

**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 15<sup>th</sup>. 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.