

**WINGFIELD NORTH
DECLARATION OF COVENANTS AND RESTRICTIONS**

NOTE: THIS DOCUMENT IS A COMPILATION OF THE PROVISIONS OF THE ORIGINAL RECORDED DECLARATION AND ALL RECORDED AMENDMENTS DESCRIBED BELOW*, AND IS PROVIDED ONLY FOR THE CONVENIENCE OF AND EASE OF USE BY THE RESIDENTS. THIS DOCUMENT HAS NOT BEEN RECORDED AMONG THE PUBLIC RECORDS, AND DOES NOT SUPERSEDE THE ORIGINAL RECORDED DECLARATION AND AMENDMENTS, TO WHICH REFERENCE SHOULD BE MADE FOR ALL LEGAL PURPOSES.

** Original Declaration and Amendments consist of the following documents, all but item (8) below having been recorded among the Public record of Seminole County, Florida:*

(1) Wingfield North Declaration of Covenants and Restrictions dated 10/26/81 and recorded in OR Book 1373, Page 3;

(2) Amendment to Declaration of Covenants and Restrictions Wingfield North dated 2/19/82 and recorded in OR Book 1382, Page 505;

(3) Amendment and Supplement to Declaration of Covenants and Restrictions on Wingfield North as Amended to include Wingfield North Phase 11 dated 11/10/87 and recorded in OR Book 1912, Page 678;

(4) Amendment to Declaration of Covenants and Restrictions on Wingfield North as Amended and Amendment to include Wingfield North Phase 11 dated 12/21/87 and recorded in OR Book 1916, Page 392;

(5) Certificate of Amendment to Wingfield North Declaration of Covenants and Restrictions dated 7/17/91 and recorded in OR Book 2332, Page 1752; and

(6) Certificate of Amendment Wingfield North Declaration of Declaration of Covenants and Restrictions dated 12/22/00 and recorded in OR Book 4013, Page 0501);

(7) Certificate of Amendment to Wingfield North Declaration of Covenants and Restrictions dated 2/6/09 and recorded in OR Book 7137, Page 781); and

(8) Amended Planning and Preservation Criteria adopted by the Architectural Review Board and the Board of Directors of the Association on June 20, 2011.

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions (“Declaration”) is made and entered into this 26th day of October, 1981, by WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, hereinafter referred to as “Developer”.

W I T N E S S E T H :

WHEREAS, the Developer is the owner of the real property described as The Property in Article I of this Declaration and desires to create thereon a residential community with open spaces, and other common facilities for the benefit of said community; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of the street, lights, landscaping, open spaces and other common facilities; and, to this end, desires to subject The Property to the covenants, restrictions, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of the Subject Property and each Owner thereof; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC., the purpose of which will be to exercise the functions aforesaid for the Subject Property;

NOW THEREFORE, the Developer declares that the real property described as The Property in Article I hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC .

(b) "Common Property" shall mean and refer to those areas of land shown on the recorded subdivision plat of The Property intended to be devoted to the common use and enjoyments of the owners of The Property and in addition the Common Property shall also include (1) Tract A designated as conservation area, (2) Tract B designated as landscape easement, and (3) those areas designated as private streets.*

* NOTE: Per Amendment and Supplement to Declaration of Covenants and Restrictions of Wingfield North as amended to include Wingfield North, Phase II, executed November 10, 1987. Tracts A, B, C, D, and E as shown on the plat of Wingfield North, Phase II are added to the common property, as defined herein.

(c) "Lot" shall mean and refer to any plot of land shown on the recorded subdivision plat of The Property, with the exception of Common Property heretofore defined. The word "Lot" shall also include the Living Unit located thereon when a house has been constructed on the Lot.

(d) "Living Unit" shall mean and refer to any single family structure situated upon The Property designed and intended for use and occupancy as a residence by a single family.

(e) "Owner" shall mean and refer to the record owner, and including purchasers under recorded Agreement for Deeds, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Property as hereafter defined in Paragraph (g) of this section, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1 hereof.

(g) "The Property" shall mean and refer to WINGFIELD NORTH, according to the plat thereof recorded in Plat Book 26, Pages 18 and 19, Public Records of Seminole County, Florida, and all of WINGFIELD NORTH, PHASE II, according to the plat thereof, as recorded in Plat Book 38 , Pages 44, 45 and 46, Public Records of Seminole County, Florida and such other property as may be added thereto as hereinafter provided.

(h) "Developer" shall mean and refer to WINGFIELD DEVELOPMENT COMPANY, or whoever it designates.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY

Section 1. Property Subject to Declaration. The Property is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to the Property. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future Stages of the development, whether or not such additional properties are contiguous to existing property in the development. Additional land may become subject to this Declaration by recordation of additional Declarations containing essentially the same substance as the instant Declaration in the sole discretion of Developer, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Any subsequent Declaration of Covenants and Restrictions shall interlock all rights of members of the Association to the end that all rights resulting to members of the Homeowners'

Association shall be uniform as between all Phases of Wingfield North. Such supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and increased costs and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the subject property.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as will be provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration upon The Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Property, except as herein provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as a security for the performance of any obligation shall be a Member.

Section 2. Voting Rights. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person or entity holds such interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Use of Common Property. Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Reserved.

