

This instrument prepared by
and return to:

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Sachs Sax Caplan
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Port St. Lucie, FL 34986

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

~~THIS EIGHTH AMENDMENT TO THE SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TESORO (this
"Eighth Amendment") is made and entered into this ___ day of ___, 2010, 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 Eighth 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 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 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:**~~

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

Exhibit "A"

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

1. Article II, Section 10, Paragraph B of the Second Amended and Restated Declaration is hereby amended as follows:

B.

Club Charges. Membership in the Club requires the payment of a membership purchase price called a membership deposit and membership dues, fees and other amounts ("Club Charges"). Club Charges shall be determined by the Club and are subject to change as contemplated by the Membership Plan Documents. An Owner, regardless of how his or her title to the Lot is acquired, including by purchase at a foreclosure sale or by foreclosure or deed in lieu of foreclosure, is jointly and severally liable with the previous Owner for all unpaid Club Charges that came due up to the time of the transfer of title. ~~Club charges owed by Owners to the Club which become delinquent under the terms and conditions set forth in the Membership Plan Documents ("Delinquent Club Charges") are deemed to constitute Special Assessments of the POA, for which the POA shall have a lien against each New Lot or Declarant Lot located on the Committed Property for all unpaid Special Assessments in accordance with the lien and foreclosure provisions set forth in Article VI. If the Club provides notice to the POA that an Owner owes Delinquent Club Charges, the POA shall have the right and obligation to collect Delinquent Club Charges from Owners and to enforce its lien for Special Assessments, through and including foreclosure of the lien. In the event that the POA does not enforce its rights hereunder with respect to a Special Assessment resulting from delinquent Club Charges, the POA hereby consents and authorizes the Club to enforce the lien and foreclosure provisions of Article VI. All Delinquent Club Charges collected by the POA from owners are the property of the Club and shall be in accordance with the Membership Plan Documents.~~

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

~~THE POA HAS A LIEN AGAINST EACH NEW LOT AND
DECLARANT LOT LOCATED ON THE COMMITTED PROPERTY
FOR DELINQUENT CLUB CHARGES.~~

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2. Article I, Section 6. of the Second Amended and Restated Declaration is hereby amended as follows:

Section 6.

"Assessment" shall mean assessments for which all Owners are obligated to the POA and includes "Base Assessments", "Neighborhood Assessments", if any, "Special Assessments" and "Specific Assessments" (as such terms are defined in Article VI hereof) and any and all assessments and charges which are levied by the POA in accordance with the Tesoro Documents. "Assessment" shall not include Club Charges as defined in Article II, Section 10 B.

M:\ABM\Tesoro Exhibit A.wpd
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