

This instrument prepared by:
Charles W. Brown Jr., Esq.
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Building A, Suite 200
Jacksonville, Florida 32217

AMENDMENT TO AND RESTATEMENT OF THE
RULES AND REGULATIONS
FOR
WINGFIELD GLEN HOMEOWNERS ASSOCIATION, INC.
A Corporation Not for Profit
Under the Laws of the State of Florida

THIS AMENDMENT TO AND RESTATEMENT OF THE RULES AND REGULATIONS FOR WINGFIELD GLEN ASSOCIATION, INC. ("Amendment") is made this 30 day of December, 2020, by WINGFIELD GLEN ASSOCIATION, INC., a Florida Not for Profit Corporation.

WHEREAS, it is the desire of the Association to amend and update its Rules and Regulations and to restate the full amended sections in a single document;

WHEREAS, notice of a meeting of the Board of Directors of the Association was delivered to all members at least fourteen (14) days in advance of the meeting. Included with the notice of the meeting was a copy of this Amendment together with a copy of the Rules and Regulations then in effect for reference;

WHEREAS, as the meeting of the Board of Directors, quorum was obtained and this Amendment was adopted by at least the majority of the Board of Directors;

NOW THEREFORE, Wingfield Glen Homeowners Association, Inc., hereby Amends and Restates its Rules and Regulations as follows:

(The text of the Amended and Restated Rules and Regulations are on the following pages)

CERTIFICATE OF ADOPTION

WITNESS OUR HAND AND SEALS, the undersigned sets its hand and seal as of the date first above written and affirms that the following Amended and Restated Rules and Regulations for Wingfield Glen Homeowners Association, Inc. was approved and adopted at a Meeting of the Board of Directors held on December 30, 2020, at which the Association obtained the approval of not less than a majority of the Board of Directors for the Association.

WITNESS OUR HAND AND SEALS, the undersigned sets its hand and seal as of the date first above written

Signed, sealed, and delivered
in the presence of:

WITNESS

WINGFIELD GLEN HOMEOWNERS
ASSOCIATION, INC.,
a Florida Corporation Not for Profit

[Signature]
Emmanuel Logoutaris
Print Name

[Signature]
By: Brian Sabol
Its: President

[Signature]
PATRICIA SCHALL
Print Name

[Signature]
Attest By: Maria Logoutaris
Its: Secretary

STATE OF FLORIDA
COUNTY OF ~~DUVAL~~ St. Johns ^(SP)

THE foregoing Amended and Restated Rules and Regulations was sworn to, subscribed and acknowledged before me [x] by physical presence or [] by online notarization, this 6 day of JANUARY, 2020, by Brian Sabol, as President for Wingfield Glen Homeowners Association, Inc. on behalf of said corporation who [x] is personally known to me or [] provided _____ as identification and did take an-oath.

[Signature]
Notary Public, State of Florida
(seal)



**WINGFIELD GLEN HOMEOWNERS
ASSOCIATION, INC.**

RULES AND REGULATIONS
As currently approved

Last update: December 30, 2020

(This document will be updated accordingly to reflect future approved changes and these guidelines will follow all future adoptions and/or changes to the Florida Statute, when applicable to the Association.

I. OVERVIEW

The Declaration of Covenants, Restrictions, and Easements for Wingfield Glen (the "Declaration") establishes a standing committee called the Architectural Review Board ("ARB"). The ARB has the responsibility to regulate the use and appearance of the exterior of the properties to assure harmony of design, protect and conserve value, and maintain compatibility with surrounding buildings and typography, including Common Areas. All capitalized terms herein are utilized as defined in the Declaration.

In accordance with Article IV, Sections A, B, C and D, Article VII, Sections A and B, Article VIII, Sections A through U, and Article XI, Sections A through H of the Declaration, these rules and regulations provide additional guidance to Owners. For items not addressed herein, Owners should refer to the Declaration.

II. Recreational Structures

Per the Declaration, the ARB may grant an indefinite "variance" for certain occurrences. With specific regard to basketball hoops, the ARB will entertain requests for an indefinite variance so long as a proposed basketball hoop is placed on or within a driveway, but positioned no more than 5 feet from a garage door or from the house located on the Lot of the Owner wishing to install the basketball hoop. Nonetheless, such a variance may be reversed at a future time by the ARB. Per the Declaration, all recreational structures, including basketball hoops, must be approved by the ARB prior to installation.

