BYLAWS
OF
WILLOW RUN HOMEOWNERS ASSOCIATION, INC.
A NONPROFIT ORGANIZATION

1. Definitions. When used in these Bylaws, the terms defined in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants and Restrictions for Willow Run (the "Declaration") shall have the same meanings as the articles and the Declaration.

2. Identity. These bylaws, together with the Articles and the Declaration shall be sometimes referred to as the "governing documents" of the Association.

   2.1. Office. The office of the Association shall be located at P.O Box 1038 Goldenrod, Florida 32733 or at such other place as may be designated from time to time by the board of directors.

   2.2. Fiscal Year. The fiscal year of the Association shall be the calendar year.

3. Members

   3.1. Membership. Every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any lot shall be a Member of the Association, provided that any such person or entity whom holds such interest merely as security for the performance of an obligation shall not be Member.

   3.2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of the County in which the Property is located a deed or other instrument establishing record title to a Lot under the jurisdiction of the Association. The owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

   3.3. Voting Rights. Upon the activation of the Association by the Developer as set forth below, the Association shall have two classes of voting membership.

   Class A. Class A Members shall be every person or entity who is a record Owner of a fee simple interest or undivided fee simple interest in any Lot with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot.

   Class B. Class B Members shall be the Developer and the Class B Member shall have six (6) votes for each Lot owned by said Member.

   The Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

   a. When the total votes outstanding in Class A membership equal or exceed the total votes outstanding in the Class B membership, or

b. On September 1, 1988.

3.4. Designation of Voting Representatives. If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the association. If a Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the votes for the Lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the votes of a Lot may e revoked in writing by any Owner thereof. Provided, however, that no Lot shall vote in excess of the voting rights allocated to that Lot pursuant to the Declaration.

4. Members Meeting

4.1. Annual Members Meetings. The annual Members' meeting shall be held each year in March for the purpose of appointing or electing Directors, if applicable in that year, and of transacting any other business authorized to be transacted by the Members. The Board of Directors shall determine the date, time and place to hold the annual meeting.

4.2. Notice of All Meetings of Members. Written notice of a meeting stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided not less than ten (14) or more than sixty (60) days before the date of the meeting. Notices shall be provided: (a) by posting such notice in a conspicuous place in the Property; (b) by hand delivery; or (c) by first-class. Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the meeting notice is mailed at least thirty (30) days before the date of the meeting, it may be done by a class of United States mail other than first class. If mailed or hand delivered, such notice shall be deemed to be delivered when placed in the Member's mailbox or deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association.

4.3. Quorum. Any authorized action by a duly convened meeting of this Association, except for those specified in Article V, Section 3, Article VIII, Section 8 (amendments to the Covenants), and for election of members of the Board of Directors, the percentage of voting interest required to constitute a quorum at a meeting of the members shall be thirty percent (30%) of the total voting interest. Decisions that require a vote of the members must be made by a concurrence of at least a majority of the voting interest present, in person or by proxy, at a meeting at which a quorum has been attained.

4.4. Proxies. Every member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may do so in person or may authorize another person or persons to act for him by proxy. Every proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened form time to time, and automatically expires ninety days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. If the proxy forms expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.5. Adjourned Meetings. When an annual or special meeting is adjourned to a different date, time or place, the new date, time and place to which the meeting is adjourned must be announced at the meeting at which the adjournment is taken, or notice must be given of the new date, time and place pursuant to Section 4.3 hereof. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with the Bylaws to Members entitled to vote at such meeting who were not Members as of the previous record date.

4.6. Order of Business. The order of Business at annual Member's meetings, and as far as practical at all other Members meetings, shall be:

4.6.1. Calling of the roll and certifying of proxies;

4.6.2. Proof of notice of meeting or waiver of notice;

4.6.3. Reading and disposal of any unapproved minutes;

4.6.4. Reports of Officers;

4.6.5. Reports of Committees;

4.6.6. Appointment of Directors, when applicable;

4.6.7. Appointment of Nominating Committees;

4.6.8. Unfinished Business;

4.6.9. New Business; and

4.6.10. Adjournment.

4.7. Minutes of Meetings. The Association shall maintain minutes of each meeting of the Members and of the Board of Directors in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

5. Board of Directors.

5.1. Governing Body. The affairs of the Association shall be governed and managed by the Board of Directors, which shall be appointed or elected as set forth herein.

5.2. Number. The Board shall consist of the President, Vice President, Secretary, Treasurer, Architect-Review Board Chairperson, and Social Director.

5.3. Term of Office. The term of office of each Director shall be for staggered terms of two (2) years each. The President and Vice President will not be elected in the same year.

5.4. Vacancy. Any director may be removed form the board, with or without cause, by vote or agreement in writing by a majority of all votes of the membership. In the event of the death, resignation or removal or a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

5.5. Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.6. Election. Elections of the Directors must be conducted in accordance with these Bylaws. All members of the Association shall be eligible to serve on the board. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected.

6. Meetings of Directors.

6.1. Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board are open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege.

6.2. Regular meetings. Regular Meetings of the Board of Directors shall be held as may be determined by the Board and upon giving notice to the Members as set forth in Section 6.4 hereof, at such place and hour as may be fixed from time to time by resolution of the Board.

