

This instrument prepared by
and return to:

Larry Z. Glickman, Esq.
Sachs Sax Caplan
1859 SW Fountainview Blvd., Suite 207
Port St. Lucie, FL 34986

COPY

**CERTIFICATE OF AMENDMENT
SEVENTH AMENDMENT TO THE SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TESORO**

THIS SEVENTH AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TESORO (this "Seventh Amendment") is made and entered into this 31st day of DECEMBER, 2009, by West Coast Investors, LLC, a Florida Limited Liability company ("Declarant") with offices at 11198 Polo Club Road, Wellington, Florida 33414. Capitalized terms used in this Seventh 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, Ginn-LA St. Lucie Ltd., LLLP, ("Former Declarant") and Tesoro Property Owners Association, Inc., a Florida nonprofit corporation ("POA") 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 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 31, 2009 and Recorded April 1, 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:

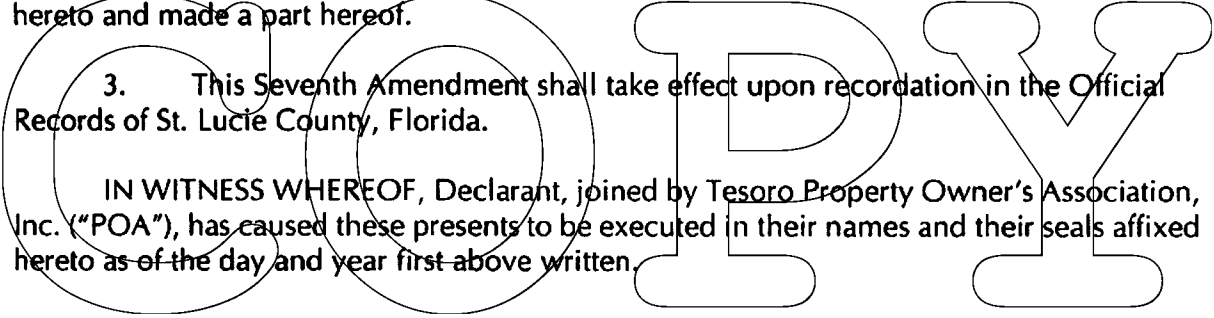
1. The above recitations are incorporated herein as fully set forth below.

For any questions contact:
Bobby Barfield, Broker
772-260-9855
Bobbybarfield@yahoo.com

2. The Master Declaration shall be amended as provided in Exhibit "A" attached hereto and made a part hereof.

3. This Seventh Amendment shall take effect upon recordation in the Official Records of St. Lucie County, Florida.

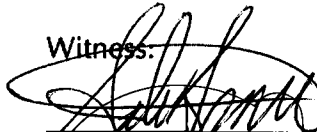
IN WITNESS WHEREOF, Declarant, joined by Tesoro Property Owner's Association, Inc. ("POA"), has caused these presents to be executed in their names and their seals affixed hereto as of the day and year first above written.

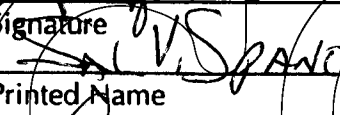



DECLARANT:

West Coast Investors, LLC, a Florida limited liability company,

Witness:


 Signature _____
 Printed Name Dacia J. Webb

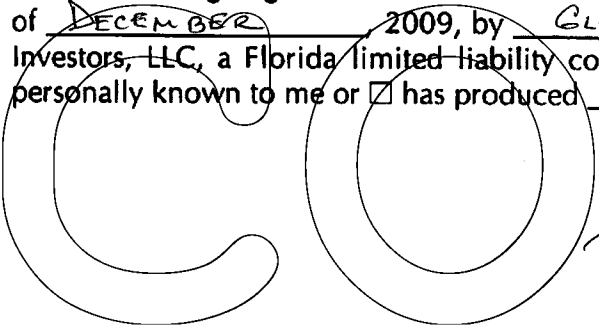

 Signature _____
 Printed Name Glenn Straub



 By: _____
 Print Name GLENN STRAUB
 As Its: Manager PRES.



STATE OF FLORIDA)
COUNTY OF Palm Beach) ss:

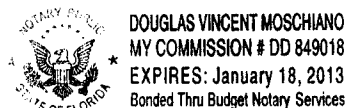
The foregoing instrument was acknowledged and executed before me this 31st day of DECEMBER 2009, by GLENN STRAUB, as Manager of West Coast Investors, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.





 NOTARY PUBLIC, STATE OF FLORIDA
 My Commission Expires: January 18th 2013

For any questions contact:
Bobby Barfield, Broker
772-260-9855
Bobbybarfield@yahoo.com



Witness: [Signature]
 Signature [Signature]
 Printed Name DANNIS J. WEBB


[Signature]
 Signature KATHLEEN A FIALCO
 Printed Name KATHLEEN A FIALCO

POA:
 Tesoro Property Owner's Association, Inc.

[Signature]
 By: [Signature] TREASURER
 Print Name: SAL SPANO
 As Its: _____

STATE OF FLORIDA)
 COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged and executed before me this 31st day of DECEMBER, 2009, by SAL SPANO, as TREASURER & VP of Tesoro Property Owner's Association, Inc., on behalf of the association. He is personally known to me or has produced _____ as identification.

 NOTARY PUBLIC
 DOUGLAS VINCENT MOSCHIANO
 MY COMMISSION # DD 849018
 EXPIRES: January 18, 2013
 Bonded Thru Budget Notary Services

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA
 My Commission Expires: January 18th 2013

M:\Association\Tesoro Club\POA\Cert of Amendment - 7th Amendment.wpd

COPY

For any questions contact:
 Bobby Barfield, Broker
 772-260-9855
 Bobbybarfield@yahoo.com

New language is double underlined; deleted language is struck through.

EXHIBIT "A"

SEVENTH AMENDMENT to the
SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
TESORO

1. Article VI, Section 4 of the Second Amended and Restated Declaration is hereby amended as follows:

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. 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 or a Specific 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.

Notwithstanding the foregoing, from and after December 31, 2009, until the Turnover Date, Declarant may be excused from the payment of Base Assessments, Special Assessments, Specific Assessments and Neighborhood Assessments for its Lots and shall instead pay any Operating Expenses and/or Neighborhood Expenses exclusive of reserves, if any, that exceed the total assessments receivable from all other members of the POA and/or the Neighborhood, as the case may be, plus all other income of the POA.

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

For any questions contact:

Bobby Barfield, Broker
772-260-9855
Bobbybarfield@yahoo.com

New language is double underlined; deleted language is ~~struck through~~.

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, or subsidize any uncollected assessments receivable 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 may be disclosed as a line item in the Budget. Payments by the Declarant in any year shall under no circumstances obligate the Declarant to continue such payments in future years unless otherwise provided in a written agreement between the POA and the Declarant.

M:\Association\Tesoro Club\POA\Excerpt.wpd

COPY

COPY

For any questions contact:
Bobby Barfield, Broker
772-260-9855
Bobbybarfield@yahoo.com