III. Parking/Vehicles

Per the Declaration, only automobiles bearing current license and registration tags, as required pursuant to Florida law, shall be permitted to be parked on any portion of the Property as defined by the Declaration. Unregistered automobiles and all other vehicles, including without limitation, boats, trailers, pop-up trailers, campers, mobile homes and recreational vehicles ("RVs"), must be parked wholly within a garage. Parking is prohibited on Common Areas, except those that are or may be designated as parking lots. Trailers, pop-up trailers, campers and RVs may be left in a driveway for 2 days to pack them, and 2 days to unpack (packing and unpacking time shall not be within a consecutive time period).

No unregistered vehicles such as motocross bikes, go-carts, or off-road vehicles, nor vehicles without proper sound control devices shall be operated within the Property. Any vehicle which is permitted to be operated shall be operated in a safe manner. Unauthorized vehicles may be towed at owner's expense.

No commercial vehicles such as, but not limited to, large "box trucks," trailers, semi-trucks, big panel trucks, flat beds, buses, vehicles capable of transporting more than 15 people, are permitted to be parked on any portion of the Property when not in use, including on any roadway, unless screened from street view and from abutting lots. Commercial vehicles for the purpose of this rule shall mean those which are not designated and used for customary, personal/family purposes. The prohibition on parking

contained in this rule shall not apply to temporary parking of trucks and commercial vehicles such as for construction use or providing short term pick-up and delivery and other commercial services when in use during customary core business hours.

IV. Garbage and Trash Containers

All garbage/trash containers, trash bags, yard waste, recycle materials (etc.) must be either behind an ARB approved fence, in a garage, or behind landscaping so that it is "sight unseen" (not visible from the street or from any neighboring Lot). Enclosures or lush landscaping to visual screen garbage/trash containers can be requested via ARB request form for approval, and if approval is granted, the enclosure or lush landscaping can be no more than 10 feet from the rear corner of the home.

V. Variances

According to the Declaration, variances may be granted under certain circumstances. Variances require prior approval by the ARB. The granting of variances will be on a case by case basis with the burden being on the Owner to explain and submit documentation if necessary. The length of time for each variance will be at the sole discretion of the ARB.

~~VI. Fines / Assessments / Violations~~

~~The Wingfield Glen Homeowners Association, Inc., shall have the right, pursuant to Florida Statutes, to assess fines against a Lot Owner, or an Owner's guests, relatives, or lessees in the event of a violation of the provisions of the Association's governing documents. Each such violator and the Owner shall be given written notice of the alleged violation and the opportunity for a hearing before a committee appointed by the Board of Directors with at least fourteen (14) days' notice. Said notice shall include a statement of the date, time and place of the hearing, a statement of the provisions of the Association's governing documents which have been allegedly violated, and a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The amount of the fine shall not exceed one hundred dollars (\$100) per day or \$1,000.00 in the aggregate, and each recurrence of the alleged violation for each day during which said violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate hearing, such not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the Owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests, or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees.~~

~~VII.~~ Inspection of Records

~~Per the Florida Statutes, the Association may adopt reasonable written rules governing the frequency, time, location, notice, when records to be inspected, and manner of inspections. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association may charge up to 50 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor or association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or association.~~

~~VIII.~~ VI. Outbuildings / Ancillary Structures

Outbuildings or ancillary structures for pond lots without fences will be considered under the following requirements.

1. Building must be in line with side of the house and be of the same colors.
2. The building must be no more than 10 feet from the back of the home structure.
3. Size and configuration will also be considered as an additional factor in the approval process.

All other lots will be considered for outbuildings or ancillary structures based on the following requirements.

1. Building must be of the same colors as the house.
2. The building must be ~~seventy-eighty~~ eighty five percent (75.85%) concealed from street view.
3. Size and configuration will also be considered as an additional factor in the approval process.

~~IX~~ VII. Fencing

Painting of fences will not be allowed, but staining of fences may be granted, with prior ARB approval, and must be submitted each time the staining is to be done. As under the governing Covenants and Guidelines, approval or denial of such a request is based upon such considerations as keeping the conformity of the external design requested with its surroundings, the effect of the request on the appearance from surrounding lots, and purely aesthetic and typographic considerations. For additional fence restrictions, please refer to Fence Resolution, adopted August 9, 2011, by the Board of Directors (see Appendix B).

VIII. Major Exterior Changes

Major alterations are generally considered to be those which substantially alter the existing structure either by subtraction and/or addition. Major building alterations include, but are not limited to, construction of driveways, garages, porches, sidewalks, fireplaces, chimneys, ponds, and other additions to a home. More specifically, the

design of major alterations should be compatible in scale, materials, and color with the applicant's house and adjacent houses.

Pitched roofs must match the slope of the roof on the applicant's house. New windows and doors should be of similar type used in the existing house and other homes in the community and should other homes be located in a manner which will relate well to the location of exterior openings in the existing house.