Section 3. Extent of Members' Rights. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Property, and in aid thereof, to mortgage said property. In the event of a default upon any such mortgage the lender shall have a

right (1) to take possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties returned to the Association and all rights of the Members hereunder shall be fully restored, or (2) to foreclose the mortgage and have the Common Property sold at a foreclosure sale; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Property; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless written notice of the proposed dedication or transfer and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken, and unless two-thirds (2/3) of the votes of the membership have been recorded, agreeing to such dedication, transfer, purpose or condition.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot hereby covenants and agrees to pay the Association: (1) Transfer Assessment; (2) Annual Assessment or charges; and (3) Special Assessments for Capital Improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The transfer, annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of properties, services and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed or furnished, which are devoted to the purpose and related to the use and

enjoyment of the Common Property and of the homes situated upon The Property, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways;
- (c) Maintenance, improvement and operation of drainage easements and systems;
- (d) Maintenance, improvement and operation of any private streets or rights-of-way for the benefit of The Property;
- (e) Management, maintenance, improvement and beautification of lakes, ponds, buffer strips, and recreation areas and facilities and all other Common Property, and improvements thereof;
- (f) Garbage collection and trash and rubbish removal, but only when and to the extent specifically authorized by the Association;
- (g) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;
- (h) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association;
- (i) Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes;
- (j) Doing any other thing necessary or desirable, in the judgment of the Association, to keep The Property neat and attractive or to preserve or enhance the value of The Property, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners;
- (k) The Association shall have the duty of maintaining the Common Property and private streets and islands in street right-of-ways in the subdivision, and keeping same neat and attractive.

Section 3. Transfer, Annual, and Special Assessments.

(a) Transfer Assessment. A Transfer Assessment of One Thousand Five Hundred Dollars (\$1,500.00) per lot shall be paid by all Purchasers whenever a lot is transferred to a new owner. The transfer assessment shall be paid upon each conveyance of a Lot. The transfer assessment shall be paid by each new Owner directly to the Association.

(b) Annual Assessment. An Annual Assessment on each Lot in the amount of One Thousand Four Hundred Thirty Dollars (\$1,430.00) per Lot shall be paid to the Association in semi-annual installments, in advance on April 1 and October 1 of each year. This Annual Assessment shall be in addition to the above-mentioned Transfer Assessment. The Developer's first payment after the adoption of this [article] shall be prorated for the period from said date of adoption to the due date of the next semi-annual installment as above set forth. Said assessment shall be paid directly to the Association, to be held in accordance with the above provisions. The Association's Board of Directors may adjust the Annual Assessment after the end of each calendar year, however, the maximum annual assessment may not be increased each year more than twelve percent (12%) above the maximum assessment for the previous year without a vote of the membership as provided for in the next paragraph.

In addition to the foregoing procedure, the Association may change the maximum assessments prospectively for any such period, above the twelve percent (12%) maximum, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations herein shall not apply to any change in the maximum assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof. The votes shall be counted in accordance with Article III, Section 2 hereof.

(c) Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvements upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Votes of those Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(d) Collection Dates for Annual Assessment. Pursuant to Subsection 3(b) of the Declaration, the Annual Assessment on each Lot has been payable to the Association in semi-annual installments, in advance, on April 1 (which applies to the period from January 1 through June 30) and October 1 (which applies to the period from July 1 through December 31) of each year. As such, these installments have been due three (3) months after the beginning of the semi-annual periods to which they apply. In order to ensure the availability to the Association of sufficient operating funds during the first three (3) months of each such semi-annual period, commencing on July 1, 2009 such semi-annual installments shall instead be due at the beginning of the semi-annual periods to which they apply. Accordingly, the semi-annual installments for calendar year 2009 shall be due on April 1, 2009 and July 1, 2009 (instead of October 1, 2009). However, in order to avoid undue hardship to any Owner, the installment due on July 1, 2009 may be paid as late as October 1, 2009 without accruing any interest. All installments payable for the year 2010 and thereafter shall be due on January 1 and July 1 of each year.

Section 4. Quorum for any action requiring a vote of the Membership of the Association under this Article. The quorum required for any action requiring a vote of the Membership of the Association under this Article V shall be as follows:

At the first meeting called, as provided in Section 3 of this Article, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 of this Article, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting,

Section 5. Certificate of Payment. The Association shall upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment. If the Assessments are not paid on the date when due, then said assessments shall become delinquent on that date, and, if not paid within thirty (30) days after such delinquency date, the assessment shall bear interest from the date of delinquency at such rate as shall be determined by the Board of Directors of the Association, not to exceed the highest rate allowed by the laws of the State of Florida. The Association shall have a lien on each Lot for any unpaid assessments, interest accruing thereon, and cost of collection including reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, which lien shall become effective against such Lot and shall bind such Lot in the hands of the ten owner, his heirs, devisees, personal representatives and assigns, upon the recording in the Public Records of Seminole County, Florida, a claim of lien stating the description of the Lot, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. Claims of lien for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property.

The obligation of the Owner on the delinquency date to pay such assessment shall remain his personal obligation for the statutory period even though a Claim of Lien may have been recorded, but said personal obligation shall not pass to his successors in title unless expressly assumed by them. The Association may bring an action at law against said Owner personally obligated on the assessment owed, together with interest, reasonable attorney's fees and cost of collection, in addition to any action to foreclose the Claim of Lien.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereinafter placed upon the Living Unit subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage

foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) All properties to the extent of any easement or other interest therein dedicated and accepted by an local public authority and devoted to public use; (b) All Common Property as defined in Article I, Section 1 hereof; (c) All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration be made to any previous improvement on a Lot until the plans and specifications, prepared by an architectural review board approved architect, licensed and registered in the State of Florida, showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. The Developer has formed a committee known as the "Architectural Review Board", hereinafter referred to as "ARB", consisting of three (3) persons designed by the Developer, including an architect selected by the Developer. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time, the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Lots in The Property. The Board of Directors shall appoint only current members of the Association to the ARB. Neither the Association, the Board of Directors of said Association, nor the Members of the Association, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein set forth as three (3) members. A quorum of the ARB shall be two (2) members. No decision of the ARB shall be binding without a quorum present and a 2/3 affirmative vote of the Members.