6.3. Notice to Members. Notices of all regular or special Board meetings may be posted in a conspicuous place on the Property at least seventy-two hours in advance of any such meeting, except in an emergency. In the alternative, notice may be mailed or delivered to each Member at least seven days prior to the meeting, except in an emergency. Notwithstanding the foregoing, in the event the Association has 72 or more Members, the notice requirement for Board meetings may be satisfied by either publishing said notice in a newspaper widely circulated in the community where the Property is located or by providing each Member with a schedule of Board meetings on an annual basis. The notice for any Board meeting at which an assessment will be levied must include a statement that an assessment will be considered and the nature of the assessment. The notice requirements set forth in this section also apply to meetings of any committee or similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to any Lot.

6.4. Manner of voting. Directors may not vote by proxy or secret ballot at Board Meetings, except that secret ballots may be used in the election of officers.

6.5. Quorum. A quorum at Directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws.

6.6. Adjourned Meetings. A majority of the Directors present, where or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to other directors and to the Members as required by section 6.4

6.7. Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the Directors present shall designate one of their number to preside.

6.8. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. Officers.

7.1. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.2. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.3. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.4. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.5. Architectural Review Board (ARB) Chairperson. The ARB Chairperson shall coordinate the activities of the Architectural Review Board and report status to the Board of Directors, as required.

7.6. Social Director. The Social Director shall coordinate the social activities of the community as supported by the Board of Directors.

8. Books and Records.

8.1. Official Records. The Association shall maintain within the State of Florida each of the following, which shall constitute the official records of the Association:

a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace;

b) A copy of the Bylaws of the Association and of each amendment to the Bylaws;

c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;

d) A copy of the Declaration of Covenants and a copy of each amendment thereto;

e) A copy of the current rules of the Association;

f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven years;

g) A current roster of all Members and their mailing addresses and Lot identification;

h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven years;

i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one year; and

j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven years. The financial and account records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures;

2. A current account and periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and the amount of each payment on the account, and the balance due;

3. All tax returns, financial statements, and financial reports of the Association; and

4. Any other records that identify, measure, record, or communicate financial information.

8.2. Inspection and Copying. The official records shall be open to inspection and available for photocopying by Members or their authorized agents during reasonable business hours, at the principal office of the Association, or on the Property, within ten business days after receipt of a written request for access. Such inspection must take place within the presence of an agent of the Association. The Association shall provide copies of any of the official records to any Member or its authorized agent, within ten business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the costs of copying.

8.3. Copies. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to members and prospective Members.

9. Fiscal Management. The provisions for fiscal management of the association are governed by the following provisions.

9.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance of contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not limited to:

1. Professional, administration and management fees and expenses;

2. Taxes on Common Property;

3. Expense for utility services and maintenance expense relating to the Common Property;

4. insurance costs;

5. Administrative and Salary expenses;

6. Operating capital; and

7. Other expenses.

b) Reserve for Deferred Maintenance. If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

c) Reserve for Replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs for replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2. Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, if any, whether owned by the Association, the Developer or another person. The budget shall be prepared utilizing the categories for current expenses and reserves set forth in Section 9.1 above. The Association shall provide each Member with a copy of the annual budget or a notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten business days after receipt of a written request for such copy.

9.3. Assessments.

9.3.1. Initiation Assessment. The initiation assessment shall be the sum of $50.00 per lot to be paid by each owner at the time of closing of the purchase of a vacant lot or existing living unit. The sum shall be paid to the Willow Run Homeowners Association and disbursed in accordance with the terms of the provisions of Article III Section 3 of the Covenants and Restrictions.

9.3.2. Annual Assessment. The annual assessment shall be in addition to the above mentioned original assessment, and shall be prorated in the year of the initial purchase by the owner. The assessment shall be the sum of $180.00 per lot payable semi-annually on April 1, and October 1, of each year. Said assessment shall be paid directly to the Association to be used in accordance with the terms of the provisions of Article III Section 3 of the Covenants and Restrictions.

9.4 Depository. The depository of the Association will be such banks as shall be designated from time to time by the Directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors.

9.5 Financial Reporting. The Association shall prepare an annual financial report within sixty days after the close of the fiscal year. The Association shall provide each Member a copy the annual financial report or a written noticed that a copy of such report is available upon a written request at no charge. Such copy shall be furnished within ten (10) business days after the receipt of a written request for the financial report. The financial report shall consist of either:

(a) Financial statements presented in conformityu with generally accepted accounting principals; or
(b) A financial report of actual receipts and expenditures, cash basis, which report must show:

1. The amount of receipts and expenditures by classification;
2. The beginning and ending cash balances of the Association.

10. Parliamentary Rules. Roberts' Rules of Order shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner.

11.1. Resolution. A resolution for the adoption of the proposed amendment of the Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association.

11.2. Notice. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the membership.

11.3. Vote. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than 66-2/3% of the entire membership of the Board of Directors and not less than 51% of the votes of the entire membership of the association; or
(b) Not less than 66-2/3% of the votes of the entire membership of the Association; or
~~(c)~~ In the alternative, an amendment may be made by an agreement signed and acknowledged by all lot owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Seminole County, Florida.

11.4. Multiple Amendments. Any number of amendments may be submitted and voted upon by the Board at one meeting.

11.5. Proviso. No amendment shall discriminate against any lot owner nor against any lot or class or group of lots unless the lot owner or class or group of lot owners so affected shall consent. No amendment shall be made that is in conflict with chapter 617, Florida Statutes, the Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation. No amendment shall be adopted without the consent and approval of the Declarant, so long as it shall own five or more lots in the Subdivision.