If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated. Approval will be denied if adjoining properties are adversely affected by changes in drainage. Construction materials must be stored so that the impact on neighboring properties is minimized. Excess material should be immediately removed after completion of construction.

IX. Exterior Colors

Color changes apply not only to the house siding, but also to the doors, shutters, trim, fascia, roofing, and other appurtenant structures. No person shall paint the exterior of any building without the proposed color having been approved by the ARB. If the home is not currently within the recommended color palette, approval is required even if the proposed color is staying the same, as all new proposed colors must fall within the recommended color palette. This applies only to complete repainting proposals for exterior painting. Minor touch-ups of existing colors do not require ARB approval. Submit your proposed paint color to the Architectural Review Board (ARB) utilizing Appendix A for color samples. The color of the roof shall also require ARB approval. Any color change should be labeled with regard to its proposed application. All samples must be attached to the ARB application. ARB members must approve any choices prior to commencement of work. Colors will be approved based on coherence with the recommended color palette range and the visual viewing of the paint sample (Appendix A). A 2x2 foot paint sample will be required to be painted on the surface that is being submitted for approval prior to the ARB request being considered for approval. The homeowner will need to inform the ARB when it is ready for viewing. Once the ARB inspects the paint sample, they will determine if the paint color falls within the approved color palette and paint sample.

X. Signs-Real Estate Sales/Rent, Etc.

No sign of any kind shall be displayed to the public view on any property, except the approved temporary real estate signs (white posts; see Appendix C) and permanent security signs. There shall be no more than one (1) real estate sign per lot and there shall be no signs displayed in windows. All real estate signs shall be removed within seven (7) days of settlement or leasing of the property. No real estate sign shall be illuminated. Real Estate signs may utilize reflective paint. Open House signs and directional signs are permitted on the day of open house and shall promptly be removed at the conclusion of the open house that same day. None shall be placed on the WINGFIELD GLEN common areas except temporary For Sale, Open House, or Garage Sale signs. No sign of any kind shall be affixed to traffic, neighborhood watch

or other WINGFIELD GLEN notice signs. "Yard of the Month" signs awarded by the WINGFIELD GLEN will be allowable for the month of the award.

XI. Driveways

All driveways must extend from the paved portion of the abutting street to the garage entrance accompanying such residence. No circular driveway or similar design allowing for two points of ingress or egress shall be constructed. No ribbon or strip driveways shall be constructed, and all driveways shall be wide enough to accommodate two (2) automobiles parked side-by-side. All driveways must be constructed out of concrete or by brown or neutral tones colored pavers of matching design. Driveways constructed of pavers require ARB approval of permitted color scheme. All concrete driveways must be at least four inches (4') thick and of a natural slate color. No driveway may be painted or have decorative embellishments.

COPY

Appendix A

The recommended color palette range is found below (Suburban Modern Color Palette by Sherwin Williams was used as a guide. Other companies are also accepted. This is intended to be a range or guide). If the homeowners' paint color is outside of these recommended paint colors and palette range, the ARB will have to make the decision based on the color sample supplied.

BODY	TRIM	ACCENT
Wook Skein SW 6148	Artisan Tan SW 7540	Status Bronze SW 7034
Bamboo Shoot SW 7733	Alabaster SW 7008	Roycroft Pewter SW 2848
Fresco Cream SW 7719	Pottery Urn SW 7715	Carnelian SW 7580
Dry Dock SW 7502	Hot Cocoa SW 6047	Chateau Brown SW 7510
Muslin SW 6133	Straw Harvest SW 7698	Rural Green Sw 6418 Front Door ONLY
Homestead Brown SW 7515	Keystone Gray SW 7504	Moderne White Sw 6168
Outerbanks SW 7534	Rice Grain SW 6155	Rookwood Terra Cotta SW 2803 Front Door ONLY
Extra White SW 7006	Rushing River SW 7746	Spiced Cider SW 7702
Uncertain Gray SW 6234	Evening Shadow SW 7662	Peppercorn SW 7674
Perfect Greige SW 6073	Popular Gray Sw 6071	Garret Gray SW 6075
Artifact Sw 6138	Creamy SW 7012	Ramie SW 6156
Jogging Path SW 7638	Intellectual Gray SW 7045	Thunder Gray Sw 7645
Shoji White SW 7042	Relaxed Khaki SW 6149	Hopsack SW 6109
Techno Gray SW 6170	Connected Gray SW 6165	Alchemy SW 6395
Rustic City SW 7699	Dover White SW 6385	Raisin SW 7630
Cork Wedge SW 7539	Smokehouse SW 7040	Rustic Red SW 7593 Front Door ONLY
Stone Lion SW 7507	Quiver Tan SW 6151	Incredible White Sw 7028
	Pure White SW 7005	Chamois SW 6131 Front Door ONLY
		Homburg Gray SW 7622 Front Door ONLY
		Olde World Gold SW 7700 Front Door ONLY
		Pier SW 7545 Front Door ONLY
		Warm Stone SW 7032 Front Door ONLY

WINGFIELD GLEN HOMEOWNERS
 ASSOCIATION, INC.