Section 2. Planning Criteria. The Developer, in order to give guidelines to Owners concerning construction and maintenance of Living Units, hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING AND PRESERVATION CRITERIA ("Planning Criteria"), for the Property, a Copy of which is attached as Exhibit "A". The Developer declares that The Property shall be held, transferred, sold, conveyed and occupied

subject to the Planning Criteria set forth on Exhibit "A", as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) To amend from time to time the Planning Criteria. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of the Association. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of the Declaration;

(b) To approve all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon The Property and to approve any exterior additions to or changes or alterations therein. For any of the above ARB shall be furnished plans and specifications prepared by an Architectural Review Board, approved architect or contractor licensed and registered in the State of Florida showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(c) To approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc., is not consistent with the development plan formulated by the Developer of The Property or contiguous lands thereto;

(d) To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;

(e) To require each builder to submit a set of plans and specifications to ARB, together with a THREE HUNDRED AND NO/100 DOLLARS (\$300.00) fee prior to applying for a commitment for construction financing and/or obtaining a building permit which set of plans and specifications shall be come the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals of plans or specifications must be evidenced by the signature of the Chairman or Vice-Chairman of the ARB on the plans or specifications furnished. The existence of the signatures of the Chairman or Vice-chairman of the ARB on any plans or specifications shall be conclusive proof of the approval by the ARB of such plans and/or specifications.

(f) In addition to the ARB, the Association shall have the authority, from time to time, to include within the promulgated residential planning criteria other restrictions, or amendments to existing restrictions, regarding such matters as prohibitions against window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and plan structures, swimming pools, sight distance at intersections, utility connections and television antennas, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, they shall become binding and shall be given the same force and effect as the restrictions set forth

herein until the ARB modifies, changes or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

(g) To determine on a case-by-case basis whether either plans, specifications and/or results of a project submitted for review and approval should be evaluated by an ARB approved architect and if so, to require that the homeowner presenting such plans submit a fee equal to that charged by the architect to review submitted plans but not to exceed \$400. The conclusion and opinion of the ARB shall be binding.

(h) To inspect improvements during and after construction to determine that the work is completed in a timely manner, and is in compliance with the approved application.

Section 4. Enforcement of Planning Criteria. In addition to the other duties set forth above, the ARB, along with the Association shall have the right and obligation to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB or the Association. Should any Owner fail to comply with the requirements of Article III, Paragraph 8 of the Planning Criteria for Architectural Review Board, attached hereto as Exhibit "A" as amended, regarding signs after five (5) days written notice or should any Owner fail to comply with any of the other requirements of these Covenants and Restrictions as amended or of the Planning Criteria attached as Exhibit "A" as amended after thirty (30) days written notice, the ARB and/or [the Association] shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Should the ARB and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceeding, shall be collectible from the Owner. The ARB, the Association, or its agents or employees shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the ARB or the Association.

Section 5. Preparation of Plans and Specifications. All plans and specifications required or provided for herein and/or in the Planning Criteria, shall be prepared by an architect approved by the Architectural Review Board and licensed and registered in the State of Florida.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance of the Common Property, the Association shall have the right to provide exterior maintenance upon any vacant Lot, subject, however, to the following provisions. Prior to performing any maintenance on a vacant Lot, the Board of Directors of the Association shall determine that said property is in need of maintenance and is detracting from the overall appearance of The Property. Prior to commencement of any maintenance work on a Lot, the Board of Directors must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified maintenance is performed within said thirty (30) day period the Board of Directors shall cause said necessary maintenance

to be performed and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Board of Directors shall have the right to enter in or upon any such Lot or to hire personnel to do so to perform such necessary maintenance as is so specified in the above written notice. In this connection the Board of Directors shall have the right to mow and clean said Lot and care for trees, shrubs, grass, walks and remove trash, garbage, and unsightly weeds, trees, shrubbery and other material and such other maintenance as it shall reasonably deem necessary.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof; and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof.

ARTICLE VIII

RESTRICTIVE COVENANTS

The Subject Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Subject Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

1. Land Use.

(a) No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without prior approval thereof by the ARB as hereinabove set forth. There shall be but one house per Lot. No Owner may subdivide his Lot.

(b) No obnoxious or offensive activity shall be carried on upon any Lot or Living Unit nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

(c) No Lot or Living Unit shall be used for keeping or breeding of horses, poultry, or livestock animals of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. All pets must be kept inside the house or on a leash, or within a fenced area. Doghouses, if any, must be located in the back yard and must not be visible from the street.

(d) As long as the Developer owns a Lot in the subdivision, the Developer may place and maintain a sales office within the subdivision for use by the Developer, and the sales agents or brokers designated by the Developer, anything to the contrary in these Covenants and Restrictions and the Planning Criteria notwithstanding.

(e) As long as the Developer owns more than one (1) Lot in the subdivision (WINGFIELD NORTH and any additions thereto), the Developer may authorize a builder who agrees to purchase and purchases more than one (1) Lot to construct a model home and operate a

sales center on one of the Lots so purchased and use it for such purposes as long as such builder purchaser shall have at least one (1) inventory home continuously under construction at all times or completed and unsold. Such builder purchaser shall have the right to advertise and promote the model center subject to such terms and restrictions as shall be approved by the Developer and as shall not be otherwise prohibited by those Covenants and Restrictions or by the ARB and the Planning Criteria set forth in Exhibit "A" attached to these Covenants and Restrictions as amended from time to time. At such time as the home shall cease to be used as a model home and sales center, the many special provisions for parking, fencing, advertising, promotion, etc. to facilitate its use as a model home and sales center granted by ARB and the Developer shall terminate and the Builder shall immediately bring the home into full conformity with all requirements of these Covenants and Restrictions and the Planning Criteria for a single family residence.

2. Dwelling Quality and Size.

Each single-family dwelling shall be located on a Lot or parcel of land having a land area of not less than one (1) acre and a minimum width of 150 feet at the building line. Said dwelling shall occupy a floor area of at least 3,000 square feet of actual and fully enclosed building, exclusive of garages, unglazed porches, unroofed screen patios, loggias or similar spaces, and exclusive of any accessory building.

