

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR
OLEANDER PINES**

The purpose of this Amended and Restated Declaration of Restrictions is to continue the purposes of the Declaration of Restrictions, recorded in Official Records Book 679, Page 1690, et. seq., and amended at Official Records Book 721, Page 2171; Official Records Book 0815, Page 2638; and Official Records Book 3891, Page 1336; Saint Lucie County, Florida. All provisions of this Amended and Restated Declaration of Restrictions and all exhibits hereto shall be construed to be covenants running with the land.

WITNESSETH:

WHEREAS, The following described real property:

All of Oleander Pines, according to the Plat thereof, as recorded in Plat Book 28, at Pages 14, 14a and 14b of the Public Records of St. Lucie County, Florida.

is hereinafter referred to as the "Subdivision".

NOW, THEREFORE, All of the property included within the Subdivision and brought within the Association, as both are hereafter defined, shall continue to be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding upon all parties having any right, title or interest in the above-described premises or any part hereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each thereof.

1. **DEFINITIONS:**

- a) "Association" shall mean and refer to Oleander Pines Association, Inc., its successors and assigns.
- b) "Owner" shall mean refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- c) "Subdivision" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

d) "Common Area" shall mean all property owned and/or maintained by the Association for the common use and enjoyment of the lot owners, including, but not limited to, the following:

1. Tract A., according to the Plat of Oleander Pines recorded in Plat Book 28, Page 14, public records of St. Lucie County, Florida.
2. Drainage systems and structures located within the subdivision.
3. Irrigation systems which service areas for the common beautification of the subdivision.
4. Lighting which services areas for the beautification and illumination of the subdivision.
5. Such other property which may be brought within Association control.

e) "Lot" shall mean and refer to any platted lot within the subdivision upon which a single family residence has been or may be constructed.

2. MEMBERSHIP IN ASSOCIATION:

Every owner of a lot shall automatically, on becoming the owner of said lot or lots be subject to assessment and be a member of the Association, and shall remain a member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

3. VOTING RIGHTS IN ASSOCIATION:

The Association shall have one class of voting ownership:

A member shall consist of every owner of a lot and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any lot.

4. COVENANT FOR MAINTENANCE ASSESSMENTS:

a) Creation of the Lien and Personal Obligations of Assessments:

Each owner of any lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association, annual assessments and/or charges, and special assessments. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each

such assessment, together with interest, costs and attorneys' fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment became due.

b) Purposes of Annual Assessments:

The annual assessments shall be levied by the Association and shall be used to carry out the purposes of the Association and to maintain the common areas as shown in the plat, to provide and maintain drainage facilities for the subdivision, to maintain the wall and related landscaping on the 2 foot easement shown on the Plat of Oleander Pines and located along Oleander Avenue, and to maintain the entrance feature and related landscaping located at Oleander Avenue and Sandburg Lane. Additionally, the Association may, but shall not be obligated to, plant and/or maintain grass and landscaping located within any of the dedicated rights of way for Streets shown on the Plat of Oleander Pines.

c) Special Assessments:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment against any lot subject to assessment under Paragraph (4) applicable to that year only for the purpose of defraying, in whole or in part, the cost of maintenance of the common areas. Such assessments may be authorized by a two-thirds (2/3) vote of the Board of Directors of the Association without the consent of the members of the Association, providing all such funds actually go toward the maintenance of the common areas. Additionally, the Association may levy a Special Assessment against the lots for any purpose upon the consent in writing of a majority of the members.

d) Uniform Rate of Assessment:

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or annual basis.

e) Annual Assessments and Due Dates:

The Board of Directors shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject hereto. The Association shall upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

f) Effect of Nonpayment of Assessments and Remedies of the Association:

Any assessment not paid within twenty (20) days after the due date shall bear interest from the due date at the maximum allowable interest rate. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape a liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

g) Subordination of Lien to Mortgages and Taxes:

The Lien of the assessments provided for herein shall be subordinate to tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. Sale or transfer of any lots shall not affect the assessment lien. Notwithstanding anything to the contrary contained herein, the liability of a first mortgagee who acquires title to a lot by foreclosure or deed in lieu of foreclosure for unpaid assessments that became due before acquisition of title, shall be as provided by Florida Statute 720.3085 (2016) as amended from time to time.

5. LAND USE:

No lot shall be used for other than residential purposes or recreational uses in conjunction therewith. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling and a private garage.

6. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. STRUCTURES, BOATS & LARGE VEHICLES:

No temporary or permanent Structure, trailer, tent, or other outbuilding shall be permitted to be placed or used on any lot, at any time unless said structure, tent, or out building shall have been approved by the Architectural Control Committee and the HOA Board of Directors.

No boats, trailers, campers, motorhomes, RVs, business or commercial vehicles including pick-up trucks used for commercial purposes, or vehicles with commercial signage, shall be kept at or on any lot or street within the Oleander Pines community. Rv's, boats, and motor homes shall be permitted on an individual lot for periods of no more than 48 hours per month for the sole purpose of loading, unloading, surface cleaning, and light non-mechanical maintenance but not for any other repairs or mechanical maintenance.

All motor vehicles shall be parked in the driveway or garage of the residence. There shall be no parking of motor vehicles on the grass area of any residence, lot, or common area. Temporary overflow guest parking shall be permitted on the street. There shall be no overnight street parking between the hours of mid-night and 7:00 a.m. For purposes of this Section, "Common

Area" shall include the streets located within the Oleander Pines Community.

All operation of motor vehicles shall be operated in a safe manner and shall strictly obey all posted speed limits. Operators of motor vehicles shall slow down the speed of their vehicle to no more than 20 mph when pedestrians are present. This section shall be strictly enforced. If any vehicle is found to be operating in an unsafe manner the violator shall be subject to a fine of up to \$100 per incident. Homeowners shall be responsible to ensure for the safe operation of any motor vehicle within our community by their family members, guests, invitees, and licensees and shall be subject to a fine for the unsafe operation by said family members, guests, invitees and licensees. It shall not be required to prove the speed of the motor vehicle in order for someone to be in violation. "Unsafe operation" shall be determined by the Board of Directors based on a preponderance of the evidence of the total circumstances surrounding said operation.

Only properly registered and insured motor vehicles shall be operated within the Oleander Pines Community. All operators of motor vehicles shall be properly licensed in accordance with the Laws of the State of Florida.

8. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, except the following:

(a) One sign of not more than one (1) square foot used to indicate the name of the resident.

(b) A sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home as provided by Florida Statute 720.304(6)(2016) as amended from time to time.

(c) Re-sale or broker's signs not to exceed four (4) square feet.

9. LIVESTOCK:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. GARBAGE DISPOSAL:

No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container. Such container shall be shielded by a garbage bin, wall or fence so that the container is not visible from any point on the front line of said lot. "Suitable container" shall be defined as any hard sided trash container with lid, made of metal or plastic and designed for the primary purpose of holding trash. Plastic trash bags, when used alone, are specifically recognized as not a suitable container for the purposes of placing curbside overnight prior to the day of pick up but shall be permitted to be placed curbside the day of collection.

Garbage, refuse and rubbish shall be placed out for collection no sooner than sunset the evening before the day of collection. Trash containers shall be removed from curbside by the end of the day of collection and stored in the appropriate location in accordance with the provisions of this section.

Yard Waste and vegetation such as palm fronds, tree limbs, fallen trees, not in bags or other containers, shall be permitted to be placed curbside at the time the yard waste and vegetation is gathered up by the homeowner irrespective of the day of the week. All yard waste and vegetation, as well as any other trash, shall be placed curbside in such a manner as to not interfere with the free flow of vehicular and pedestrian traffic or the flow of water in the roadside gutter system

11. CLOTHES LINES:

Clothes lines shall be permitted on any lot, if approved by the Architectural Control Committee and it is adequately screened from view.

12. PERIMETER WALL:

As to all lots bordering the perimeter wall along Oleander Avenue, each individual lot owner shall be responsible for repair and upkeep of such interior portion of the wall which borders said owner's lot.

13. MAINTENANCE:

The structures and grounds on each lot shall be maintained in a neat and attractive manner. Upon any owner's failure to so maintain his property, the Association may, at its option, after giving the said owner ten (10) days' written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in the Association's judgment and have dead trees, shrubs and plants removed from any lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of each lot shall reimburse the Association for the cost of any work as above required, and to secure such reimbursement, the Association shall have lien rights upon such lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of St. Lucie County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided for shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided for shall be due and payable forthwith upon the completion of the work and, if not paid, said lien may be enforced by foreclosure in equity in the same manner as mortgages. The liens for unpaid assessments hereinbefore provided for shall be subordinate and inferior to any lien for taxes and to any mortgage lien so long as

said mortgage is a first mortgage against the property encumbered thereby and secures indebtedness to be amortized in monthly or quarter-annual payments over a period of not less than ten years. Where the mortgagee of a first mortgage of record or other purchaser of a lot obtains title to the lot and improvements located thereon as a result of foreclosure of the first mortgage or where a mortgagee of a first mortgage obtains title to the lot and improvements thereon as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the assessment pertaining to said property which became due prior to the acquisition of title in the manner provided by Florida Statute 720.3085 (2016) as amended from time to time.

