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

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

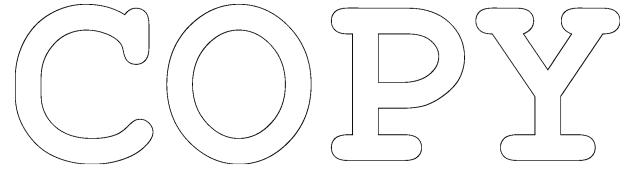
WHEREAS, Ginn-LA St. Lucie Ltd., LLLP, ("Former Declarant") and Tesoro Property Owners Association, Inc., a Florida nonprofit corporation ("POA") executed that certain Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro, recorded September 19th, 2003 in Official 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 nay 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:



 The above recitations are incorporated here. The Master Declaration shall be amended made a part hereof. 	rein as fully set forth below. I as provided in Exhibit "A" attached hereto and
3. This Eighth Amendment shall take effect Lucie County, Florida.	t upon recordation in the Official Records of St.
	ned by Tesoro Property Owner's Association, Inc. ed in their names and their seals affixed hereto as DECLARANT:
0.1	West Coast Investors, LLC, a Florida Limited Liability Company,
Signature	14/1
Printed Name	Print Name: GKNXI STRA
Del mul	As its Manager
Signature (Daus las Mischian of	
Printed Name STATE OF Flori di COUNTY OF Palm Beach	
The foregoing instrument was acknowled	diged and executed before me this 2^{nd} day of
	, as Manager of West Coast Investors, LLC, a
Florida limited liability company, on behalf of th	e company. The person <u>V</u> is personally known
to me orhas produced as id	Web
	NOTARY PUBLIC, STATE OF FLORIDA My Commission Expires: April 14, 2010
	DAINIA WEBB MY COMMISSION # DD 778698 EXPIRES: April 14, 2012 Bonded Thru Budget Notary Services

	POA:
Witness	Tesoro Property Owners' Association, Inc.
Signature Printed Name Signature	Printed Name As Its: Resident
Sennifer Stewart	
Printed Name	
STATE OF FLORIDA)	
COUNTY OF POLM BEACH	SS:
The foregoing instrument was acknowledge	
of Tesoro Property Owners' Association,	Inc., on behalf of the Association. He is personally
known to me orhas produced	as identification.
	PARY PUBLIC, STATE OF FLORIDA Commission expires JANUARY 18 ⁺⁴ , 2017

New language is <u>double underlined</u>; deleted language is struck through.

Exhibit "A"

EIGHTH AMENDMENT to the SECOND AMENDED AND RESTATED DECLAR	ATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR TESORO	
	7 /
1. Article II, Section 10, Paragraph B of the Second Amended and Restated Dec	laration is
hereby amended as follows:	Jaiation is
Tiereby afficilited 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 focated 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.	
	7 /
	/ /

New language is <u>double underlined</u>; 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.

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.