3. Building Location.

(a) Front yards shall not be less than 70 feet in depth measured from the front property line to the front of any building structure, unless otherwise approved by ARB.

(b) Rear yards shall not be less than 30 feet in depth measured from the rear property line to the rear of any building structure, exclusive of unenclosed and unscreened pool or patio.

(c) Side yards shall be provided on each side of every dwelling structure of not less than 20 feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of 70 feet on the front and 70 feet on the side unless otherwise approved by ARB.

4. Building Height.

No building shall exceed 35 feet in height.

5. Driveway.

All driveways, motor courts, parking areas and the like shall be hard surfaced.

6. Landscaping.

A landscaping plan for each home must be prepared by a Landscape Architect registered in the State of Florida and be submitted to and approved by the ARB.

(a) Except for the area in which a home, pool, tennis court, road, driveway, walkway, shrubbery, or ground cover approved by ARB exists, the entire area of a Lot extending from the front Lot line to a line parallel to the front Lot line and extending from the rear-most wall of a home must be sodded, and the remainder either sodded or seeded with grass suitable for a lawn, and the grass must be kept neatly mowed. The area from the front Lot line to the edge of road pavement or curb shall also be sodded and kept neatly mowed. No type of Bahia grass shall be used.

(b) Wood mulch must be used in any areas on each Lot around shrubs and trees, unless the area up to the base of the shrub or tree is sodded.

(c) A satisfactory sprinkler, irrigation or watering system for all grassed areas must be provided and installed on each Lot.

7. Boats and Water Craft.

No boat, canoe, raft, water craft, floating vessel or floating device of any kind shall be launched, placed upon, used or allowed to remain upon Tract A or any lake, water course, drainage retention area or water conversation area in said subdivision, except such as may be necessary for the proper maintenance of such areas by duly authorized persons.

8. Construction to be by Licensed Builder.

All Buildings constructed on any lot and any structural additions or alterations thereto shall be constructed by a licensed Builder approved by the Architectural Review Board.

9. Motor Vehicles.

No unregistered, unlicensed nor untagged motor vehicles are allowed on common property or streets. No unlicensed drivers, per Florida Statutes, shall be allowed to operate a motor vehicle anywhere within The Property. (Motorized wheelchairs are specifically excluded from the term “motor vehicles” for the purposes of this covenant.)

ARTICLE IX

AMENDMENT BY DEVELOPER

As long as it shall own any portion of the property covered by these Covenants and Restrictions or any additions thereto as provided in Article II, the Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional Covenants and Restrictions applicable to The Property which do not lower standards of the Covenants and Restrictions herein contained, and (c) to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating to) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation. After Developer shall no longer own any portion of the property covered by these Covenants and Restrictions, or any

addition thereto, as provided in Article II, the all rights given the Developer in this Article may be exercised by the Association.

ARTICLE X

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Association, may impose any additional covenants or restrictions on any part of The Property.

ARTICLE XI

AMENDMENT

Except as to provisions relating to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The Owners may change or amend any provision hereof, except as above mentioned, in whole or in part:

A. Having fifty-one percent (51%) of all owners vote in favor of said amendment(s) at any regular or special meeting called for this purpose. The voting rights shall be as provided for in the Articles of Incorporation and By-Laws of the Association, with votes being cast either in person or by proxy and with votes being cast by the voting representative for each lot as provided for in said Articles and By-Laws; or

B. By the owners of fifty-one percent (51%) of the lots executing a written instrument in recordable form setting forth such amendment, which instrument shall only require the signature of one owner from each lot, whether the lot is owned by tenants by the entirety or otherwise. All such amendments shall be duly recorded in the Public Records of Seminole County, Florida. A proposed amendment may be instituted by the ARB, the Association, or by petition signed by fifteen percent (15%) of the then Owners. A written copy of the proposed amendment shall be furnished to each Owner at least twenty (20) days but not more than sixty (60) days prior to a designated meeting to discuss and/or vote on such particular amendments. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

ARTICLE XII

DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article XI hereinabove set forth. These covenants, provisions and restrictions may be terminated in the same manner set forth for amendments in Article XI.

ARTICLE XIII

ENFORCEABILITY

Section 1. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for an Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. Should an Owner and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of any Owner or the Association, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 1-A. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants or employees, to comply with any covenant, restriction, rule or regulations, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged violation or violations. Included in the notice shall be the date and time of a meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed at least six (6) days' notice of such meeting shall be given.

(b) Hearing: The alleged, noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is in question, the Board shall appoint three (3) impartial Members to a special hearing panel.

(c) Penalties: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner for one time violations or violations which are of a continuing nature in an amount not in excess of Two Thousand Five Hundred Dollars (\$2,500.00).

(d) Fines may be imposed as "one time" fines or may be imposed using a "daily amount".

(e) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(g) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 2. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the record of the Association at the time of such mailing.

Section 4. In addition to the other rights as set forth above, the ARB, the Developer and/or the Board of Directors of the Association shall have the right to enter upon any lot, make such corrections or modifications as are necessary or remove anything in violation of the provisions hereof or the Planning Criteria and charge the cost thereto to the Owner after five (5) days written notice of violation of the sign provisions contained in Article 3, Paragraph 8 of the Planning Criteria or after thirty (30) days written notice of violation of any other Covenant or Restriction or Planning Criteria.

IN WITNESS WHEREOF, WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, has caused these presents to be signed in its name by its President, and its corporate seal to be affixed the day and year first above written.

Witnesses:

WINGFIELD DEVELOPMENT COMPANY

By: _____

President

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared well known to me to be the president of WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, and that he/she acknowledged executing the aforesaid instrument in the presence of subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this __ day of _____, 1996.