14. ARCHITECTURAL CONTROL:

No building, wall, fence or other structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee. Each building, wall or other structure or improvement of any nature shall be erected, placed or altered upon the premises only in accordance with the plans and plot plan so approved. Refusal of approval of plans, plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the said Architectural Control Committee shall be deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph, however any such promulgated rules and regulations must also be approved by a majority vote of the Board of Directors to be valid.

The Architectural Control Committee is composed of persons appointed by the Board of Directors from time to time who shall serve at the pleasure of the Board of Directors. A majority of the committee may designate a representative to act for it, and all decisions shall be by a majority of the committee. In the event of death or resignation of any member of the committee, the Board of Directors shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

15. RESTRICTIVE USE OF LAKE OLEANDER

The Lake at Oleander Pines is part of the community storm water management facility and is to be utilized for purposes of storm water retention. Access to the Lake is by way of drainage easements that are used solely for access for maintenance of drainage facilities. The purpose of the Lake is not necessarily for recreation. The Lake has been home to alligators. In order to limit

exposure to liability for injury to individuals who may want to use the Lake for recreational purposes and to provide for the ease of access via dedicated drainage easements there shall not be permitted the recreational use of the Lake to include, but not limited to swimming, wading, boating, fishing and canoeing. Those violating the provisions of this section are subject to fines of up to \$100 per violation. Homeowner members are responsible for and are subject to being fined for the violations of family members, guests, invitees, and licensees.

16. FENCING

Fencing shall be permitted within the Oleander Pines Community subject to the following condition:

1. For lots bordering the Lake, fencing shall be permitted in side yards only and the installation of which shall not interfere with the peripheral view of the lake by any neighboring lot from the lanai. Note: Per ACC and Board policy, Fencing shall not extend more than 2 feet from the rear of an existing screen enclosure and shall be a picket type up to 4 feet high along the rear line that joins the side yard fence to the screen enclosure. Side yard fencing of solid vinyl material shall not block the lake view by an adjoining lot from a point looking past the rear corner of an existing screen enclosure and from that point, picket type fencing up to 4 feet high shall be used.
2. For all other lots, fencing shall be permitted in side and rear lots only, with side yard lots starting not further front than just behind the corner trim of the house.
3. Fencing shall be no higher than 6 feet except that rear lot lines that border commercial lots may be up to 8 feet high.
4. Fencing shall be white vinyl material, with solid, solid with upper lattice trim, or picket style material and design. There shall be no all lattice fencing permitted.

17. STORM SHUTTERS

Storm shutters and other storm protection coverings such as plywood, shall not be placed on the windows or openings of any home in the Oleander Pines community except within 5 days of a Storm Watch or Storm Warning is declared. All Storm shutters and other such protection must be removed from the windows and opening of residences within 10 days after the passing of a storm.

A home owner may apply to the Board of Directors for approval to place approved Storm Shutters on the non-street facing sides and rear windows and openings, except occupied bedrooms, on or after June 1 of each year and for said approved Storm Shutters to remain on said windows and opening until November 30th of each year provided the Storm Shutters are painted the same color as the trim or main house color or is of a color that is approved by the

Architectural Control Committee and the Board of Directors. This approval process shall not include any street facing windows, doors, or other openings.

Except in the case of an official storm warning, no shutters shall be put up on any windows, doors, or openings from December 1st through and inclusive of May 31st of each year without a waiver having been issued in writing by the Board of Directors.

18. NO RENTAL OF INDIVIDUAL HOMES

There shall not be permitted the rental, in whole or in part, of any residence or property of the Oleander Pines Community. Effective immediately upon passage of this section, no new rental agreements shall be permitted. Any existing rental agreements shall be permitted to continue until January 31, 2010 or the initial end date of the existing rental agreement, whichever shall first occur. With respect to existing Lease agreements dated prior to December 1, 2017 and that end subsequent to January 31, 2019, upon the presenting of extenuating circumstances, the Board of Directors, by simple majority of the full Board, shall have the authority to permit the lease to continue for a reasonable time beyond January 31, 2019, but no longer than the end date of the original lease agreement.

