

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WILLIAMSBURG
ORLANDO, FLORIDA

THIS DECLARATION, made on the date hereinafter set forth by INTERNATIONAL COMMUNITY CORPORATION, a Delaware Corporation, duly authorized to transact business in the State of Florida, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, International Community Corporation, a Delaware Corporation, authorized to transact business in the State of Florida, is the owner of certain real property located in Orange County, Florida, the legal description for which appears on Exhibit A, attached hereto and made a part hereof by reference.

WHEREAS, the owner herein desires that all of said Real Property be subject to like restrictions for the mutual benefit and protection of themselves and persons, both natural and corporate, and further maintain a congenial atmosphere as to all persons who may hereafter purchase or acquire any interest in The Property encumbered by These Covenants and Restrictions, or any portion thereof.

NOW THEREFORE, Owner declares that all of The Properties above described shall be held, sold and conveyed subject to the following Covenants, Agreements, Restrictions, Easements and Conditions which are for the purpose of protecting the value and desirability of and which shall run with the Real Property and shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, personal representatives, and assigns, and shall inure to the benefit of each such owner thereof.

ARTICLE I
DEFINITIONS

1. "Owner" shall mean:
 - a. The fee simple title holder of any single family residence, which shall include the Developer.
 - b. Any other person, firm or corporation which shall acquire or own any Real Property in such form as may now exist or may be created from time to time.
2. "Dwelling Unit" shall mean a single family residence.
3. "Real Property" means any parcel of lands affected hereby.
4. "Lot" means any plot of land shown upon any recorded subdivision map of the Real Property.

This Instrument prepared by:
Alan L. Tallis
International Community Corporation
10309 International Drive
Orlando, Florida 32809



5. "Developer" shall mean and refer to International Community Corporation, a Delaware Corporation, authorized to transact business in the State of Florida, its successors and assigns.
6. "Dwelling Unit" shall mean and refer to any building or portion of a building situated upon The Property designed and intended for use and occupancy as a residence by a single family.

ARTICLE II

GENERAL RESTRICTIONS - USE OF OCCUPANCY

1. RESIDENTIAL USE

No Lot shall be used in whole or in part for anything other than residential purposes, and each such Lot is hereby restricted to the residential use of a single family, their household servants and guests.

2. ADULT COMMUNITY RESTRICTION

In recognition of the fact that The Property is being developed for the enjoyment, comfort, convenience and accommodation of adult persons, occupancy of each and every Dwelling Unit shall be and is hereby restricted to adults with whom no dependent children under the age of sixteen (16) years reside.

3. SINGLE RESIDENTIAL USE

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family Dwelling Unit and appurtenant out buildings or structures as may be suitable and necessary for the purposes for which said Lot is permitted to be used with construction thereof to be in accordance with the plans and specifications on file at the office of the Developer.

4. NO TRADE, BUSINESS, PROFESSION OR OCCUPATION

No Dwelling Unit shall be used in whole or in part to conduct a trade, business, profession or any other type of commercial activity.

5. SUBDIVISION

No Lot shall be subdivided or split by any means whatsoever by any greater number of residential plots nor into any residential plot or plots of smaller size.

6. NO TEMPORARY BUILDINGS

No structure of a temporary character, trailer, basement, tent, shack, garage, foreign or out buildings, shall be used on any Lot at any time as a residence, even temporarily or permanently, however, a construction shed may be placed on a Lot and remain there temporarily during the course of active construction of a Dwelling Unit by Developer.

7. ARCHITECTURAL CONTROL

- a. Purpose: Architectural Control will be exercised as hereinafter provided, for the purpose of insuring the community developed by Developer as a residential community of high standards and aesthetic beauty, over all "Dwelling Units" and any other structures appurtenant or otherwise and improvements to be placed or constructed upon any "Lot" or any other portion of the Real Property affected hereby.
- b. Parties exercising Architectural Control: There shall be established an Architectural Control Committee comprised of five (5) Owners one of whom shall be the Developer. Developer shall select the initial committee members, each of whom will serve for a term of one (1) year. At the expiration of the initial term, new members will be selected in such manner prescribed by Owners PROVIDED HOWEVER that Developer's membership on the Committee shall be vested through the 1989 calendar year unless sooner relinquished.
- c. Lot Owner to Obtain Approval: Each Lot Owner, by holding or accepting Title to any Lot, covenants and agrees that no building or other structure or improvement, or any change or alteration thereto, other than normal maintenance and repair which does not significantly alter or change the original condition and color of same, shall be placed, constructed or made upon any Lot unless and until plans and specifications therefore have been submitted to the Architectural Review Committee for approval. Said plans and specifications shall describe with sufficient detail the improvements to be made including, but not limited to, all materials, equipment, and colors to be used. The Architectural Review Committee may, in its reasonable discretion, require the party submitting such plans and specifications to provide further detail.
- d. The Architectural Review Committee shall have the right to approve or disapprove the plans and specifications on any grounds, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee shall be sufficient. In the event the Architectural Review Committee fails to approve or disapprove such plans or specifications, or require that said plans and specifications be revised, within thirty days after the same had been submitted for approval, said plans and specifications shall be deemed approved and this provision shall be deemed to have been complied with. In the event approval is given by the Architectural Review Committee or in the event no disapproval is given as required and accordingly approval is presumed, the Lot Owner may proceed to make any such improvements or repairs in strict conformance with the plans and specifications submitted.
- e. Remedy for Violation: In the event this Paragraph is violated in that any construction, improvement, change, or alteration is made without first obtaining the approval of the Architectural Review Committee, or is made prior to the time approval is presumed as set forth herein,