PMB #325
 2220 County Road #210 W, Suite #198
 Jacksonville, FL 32259

Fence Resolution
 Adopted, August 9, 2011
 By The Board of Directors

The Wingfield Glen Homeowners Association, Inc. Board of Directors do hereby certify that the following is a true and correct copy of a fence resolution that was duly adopted at a meeting of the Board of Directors held on August 9, 2011, at which meeting a quorum of the Board of Directors were present and acting throughout. This fence resolution has not been modified, rescinded or revoked and is at present in full force and effect.

According to the Declaration of Covenants, Conditions, Restrictions, and Easements for Wingfield Glen (hereinafter the "Covenants"), Section Declaration, Subsection I. Definitions:

"The provisions of this Declaration, as well as those of the Articles, By-Laws and any rules and regulations of the Association, shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives written opinion of legal counsel to the Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, By-Laws and the Rules and Regulations of the Association shall be liberally construed so as to effectuate the purpose herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the values of the Lots and Residences and the protection of the Developer's rights, benefits and privileges herein contemplated."

Therefore, under the Legal Recommendation and Opinion of the Wingfield Glen Homeowners Association, Inc. Legal Counsel, Upchurch, Bailey & Upchurch, P.A., the Board of Directors sets forth the following good faith interpretation of a fence resolution defining the following section of the Covenants:

Section Declaration, Subsection VII. Architectural Control, B.,4.,e.:

" Fences. No fences or walls shall exceed six (6) feet in height and no chain link fence shall be allowed on any Lot. All fences, except those abutting the lake,

shall be constructed in shadow box style, using one inch (1") thick wood material or shall be design[ed] and materials approved in advance by the ARB. No fence or wall shall be built beyond the imaginary line extending from the front corner of the Residence to the side lot lines. For corner Lots, no fence or wall on the side common to the street right of way shall extend forward of the rear corner of the Residence. On lots abutting lakes, no fence shall be placed beyond the top of the bank. Only black aluminum ornamental fences shall be allowed on lots abutting the Lake and shall be no higher than four (4') feet at the side and rear of [the] Lot."

The following Fence Resolution shall take effect and is set forth and approved by the Board of Directors as it applies to the above referenced section of the Covenants titled Fences and states:

There are no inconsistencies or ambiguities regarding fences in the governing Covenants. Specifically, there are two (2) types of fences that can be constructed on Lots within Wingfield Glen. Of the two (2) types of fences permitted, such will depend on whether the fence is placed on a Lot that abuts a lake or a Lot that does not abut a lake.

- Fences constructed on Lots abutting a lake must be constructed of black aluminum ornamental and no higher than four (4') feet all the way around the Lot. Language in the Covenants refers to the requirement of no more than four (4) feet at the side of a Lot and the rear of a Lot. The sides of a Lot include the street facing portion of a Lot, the left portion of a Lot and the right portion of a Lot. Such a fence may not be placed beyond the top of the bank of the lake.
- Fences constructed on all other Lots must be constructed of shadow box style, using wood material, no higher than 6 feet.

Additional requirements stated in the above referenced Fence Section of the Covenants continues to be applicable for all fences placed on Lots that abut a lake and Lots that do not abut a lake. These additional requirements for all Lots include the requirement for Corner Lots in which a fence or wall may not be placed beyond the imaginary line extending from the front corner of the Residence to the side lot lines.

All other sections of the governing Covenants continue to remain in effect, when applicable.

If any terms of this Fence Resolution shall be held to be unenforceable or illegal by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

The Wingfield Glen Homeowners Association, Inc. Board of Directors hereby adopt this Fence Resolution and shall strictly enforce its interpretation as of this 9th day of August, 2011.

The corporate seal of the Wingfield Glen Homeowners Association, Inc. is affixed below on this 9th day of August, 2011.



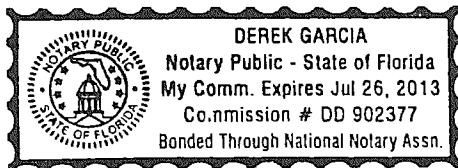
Corporate Seal Placed Here

[Handwritten signature] 9/1/2011

COPY

Brian J. Sabal - President

[Handwritten signature] 9/1/11
Derek Garcia
State of Florida
County of St Johns



Appendix C

