

This instrument prepared by
and return to:

Albert B. Moore, Esq.
Sachs Sax Caplan
1850 SW Fountainview Blvd, Suite 207
Port St. Lucie, FL 34986

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

COPY

~~THIS NINTH AMENDMENT TO THE SECOND AMENDED AND RESTATED~~
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TESORO
(this "Ninth Amendment") is made and entered into this ___ day of ___, 20___, 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 Ninth 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:

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

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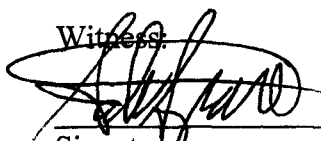
- 2. The Master Declaration shall be amended as provided in Exhibit "A" attached hereto and made a part hereof.
- 3. This Ninth Amendment shall take effect upon recordation in the Official Records of St. Lucie County, Florida.

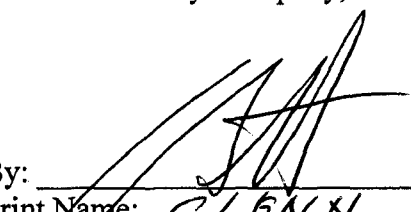
IN WITNESS WHEREOF, Declarant, joined by Tesoro Property Owner's Association, Inc. ("POA"), has caused these presents to be executed in their names and their seals affixed hereto as of the day and year first above written.

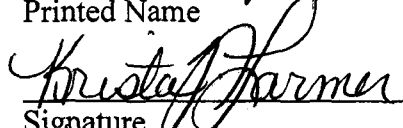
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DECLARANT:

West Coast Investors, LLC, a Florida Limited Liability Company,

Witness:

 Signature
 SAL V. SPANO
 Printed Name

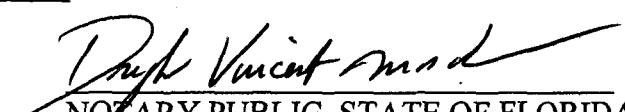
By: 
 Print Name: GLENN STRAUB
 As its Manager


 Signature
 Krista Larmer
 Printed Name


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STATE OF FLORIDA
 COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged and executed before me this 31st day of December, 2010, by Glenn Straub, 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.


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

COPY

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

Witness

Krista N. Larmer
Signature
Krista N. Larmer
Printed Name

Daniel Pollamus
Signature
DANIEL POLLAMUS
Printed Name

POA:

Tesoro Property Owners' Association, Inc.

By: *[Signature]*
Printed Name SAL V. SPANO
As Its: PRESIDENT

STATE OF FLORIDA

COUNTY OF PALM BEACH ss:

The foregoing instrument was acknowledged and executed before me this 30th day of December, 2010, by SAL SPANO, as PRESIDENT of Tesoro Property Owners' Association, Inc., on behalf of the Association. He is personally known to me or has produced _____ as identification.



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

COPY

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

Exhibit "A"

NINTH 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:

COPY

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. Said Membership Plan Documents may be amended or supplemented from time to time. 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.

COOPY

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

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.~~

COOPY

COOPY