NOTARY PUBLIC
State of Florida
My commission expires: _____

EXHIBIT "A"
WINGFIELD NORTH
PLANNING AND PRESERVATION CRITERIA FOR THE
ARCHITECTURAL REVIEW BOARD

WHEREAS, the Declaration of Covenants and Restrictions for Wingfield North to which this Exhibit "A" is attached, provides that the Developer form a committee to be known as the Architectural Review Board, hereinafter referred to as the "ARB"; and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions provides that said committee shall promulgate from time to time residential planning criteria for the properties which criteria are to be set forth in writing and made known to all prospective owners of the WINGFIELD NORTH HOMEOWNER'S ASSOCIATION, INC. (the "Association");

NOW, THEREFORE, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions, the ARB does hereby promulgate the following residential planning criteria (the "Planning Criteria"), which Planning Criteria have been approved by the Association.

ARTICLE I.
GENERAL CONDITIONS

1. LOCAL CODES:

It is the responsibility of the Owner and its Builder and Architect to abide by all applicable Governmental Codes and Regulations. It will be the understanding by the ARB that all final plans will be in compliance with such codes.

2. APPROVAL OF PLANS:

All homes built in Wingfield North must be approved by the Architectural Review Board (ARB) for site location, floor plan, materials, color, etc., before permits are obtained or construction started.

3. FOUNDATION:

As soon as a foundation survey is obtained, a copy is to be forwarded to the ARB. No foundation for a building shall be poured unless the same complies with the site plan approved by the ARB.

4. SITE TREATMENT:

The title holder agrees to maintain the property in a clean and sanitary condition at all times and throughout any period of construction. The title holder shall at all times maintain said

property in an aesthetically attractive appearance, removing from said property all debris, dead growth and fallen vegetation. This maintenance requirement shall extend to and include any portion of the right-of-way adjoining the Lot that is located between the Lot line and the nearest edge of the asphalt pavement within such right-of-way, and shall specifically include the cleaning of any concrete sidewalk and any concrete curb and/or gutter therein, but shall not include repairs to any such sidewalk, curb or gutter (which repairs shall be the responsibility of the Association, unless the need for repairs is caused by an Owner or the Owner's contractor or invitee, in which case the applicable Owner shall be responsible for repairs). If after thirty (30) days notice, the title holder has not proceeded to clean said property as aforesaid and to do what is necessary to cause the same to present an aesthetically attractive appearance, the ARB, or its assigns, reserves the right to enter upon the premises to do the work necessary and charge the cost thereof to the title holder and if said cost thereof is not paid within thirty (30) days after sending the bill to the title holder, then the amount so billed shall bear interest from the day of the delinquency at the highest rate allowed by the laws of the State of Florida, and a claim of lien may be filed for said amount plus interest and cost of collection, including reasonable attorney's fees, incident to the collection of all sums due and the enforcement of said liens may be filed and such lien shall continue in effect against property until all sums secured by the lien shall have been fully paid.

ARTICLE II. BUILDING REQUIREMENTS

1. DWELLING QUALITY AND SIZE:

Each single-family dwelling shall be located on a Lot or parcel of land having a land area of not less than one (1) acre and a minimum width of 150 feet at the building line. Said dwelling shall occupy a floor area of a least 3,000 square feet of actual and fully enclosed building, exclusive of garages, unglazed porches, unroofed screen patios, loggias or similar spaced, and exclusive of any accessory building.

2. BUILDING LOCATION:

(a) Front yards shall not be less than 70 feet in depth measured from the front property line to the front of any building structure, unless otherwise approved by ARB.

(b) Rear yards shall not be less than 30 feet in depth measured from the rear property line to the rear of any building structure, exclusive of pool or patio.

(c) Side yards shall be provided on each side of every dwelling structure of not less than 20 feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of 70 feet on the front and 70 feet on the side unless otherwise approved by ARB.

3. BUILDING HEIGHT:

No building shall exceed 35 feet in height.

4. DETACHED STRUCTURES:

Unless approved by the ARB as to use, location, appearance and architectural design, no garage, tool, storage room, storage shed or other detached structure may be constructed on any Lot.

5. EXTERIOR BUILDING MATERIALS:

The ARB shall have final approval of all exterior building materials.

6. EXTERIOR COLOR PLAN:

The ARB shall have final approval of the exterior color plan and each building must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc.

7. TEMPORARY STRUCTURE:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently, except for temporary structures that may be used on Lots as sales offices during the development of Wingfield North.

8. ROOFS:

Flat roofs shall not be permitted on areas other than Florida Rooms, porches and patios, unless specifically approved by ARB. All pitched roofs must have a minimum 5/12 slope unless a lesser minimum slope is approved by ARB. The composition of all pitched roofs shall be tile, asbestos shingle, concrete construction, cedar shake shingle, slate construction, or composition approved by ARB. Asphalt shingle or fiberglass shingle shall not be approved.

9. GARAGES:

No carports shall be permitted without ARB approval. Each Living Unit shall include a garage which shall have a minimum width of twenty-two (22) feet for a two-car garage; thirty-three (33) feet for a three-car garage; or forty-four (44) feet for a four-car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage or two (2) sixteen (16) feet doors for a four-car garage, or two, three, or four individual overhead doors, each a minimum of eight (8) feet in width, and a service door. All garage doors, regardless of location, must be equipped with an automatic opener with remote control locations in the car and in the interior of the garage. All garages and garage doors must be maintained in useable condition. Entrance to all garages must be on the side or rear of the Lot and no garage entrances shall open to the front of the Lot. No garage shall be converted to living space or to any other use unless a substitute garage is added which meets the requirements of the Declaration and Planning Criteria and has been approved by ARB.

