. LUCIE GP, LLC,
a Georgia limited liability company,
its sole general partner

Witness:

Laura Makepeace
Signature

Laura Makepeace
Printed Name

Melinda Light
Signature

Melinda Light
Printed Name

By: Robert F. Masters
Print Name: Robert F. Masters
As Its: President

STATE OF Florida)
COUNTY OF Flagler)ss.

The foregoing instrument was acknowledged and executed before me this 12th day of April, 2006, by Robert F. Masters, as President of GINN-ST. LUCIE GP, LLC, a Georgia limited liability company, as the sole general partner of GINN-LA ST. LUCIE LTD., LLLP, a Georgia limited liability limited partnership, on behalf of the partnership. He is personally known to me, or has produced _____ as identification.

Eileen P. Coleman
Notary Signature

(NOTARY SEAL)

EILEEN P. COLEMAN
Notary Public, State of Florida
My comm. exp. Apr. 10, 2007
Comm. No. DD 202478

Eileen P. Coleman
Printed Name of Notary
NOTARY PUBLIC
Commission No. DD202478

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STATE OF FLORIDA
ST. LUCIE COUNTY
THIS TO CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF THE
ORIGINAL.

Edwin M. Fry Jr. CLERK
By: [Signature]
Deputy Clerk



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