the Architectural Review Committee in the name of any or all of its members, shall specifically have the right to injunctive relief, which shall include, but not be limited to, requiring the Lot Owner to stop, remove and or alter any such construction, improvement, change or alteration in a manner which is satisfactory to the Architectural Review Committee.

- f. No Liability: Notwithstanding anything contained herein to the contrary, the Architectural Review Committee shall have merely the right, but not the duty, to exercise such control, and shall not be liable to any Lot Owner or other person due to the exercise or non-exercise of such control, or the approval or disapproval of any construction, improvement, alteration, or maintenance. Furthermore, the approval or failure to disapprove any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete or do not contain structural defects or in fact meet any standards of the Architectural Review Committee or are architecturally or aesthetically appropriate, and the members of the Architectural Review Committee shall not be liable for any deficiency, or injury resulting from any deficiency, in such plans or specifications.

8. REMOVAL OF BUILDINGS

No building or structure shall be removed from or upon The Property or Lots except as provided in Section 9.

9. DESTRUCTION OF DWELLING UNIT

- a. In the event any Dwelling Unit shall be partially destroyed by fire, an act of God, or other casualty to the extent that repairs can be made to the Dwelling Unit thereby restoring it to substantially the same condition prior to such loss, the Owner shall, with diligence, after any such loss take the necessary measures to restore the Dwelling Unit.
- b. In the event any Dwelling Unit shall be destroyed beyond repair by fire, act of God or other casualty, the Owner shall, with due diligence, either restore the Dwelling Unit to substantially the same condition prior to such loss or clear the Lot of all rubble and debris and, thereafter, until such time as a Dwelling Unit is erected thereon, provide for the monthly maintenance of said Lot to ensure proper landscaping, maintenance and upkeep.
- c. Any Dwelling Unit repaired or replaced in contemplation of this section shall be repaired or replaced in substantial compliance with architectural design and plans and specifications from which the Dwelling Unit was originally constructed.

10. OCCUPANCY BEFORE COMPLETION

No building, structure, or Dwelling Unit upon The Property shall be occupied until the same is approved for occupancy by Orange County or other such governmental agency which is responsible for regulation of building construction.

11. MAINTENANCE AND REPAIR

All Dwelling Units, structures, buildings, out buildings, walls and driveways placed and maintained on The Property or any portion thereof, shall at all times be maintained in good condition and repair.

12. WALLS AND FENCES

No walls or fabricated fences shall be constructed, erected or maintained on or about any portion of a Lot within The Property.

13. SIGNS

No signs of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than five (5) square feet advertising The Property for sale or for rent. All signage shall be reviewed and approved by the Architectural Review Committee as established in Article 2, Paragraph 7 of this declaration of Covenants and Restrictions, which approval shall be made in writing prior to the display of any signage as contemplated by this paragraph.

14. NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no solicitations of any kind on The Property except by lawful permit obtained from the applicable government body.

15. GARBAGE AND TRASH DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept at the rear of all dwellings out of sight from the street. There shall be no burning of trash or any other waste materials.

16. EXTERIOR LIGHTING

No lighting fixture may be installed that may become an annoyance or nuisance to the residents of adjacent properties.

17. LIVESTOCK, POULTRY AND PETS

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

18. CLOTHESLINE

No clothesline for the drying of clothes, sheets, blankets or other articles shall be erected or maintained on The Property.

19. LAWNS AND LANDSCAPING

"Developer" has provided landscaping to each Lot within The Property. The landscaping on each Lot, shall, at all times, be maintained by Owner in good appearance and free from overgrown weeds and rubbish.

20. TOPSOIL DRAINAGE

No sod or topsoil shall be removed from The Property without permission of Developer or its successors or assigns. No change in elevation of The Property shall be made without permission of Developer, its successors or assigns. No change in elevation of The Property shall be made without protecting adjoining Lots from surface water drainage caused by the change.

21. VEHICLES AND REPAIR

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 vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot on The Property. Commercial vehicles (excluding pickup trucks 3/4 ton and under), semi-trailers, buses, recreation vehicles, boats and boat trailers shall not be parked, stored, kept or maintained on The Property.