10. VEHICLE PARKING & REPAIR:

No commercial motor vehicles of any kind (i.e., vehicles containing commercial signage or lettering, or vehicles in which or on which commercial materials, construction materials or

tools are visible), nor any trucks larger than 2-ton pickup trucks, shall be permitted to be parked on any Lot for a period of more than four hours unless the same is either (i) present and necessary in the performance of construction, repair or maintenance activities involving the Lot or improvements thereon, or (ii) parked in an enclosed garage. No motor vehicles of any kind shall be permitted to be parked on any Lot except on an impervious surface (driveway, garage apron, etc.) intended for the parking of motor vehicles, it being intended that in no event shall any vehicles be parked in grassed or landscaped areas. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicles being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision; provided, however, this provision shall not apply to any such vehicles being repaired in an enclosed garage. All vehicles shall have current license plates. No so-called "monster truck," house travel trailer, camper, boat trailer, boats, or the like, shall be placed on a Lot at any time, either temporarily or permanently, unless completely hidden from public view and any neighboring residence. The term "monster truck" is intended to encompass any pickup truck, sport utility vehicle or other motor vehicle which is modified or purposely built with large wheels and high suspension. Whether any particular vehicle constitutes a monster truck for the purposes of this Section shall be determined by the ARB, in its discretion. Pursuant to the authority granted in Article VI, Section 4 and Article VII, Section 1 of the Declaration, the ARB and/or the Association is entitled to cause any motor vehicle which is in violation of this Section to be towed away and removed from Wingfield North upon thirty (30) days prior written notice to the Owner on whose Lot the vehicle is located, all at the Owner's expense and without liability to the ARB or the Association. The cost of such towing and removal shall be assessed against the Owner of the Lot on which the vehicle was located under Article VII, Section 2 of the Declaration. Should the ARB or the Association give any such notice of a violation which is cured by the Owner following receipt of the notice but which later recurs, it shall not be necessary for the ARB or the Association to give a subsequent notice of the recurrence before taking remedial action. Following any such recurrence, the ARB and/or the Association shall be entitled to cause the offending vehicle to be towed immediately without further notice, in reliance on the first notice given.

11. FENCING AND SCREENING:

The design, composition, location, and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. No new wood or chain link fences will be approved nor allowed to be built as of January 1, 2000. Wood fences installed before that date and stucco walls must be painted on both sides, and maintained properly on an ongoing basis by the Owner of the Lot on which they stand.

12. AIR CONDITIONING UNITS:

No window or through-the-wall air conditioning units will be permitted without approval of the ARB. Central air conditioning equipment must not be visible from a public street or any neighboring residence.

13. MAILBOXES:

No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. Once erected, the same shall be maintained in a clean and aesthetically attractive appearance, and shall not be allowed to lean or tilt to any extent deemed inappropriate by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall agree to make delivery to wall receptacles attached to the residence, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed with wall receptacles attached to the residence.

14. CLOTHESLINES:

All clotheslines shall be placed at rear of and within the area encompassed by a rearward extension of the side lines of said dwelling and shall be completely hidden from public view and any neighboring residence.

15. TELEVISION ANTENNAS; SATELLITE DISHES:

No T.V. antennas or satellite dishes may be erected and maintained on a Lot except to the extent expressly permitted by applicable regulations of the Federal Communications Commission. Any such TV antenna and/or satellite dish shall not be placed in a location which is exposed to view from any front or side street or from any adjoining property, except that this location restriction shall not apply to the extent that its application would unreasonably delay or prevent installation, maintenance or use of the antenna and/or dish, unreasonably increase the cost of installation, maintenance or use of the antenna and/or dish, or preclude reception of an acceptable quality signal on the antenna and/or dish.

16. OUTSIDE INSTALLATIONS:

No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot. No outside antenna for radio or television shall be constructed, erected, or maintained at any time, except as provided in Article II, Paragraph 15 above.

17. CHIMNEYS:

All chimneys shall be of masonry construction. All chimney caps must be approved by ARB.

18. WATER WELLS AND EQUIPMENT:

All above-ground motors, tanks and other equipment used for irrigation purposes or for any other purpose shall be placed at the rear of and within the area encompassed by a rearward extension of the side line of said dwelling and shall be completely hidden from public view and any neighboring residence.

19. HEATING AND AIR CONDITIONING:

The installation and use of water to air type heat pump systems shall not be allowed unless all discharge materials are retained on the Lot upon which the equipment is installed.

ARTICLE III.
SITE DEVELOPMENT

1. DRIVEWAY AND WALKWAY CONSTRUCTION:

All dwellings shall have a driveway of at least 16 feet in width at the entrance to the garage. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion in accordance with plans and specifications provided by the Developer. All driveways and walkways shall be composed of either (i) standard grey concrete, (ii) pavers or other materials approved by the ARB as to color, composition and appearance, or (iii) a combination thereof approved by the ARB. Asphalt, gravel, rock, mulch and dirt driveways or walkways are not permitted, except that gravel, rock and mulch walkways are permitted subject to ARB approval in areas which are not visible from any street. No coatings, finishes or colors shall be applied to the surface of any driveway or walkway without prior ARB approval as to color, composition and appearance.

2. SWIMMING POOLS AND TENNIS COURTS:

Any swimming pool or tennis court to be constructed on any Lot shall be subject to requirements of the ARB, which include, but are not limited to, the following:

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction.

(b) The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the house, unless approved by the ARB.

(c) Screening of pool area may not stand beyond a line extended and aligned with the side walls of the side walls of the house, unless approved by the ARB.

(d) Location and construction of tennis or other hard surface courts to be approved by the ARB.

3. GAMES AND PLAY STRUCTURES:

All basketball backboards and any other fixed or portable games and play structures shall be subject to prior ARB approval and shall be located at the side or rear of the dwelling, or on the inside portion of the corner Lots within the set back lines. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the residence constructed thereon.

4. LANDSCAPING:

A landscaping plan for each home must be prepared by a Landscape Architect registered in the State of Florida or other appropriate professional approved by the ARB and be submitted

to and approved by the ARB. All landscaping maintenance and/or relationship of Lots will be subject to the original landscape covenants, restrictions and standards.

