

AFTER RECORDING RETURN TO:

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**AMENDED AND RESTATED BYLAWS OF
RADIANCE PROPERTY OWNERS' ASSOCIATION, INC.**

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RADIANCE PROPERTY OWNERS' ASSOCIATION, INC.**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

WHEREAS, Radiance Phase 1, a subdivision in Hays County, Texas (the "**Subdivision**") is subject to that certain Declaration of Covenants, Conditions and Restrictions Radiance Phase I, recorded at Document No. 00174329 of the Official Public Records of Hays County, Texas; as amended by that certain Second Amended Declaration of Covenants, Conditions and Restrictions Radiance Phase I, recorded at Document No. 00205281 of the Official Public Records of Hays County, Texas; and as amended by that certain Second Amended Declaration of Covenants, Conditions and Restrictions Radiance Phase I, recorded at Document No. 00206342 of the Official Public Records of Hays County, Texas (collectively, the "**Restrictive Covenants**").

WHEREAS, the Restrictive Covenants establish Radiance Property Owners' Association, Inc. (the "**Association**"), a Texas nonprofit corporation, as a property owners association whose members include the owners of lots within the Subdivision.

WHEREAS, the Association, through its Board of Directors (the "**Board**") is governed in part by those certain Bylaws of Radiance Property Owners' Association, Inc. (the "**Original Bylaws**").

WHEREAS, the Board desires to amend and restate the Bylaws in their entirety for the purpose of creating and carrying out a uniform plan for the operation and management of the Association pursuant to the provisions of these Amended and Restated Bylaws of Radiance Property Owners' Association, Inc. (the "**Bylaws**"), which terms and provisions shall apply to the Subdivision in lieu of the terms and provisions set forth in the Original Bylaws. These Amended and Restated Bylaws shall supersede and replace the Original Bylaws in their entirety.

WHEREAS, Section 22.102 of the Texas Business Organizations Code provides that the board of directors of a nonprofit corporation may amend or repeal the bylaws, or adopt new bylaws, unless Chapter 22 of the Texas Business Organizations Code or the nonprofit corporation's articles of incorporation wholly or partly reserves the power exclusively to the nonprofit corporation's members.

WHEREAS, the Association's Articles of Incorporation omit provisions that reserve the power to amend its Bylaws in whole or in part to the members of the Association.

WHEREAS, in accordance with Section 22.102 of the Texas Business Organizations Code, the Secretary of the Association hereby certifies that these Amended and Restated Bylaws of Radiance Property Owners' Association, Inc. were approved by the majority vote of the Board of Directors present at a duly noticed meeting conducted on November 18, 2019.

NOW, THEREFORE, it is hereby declared that: (i) the lots shall hereinafter be held, sold, conveyed, and occupied subject to the following Bylaws which shall run with the property of the Subdivision and will be binding upon all parties having right, title, or interest in or to such lots or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; (ii) each contract or deed conveying any such lots shall conclusively be held to have been executed, delivered, and accepted subject to the following Bylaws, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) these Amended and Restated Bylaws shall amend and restate the Original Bylaws in their entirety.

ARTICLE I **NAME AND PURPOSE**

1. The name of the organization is Radiance Property Owners' Association, Inc. (the "**Association**"), a nonprofit organization incorporated under the laws of the State of Texas.

2. The purpose of this non-profit corporation is to administer the common affairs of all the owners of lots in the Subdivision as defined in the Restrictive Covenants and to exercise the powers described in the Articles of Incorporation of Radiance Property Owners' Association, Inc.

ARTICLE II **DEFINITIONS**

1. Articles. Means and refers to the Articles of Incorporation of Radiance Property Owners' Association, Inc.

2. Restrictive Covenants. Means and refers to that certain Declaration of Covenants, Conditions and Restrictions Radiance Phase I, recorded at Document No.

00174329 of the Official Public Records of Hays County, Texas; as amended by that certain Second Amended Declaration of Covenants, Conditions and Restrictions Radiance Phase I, recorded at Document No. 00205281 of the Official Public Records of Hays County, Texas; and as amended by that certain Second Amended Declaration of Covenants, Conditions and Restrictions Radiance Phase I, recorded at Document No. 00206342 of the Official Public Records of Hays County, Texas. Unless otherwise expressly provided here, all terms used in this document shall have the same meaning as those terms in the Restrictive Covenants.

3. Association. Means and refers to Radiance Property Owners' Association, Inc., its successors and assigns.

4. Subdivision. Means and refers to Radiance, Section 1, a Subdivision of Hays County, Texas, according to the map or plat recorded in Book 2, pages 397-399, Plat Records of Hays County, Texas, including any re-subdivisions thereof and additional areas which may later be brought under the jurisdiction of the Association in accordance with the Restrictive Covenants.

5. Common Properties. Means and refers to all property owned, leased, or held by the Association for the purposes of safety, transportation, communication, recreation, landscaping and security for the common use and benefit of the Association's members, including, but not limited to streets and roads.

6. Member. Means and refers to those persons entitled to membership in the Association as provided in the Restrictive Covenants.

7. Owner. Means and refers to the record owner, whether one or more persons or entities, of any fee simple interest in any Lot which is a part of the Subdivision, including contract sellers, but excluding the beneficiary of any mortgage and those holding title merely as security for the performance of an obligation.

8. Tenant. Means and refers to any person who has entered into a valid lease for the rental of a Lot from an Owner. Although not members of the Association, tenants are subject to and bound by the Bylaws and Restrictive Covenants.