22. AERIALS

No exterior radio, television or electronic antenna or aerial may be erected or maintained anywhere within The Property.

23. DRIVEWAYS

No driveways to the rear or side of any Dwelling Unit may be constructed other than those constructed by Developer.

ARTICLE III

EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are shown on the plat of record, and the same are reserved for such use. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of the drainage in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot, and all other improvements in it, shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Developer reserves the right to assign the use of any and all easements shown on the record plat, or hereafter created, before the total Property being the subject matter is sold by Developer, for installation of utilities or other uses deemed by it to be necessary for the service of The Property; and any wall, fence, paving, planting or other improvements placed thereon by the Owner of the Property on which the easement lies shall be removed if required by the Developer or its successors or assigns at the expense of the Owner.

The Developer, for itself, its successors and assigns, herewith reserves and is given a perpetual, alienable and releaseable easement, privilege and right on, over and under the ground to erect, maintain and use, electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas lighting, heating, water, drainage, sewage, CATV cables and other conveniences or utilities on, in, over and under all of the easements as the same appear on all the plats recorded within The Property, whether or not such easements are shown on said plat to be for such purposes and on, in, over and under a ten (10') foot strip at the back of each Lot and on, in, over and under a four (4') foot strip along the interior side lot lines of each Lot shown on said plat. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, rights and easements referred to herein, shall acquire no right, title or interest in or to the poles, wires, cables, conduits, pipes, mains lines or other equipment or facilities placed on, in, over and under The Property, which is subject to the said privileges, rights and easements; all such easements including those designated on the said recorded plats are and shall remain private easements and the sole and exclusive property of Developer, its successors and assigns.

ARTICLE IV GENERAL PROVISIONS

1. DURATION

These Covenants and Restrictions are to run with and bind the lands, as conveyed by Developer, and shall inure to the benefit of and be enforceable either by Developer or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, personal representatives, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by members representing not less than two thirds (2/3) of record Owners of the Lots agreeing to change said Covenants in whole or in part.

2. AMENDMENT

At any time, the Owners of record of at least two thirds (2/3) of the Lots may change these Covenants in whole or in part by executing a

written instrument making said changes and have the same duly recorded in the public records of Orange County, Florida. This provision shall not apply, however, as it pertains to requirements of Article II, Paragraph 2, relating to the requirements of an Adult Community.

3. ENFORCEMENT

If the Owner or Owners of Lots within The Property, or any other person or persons, or any of them, or any of their heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the Covenants and Restrictions contained herein, it shall be lawful for any other person or persons owning any Real Property situated within The Property or for the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages for such violation.

It is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained in this Declaration shall be borne in full by the defendant in such proceedings.

In the event of violation of any of these covenants and restrictions by any Lot Owner, Developer is herewith conferred the absolute and unconditional right to cure any such default and impose upon the Lot Owner in violation a reasonable charge for so doing.

4. SEVERABILITY

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

IN WITNESS WHEREOF, INTERNATIONAL COMMUNITY CORPORATION, a Delaware Corporation, authorized to transact business in the State of Florida, has caused this instrument to be executed in its corporate name and its seal affixed this 15th day of September, 1980.

WITNESSES:

[Signature]
[Signature]

INTERNATIONAL COMMUNITY CORPORATION

By: [Signature]
Senior Vice President

Attest: [Signature]
Secretary

(Corporate Seal)

State of Florida)
) ss:
County of Orange)

I HEREBY CERTIFY that on this 15 day of September, 1980,
before me in said County and State, personally appeared Victor Young and
Alan L. Tallis to me known to be the President and Secretary, respectively,
of INTERNATIONAL COMMUNITY CORPORATION, and who executed the foregoing
instrument and that they acknowledged the execution thereof to be a free act
and deed as such officers thereunto duly authorized; and that the official
seal of said corporation is duly affixed thereto and the said conveyance is
the act and deed of said corporation.

WITNESS my signature and official seal at Orlando, in the County and
State aforesaid, the day and year last aforesaid.

M. O. Caudill
Notary Public
My commission expires:
Notary Public, State Of Florida At Large
My Commission Expires Feb. 25, 1983
Bonded By Reserve Insurance Co.

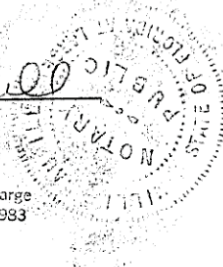


EXHIBIT "A"

Lots 1 through and including 321, GREEN BRIAR VILLAGE, Williamsburg
at Orangewood, according to the plat thereof as recorded in Plat Book
9, Pages 101 through 103, Public Records, Orange County, Florida.

RECORDED & RECORD VERIFIED

Thomas R. Miller

County Comptroller, Orange Co., Fla.