(a) Except for the area in which a home, pool, tennis court, road, driveway, walkway, shrubbery, or ground cover approved by ARB exists, the entire area of a Lot extending from a line parallel to the front Lot line and extending from the rear-most wall of a home must be sodded, and the remainder either sodded or seeded with grass suitable for a lawn, and the grass must be kept neatly mowed. The area from the front Lot line to the edge of road pavement or curb shall also be sodded and kept neatly mowed. No type of Bahia grass shall be used except within the Association's non-irrigated common areas and within that portion of any Lot encumbered by the 100-foot wide Florida Power Corporation (now Progress Energy Florida) transmission line easement along the boundary line between Phase 1 and Phase 2 of WINGFIELD NORTH.

(b) Wood mulch or pine straw must be used in any areas on each Lot around shrubs and trees, unless the area up to the base of the shrub or tree is sodded.

(c) A satisfactory sprinkler, irrigation or watering system for all grassed areas must be provided and installed on each Lot.

(d) Except for the area in which a home, pool, tennis court, road, driveway or walkway exists, the area of a Lot extending from the front Lot line to a line parallel to the front Lot line and extending from the rear-most wall of a home shall be referred to as the Net Planting Area. Twenty (20) percent of the Net Planting Area must be planted at all times with shrubbery or ARB approved ground cover unless otherwise approved by ARB. In addition, the Net Planting Area must be planted with specimen trees a minimum of twelve (12) to sixteen (16) feet in height and four (4) to four and one-half (4-1/2) inch caliper in size, the minimum number of which to be equal to one (1) tree per 1,200 square feet of the Net Planting Area, to include all existing specimen trees within the Net Planting Area. When a dwelling unit is first constructed on a vacant Lot, in no case shall the total cost of the landscaping improvements be less than five (5) per cent of the total cost of the Lot, home, and all improvements, unless otherwise approved by the ARB.

(e) Landscape and hardscape maintenance activities that generate loud noise, such as but not limited to the use of equipment powered by gasoline engines (e.g., mowers, blowers, trimmers, chain saws and pressure washers), may not be conducted by any Owner or by any Owner's contractor before 7:30 a.m. Monday through Saturday, nor may such activities be conducted by any Owner's contractor at any time on Sunday (although an Owner may conduct such activities after 7:30 am on Sunday).

5. REMOVAL OF TREES:

In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them into his landscaping plan. No trees of four inches in diameter or greater as measured at a height of one foot above natural grade can be cut or removed (whether or not in connection with the construction of improvements on the Lot) without approval of the ARB, which approval may be given when

such removal is necessary for the construction of improvements approved by the ARB, or on account of dead or diseased trees, or on account of tree branches or root systems interfering with existing improvements (including but not limited to septic systems and/or drain fields), or for other reasons deemed reasonable and appropriate by the ARB. In those cases where the ARB approves the removal of trees for any reason, the ARB may condition such approval on the installation by the Owner elsewhere on the Lot of replacement trees of a size, type and number approved by the ARB.

6. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sightline limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

7. LAND NEAR PARKS AND WATER COURSES:

No building shall be placed nor shall any material or refuse be placed or stored on any Lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. No boat landings, docks, piers, or mooring posts shall be permitted without approval by the ARB. No swimming or boating shall be permitted in any water body, except incident to the maintenance of the water body (or any improvement therein) by the Association.

No Lot shall be increased in size by filling in the waters on which it abuts. The grade and/or elevation of a Lot will not be changed so as to adversely affect the surface drainage of the surrounding Lots. No Owner shall be permitted to change the direction or obstruct or retard the flow of drainage within Wingfield North, nor alter or remove any berm and/or swale, nor alter or remove any drainage facilities installed within easements held by the Association, nor divert any stormwater over, under, through or around any berm or swale, including but not limited to those alterations caused by the Owner's landscaping or sodding. No filling in front of any Lot or construction of any sea wall shall be permitted without approval from the ARB.

No sewage outflow facilities on the Lot shall be placed or emptied in or upon the shoreline or waters of any lakes or waterways, or in or upon any drainage easements.

8. SIGNS:

No sign of any kind shall be displayed to the public view on any Lot or on any structure or in the window of any structure on any Lot unless approved by the ARB, and then only for the purposes of advertising the house and Lot for sale during and after construction of the house or for the purposes set forth in Article VIII, Paragraph 1, Sub-Paragraph (e) of the Covenants and Restrictions. After the sale of the house by the builder who constructed it, no "for sale" signs of any kind shall be displayed to the public view on any Lot or on any structure or in the window of

any structure on any Lot, for any purpose including the resale of the Lot by the then owner. Notwithstanding the foregoing, any Owner shall be entitled to erect up to four (4) customary commercial warning or notice signs (one each facing outwards from the front, sides and rear of the Improvements), evidencing that the premises are protected by an alarm system or security monitoring service, so long as each sign is no larger than 14 inches by 14 inches and is placed within five (5) feet of the dwelling unit, patio or pool enclosure, etc..