This section shall not bar a Homeowner from permitting a parent, child, grandchild, grandparent and their spouse from residing in a home owned by any homeowner of record.

19. STREET LIGHTING

All Homeowners shall maintain a front lawn/driveway lamp post lighting that shall operate from the hours of dusk to dawn, 7 days a week. It is recognized that such lighting is the sole source of Street Lighting that provides for the safety and security within the Oleander Pines Community.

20. SERVICE HOURS

All contractor and vendor service providers, including but not limited to lawn care, landscaping, construction, and repairs, shall be limited to the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday. There shall be no contractor or vendor service on Sundays.

Nothing herein shall prohibit an individual homeowner from self-servicing his/her home or for repairs of an emergent nature. This section is intended to control the operations of contractors and all other service providers.

21. TERM:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive period of

twenty five (25) years unless an instrument signed by the then owners of a majority of the lots (excluding the publicly dedicated lands) in the said property has been recorded, agreeing to terminate said covenants in whole or in part.

22. AMENDMENT:

This Declaration of Restrictions may be modified or amended upon approval in writing by a majority of the voting ownership; provided however, that the portion of these covenants pertaining to maintenance of the storm water management facility may only be changed with the prior approval of the South Florida Water Management District or its successor in interest.

23. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or attempting to violate any covenant either to restrain violation or to recover damages. In any enforcement of the provisions of this Declaration, whether suit be brought or not, the defaulting party shall be responsible for all damages in connection with enforcement of the provisions of this Declaration including reasonable attorneys' fees and costs.

24. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

This Amended and Restated Declaration of Restrictions for Oleander Pines has been approved in writing by at least a majority of the members, which vote was sufficient for approval.

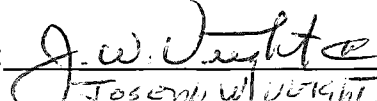
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 4th day of September, 2024.

WITNESSES AS TO PRESIDENT:


 Print Name: Sharon Benoch
 Address: 8351 S US 1 Hwy
PSL FL 34952

 Print Name: Lorna Hall
 Address: 8351 S US 1 Hwy
Port Saint Lucie FL 34952

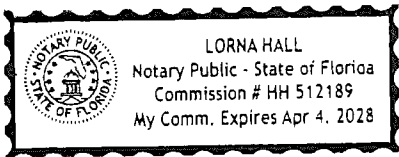
OLEANDER PINES ASSOCIATION, INC.

By: 
Joseph W. Vaught, III President

STATE OF FLORIDA
COUNTY OF Port Saint Lucie

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [] physical presence or [] online notarization, by Joseph W Velazquez, as President of Oleander Pines Association, Inc., [] who is personally known to me, or [☒] who has produced Florida Driver License V230 449 446 45 as identification on September 4, 2024.

Notarial Seal



Kare
Notary Public
Print Name: Lorna Hall
My Commission Expires: April 4, 2028

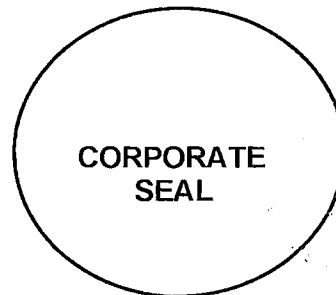
WITNESSES AS TO SECRETARY:

OLEANDER PINES ASSOCIATION, INC.

Lorna Hall - Kare
Print Name: Lorna Hall
Address: 8351 S US1 Highway
Port St. Lucie FL 34952

By: Lisa Brazaitis
LISA BRAZAITIS, Secretary

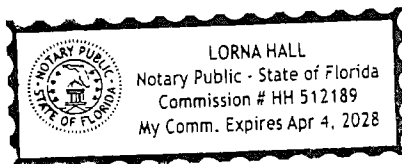
Ramon Benache
Print Name: Ramon Benache
Address: 8351 S. US Hwy 1
Port St. Lucie FL 34952



STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [] physical presence or [] online notarization, by LISA BRAZAITIS, as Secretary of Oleander Pines Association, Inc., [☒] who is personally known to me, or [] who has produced FL DL B623520607510 as identification on September 4, 2024.

Notarial Seal



Kare
Notary Public
Print Name: Lorna Hall
My Commission Expires: April 4, 2028