9. SIDEWALKS:

A five (5) foot concrete sidewalk shall be constructed within the road right-of-way on, on Lots 10 through 13, 25, 26 and 56 through 62 in Wingfield North and on Lots 13 through 34 of Wingfield North, Phase II, by the owners thereof in accordance with the requirements of ARB prior to final completion of the living unit. It shall be the responsibility of the Owner of each Lot within Wingfield North to periodically clean, so as to be reasonably free from the accumulation of mold, mildew and grime: (i) any sidewalk located within the road right of way adjoining such Owner's Lot between the edge of the asphalt pavement and the Lot line, and (ii) any concrete gutter and curb installed along the edge of the road right(s)-of-way adjoining such Owner's Lot, between the edge of the asphalt pavement and the Lot line. The Association shall retain responsibility for cleaning any sidewalk, concrete gutter and/or curb within Wingfield North which is not the responsibility of the Owner of a Lot pursuant to this Section

10. IMPACTS ON COMMON AREAS:

In no event shall any Owner performing construction, renovation, landscaping or other activities on or about such Owner's Lot (i) alter, interfere with or damage any of the common areas (including but not limited to easements) of the Association or any improvements therein or thereon, or (ii) obstruct, divert or alter the flow of drainage within Wingfield North (whether on the Owner's Lot or elsewhere within Wingfield North). Should any of the foregoing occur, the Owner shall be responsible for the cost of any necessary restoration or repair. Should the Owner fail to do so within (30) days following delivery of written notice from the ARB and/or Association, pursuant to the authority granted in Article VI, Section 4 and Article VII, Section 1 of the Declaration, the ARB and/or the Association shall be entitled to perform such restoration and/or repair at the Owner's expense and without liability to the ARB or the Association. The cost of such restoration and/or repair shall be assessed against the Owner under Article VII, Section 2 of the Declaration.

ARTICLE IV.
UTILITIES AND SERVICES

1. UTILITY CONNECTIONS:

All house connections for all utilities including, but not limited to, water, sewage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing authorities.

2. GARBAGE AND TRASH DISPOSAL:

No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste, whether during a period of construction, occupation, renovation or otherwise. During periods of construction or renovation, all construction waste and debris shall be placed in dumpsters or other containers on the applicable Lot which are promptly emptied when filled, and promptly removed at the end of the construction or renovation. In no event shall any Owner deposit or allow to be deposited any trash or debris on the common areas of the Association. All household trash, garbage, and other waste shall at all times be kept in sanitary containers which are covered, locked or closed to prevent access by bears, raccoons and other scavenging animals. Except during pickup (when required to be placed at the curb), all containers shall be kept within an enclosure or underground receptacle which the ARB shall require to be constructed with each home, which enclosures shall be located out of sight from the front or side streets. Accordingly, no empty trash, garbage and other waste receptacles shall be allowed to remain at the street beyond the end of the day of pickup. Any Owner's trash, garbage or waste which is spilled or which is removed from its container(s) by animals shall be promptly cleaned up by the Owner. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

3. STORAGE RECEPTACLES; MOVING TRUCKS/TRAILERS:

No fuel tanks or similar storage receptacles may be exposed to view from front or side streets or adjacent properties, but may be installed within the main dwelling house, within a walled in or screened area, or buried underground, and shall be approved by the ARB prior to construction. No temporary storage containers such as but not limited to so-called "storage pods," nor any moving vans, rental trucks, rental trailers or the like which are used for moving household goods in or out of a dwelling unit, shall be placed or parked on any Lot for a period in excess of five (5) consecutive days.

ARTICLE V. MISCELLANEOUS

1. HOLIDAY DECORATIONS:

Any Owner may display holiday flags and decorations on such Owner's Lot for generally recognized holidays so long as the same are removed within the later of (i) one week after the passing of the holiday, or (ii) the end of the month in which the holiday falls, with the exception of December holiday season decorations, which shall be removed by the following January 15th. American flags may be displayed consistent with Section 720.304, Florida Statutes, as amended from time to time. Seasonal flags may be displayed for the duration of the season.

2. ARB POLICIES, PRACTICES AND PROCEDURES:

The ARB shall be entitled (but not obligated) to adopt and amend from time to time such policies, practices and procedures as it shall find appropriate to administer these Planning Criteria, provide guidance to Owners, and establish criteria used by the ARB to implement the intent and purpose of these Planning Criteria, approve any matter requiring ARB approval hereunder, expound upon any of the terms and provisions of these Planning Criteria, and similar matters. For example, and not by way of limitation, the ARB may adopt and amend from time to

time policies, practices and procedures establishing such things as (i) the criteria subject to which it may agree to (or condition its agreement to) the removal of trees, (ii) the timing for completion of construction, renovation, landscaping and other activities by any Owner when ARB approval is required for the performance of such activities, (iii) the remedies which the ARB may seek to impose for violations of the Declaration and these Planning Criteria, among other things. Notwithstanding the foregoing, no such policy, practice or procedure promulgated by the ARB shall contravene the express terms of the Declaration or these Planning Criteria, nor exceed the authority of the ARB granted in the Declaration or these Planning Criteria, unless the Declaration or these Planning Criteria are first amended to allow same.

3. USE OF COMMON AREAS:

The community's tennis courts are reserved for the use of Owners and their immediate families and tenants while staying at the Owner's residence, as well as guests and invitees of an Owner who are accompanied by a member of the Owner's immediate family while using the facility. No parking is permitted on the common areas of the Association except in the paved parking area provided at the tennis courts. Except when playing tennis, no person shall be entitled park a motor vehicle in the parking area provided at the tennis courts. No overnight parking at the tennis court is permitted. Pursuant to the authority granted in Article VI, Section 4 and Article VII, Section 1 of the Declaration, the ARB and/or the Association is entitled to cause any motor vehicle which is in violation of this Section to be towed away and removed from Wingfield North at the owner's expense and without liability to the ARB or the Association. If the vehicle belongs to the Owner of a Lot or the immediate family, tenant, guest or invitee of an Owner, the cost of such towing and removal shall be assessed against the Owner under Article VII, Section 2 of the Declaration. The ARB may adopt other rules and regulations governing the use of the Association's tennis courts (such as, but not limited to, hours of operation, court reservation procedures, age restrictions on use, etc.) as well as the other common areas of the Association.

4. SOLICITATION:

No solicitation of any kind is permitted within Wingfield North with the sole exception of solicitations by neighborhood children for non-profit fundraising purposes (e.g., scouting, athletic groups, schools, etc.).

5. OTHER:

The Committee's approval or disapproval as required in the above set forth Planning Criteria shall be in writing.

Invalidation of any one of these Planning Criteria by judgment, statute or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.