9. Architectural and Building Committee. Means and refers to the committee whose composition, duties and powers are set forth in Article Eight of the Restrictive Covenants.

ARTICLE III
MEMBERSHIP AND MEMBER MEETINGS

1. **Membership.** An Owner shall automatically become a Member of the Association and be subject to these Bylaws upon conveyance of title to an Owner of a Lot in the Subdivision. Membership shall run with the property interest. Membership shall cease without any formal action from the Association whenever a person or entity ceases to be an Owner, but that termination shall not release a former Owner from any liability or obligation to the Association incurred during membership.

2. **Place of Meetings.** Meetings shall be held at any place the Board of Directors may determine. Members may also attend Association meetings via video or telephone conferencing, as long as the communications equipment permits all attendees to communicate directly with each other at the meeting.

3. **Annual Meeting.** Annual meetings of Members will be held each year at such place and on such date and time as designated by the Board of Directors. The Board of Directors shall also provide reports on the upkeep of Common Properties, community initiatives and other topics of interest to the community.

4. **Special Meetings.** A special meeting may be called by either the President, a majority of the Board of Directors, or by petition from Members constituting not less than one-tenth (1/10) of the votes entitled to be cast at a Membership meeting.

5. **Notice of Member Meetings.** Notice of annual or special meetings will be given by, or at the direction of the Secretary or other person authorized to call the meeting, at least ten (10) days and not more than sixty (60) days before the meeting. The notice will specify the date, time and place of the meeting. If a communication system (telephone or electronic) is to be used for the meeting, the notice must include the form of communications system and the means for accessing it.

5.1. **For an Annual Meeting:** The notice must also specify the elections and other business for which the Board of Directors is seeking a vote from the membership. If election is to be conducted by absentee ballots or electronic ballots or any other authorized means that occurs outside of a Membership Meeting, then the Association must give notice no later than twenty (20) days before the latest date on which a ballot may be submitted to be counted.

5.2. **For a Special Meeting:** The notice must state the purpose for which the meeting is called.

6. **Quorum.** Except as provided in these Bylaws, the Articles of Incorporation or the Restrictive Covenants, the presence, in person or by proxy, absentee ballot or electronic voting of Members representing one third (1/3) of the total votes in the Association shall constitute a quorum at all meetings of the Association. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be waived. Except as otherwise provided herein, action may be taken by a vote of the majority of the votes present at such adjourned meeting.

7. **Voting.** Members are entitled to one vote for each Lot owned.

8. **Proxies.** At all meetings of Members, each member may vote in person or by proxy. Proxies shall be in writing specifying the Lot(s) for which they are given, signed by the Member or its duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to any meeting for which they are to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon the occurrence of any of the following circumstances: (1) conveyance of any Lot for which it is given; (2) upon receipt of notice by the Secretary of the death or judicially declared incompetence of the Member giving such proxy; (3) upon receipt of written revocation of such proxy by the Secretary from the Member giving such proxy; (4) upon the attendance of the Member at the meeting for which the proxy was given; or (5) eleven (11) months from the date of the proxy, unless a shorter or longer period is specified in the proxy.

9. **Submission of Absentee Ballots and Electronic Votes.** All absentee ballots and electronic votes, if permitted by the Board, must be received no later than 12:00 p.m. CST on the last business day prior to the meeting of Members.

10. **Presiding Officer and Secretary.** The President shall preside at every Association meeting. In his/her absence, the Vice-President shall preside. In his/her absence, the Board of Directors shall appoint another Director to preside. The Secretary

shall appoint another person to act as Secretary if he/she cannot serve as Secretary at the Meeting.

11. **Order of Business.** All annual meetings must follow the following order of business:

- 10.1 Establishment of quorum;
- 10.2 Reading and approval of minutes of preceding meeting;
- 10.3 Approval of agenda for membership meeting;
- 10.4 Accomplishments;
- 10.5 Committee reports;
- 10.6 Election of Directors;
- 10.7 Goals for the upcoming year; and
- 10.8 New business.

ARTICLE IV **BOARD OF DIRECTORS**

1. **Number of Directors.** The affairs of the Association will be managed by a Board of five (5) Directors.

2. **Powers and Duties.** The Board of Directors shall have the powers and duties enumerated in these Bylaws, the Restrictive Covenants and the Articles of Incorporation. In addition, the Board of Directors shall have all powers and authority granted to boards of nonprofit corporations organized as property owners' associations under the laws of the State of Texas.

3. **Other Powers.** The Board of Directors is, without limitation, additionally empowered as follows:

- 3.1 To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions as set forth in the Restrictive Covenants, by lawsuit or otherwise.

- 3.2 To establish, make and enforce compliance of such reasonable rules (the "Rules") as may be necessary for the operation and use of the Subdivision; to amend these rules from time to time as needed; and to help enforce compliance with such rules as are properly adopted by the Architectural and Building Committee.
- 3.3 To keep in good order, condition and repair all of the Common Properties and all items, if any, of personal property used in the enjoyment of the Common Properties.
- 3.4 To obtain and maintain insurance, including, but not limited to the following three types of policies:
 - 3.4.1 Comprehensive Liability Insurance covering the entire premises and improvements, if any, located in the Common Properties in an amount equal to as much as their maximum replacement value. The limits and coverage shall be reviewed no less frequently than every three (3) years and adjusted to provide such coverage and protection as the Board of Directors may deem prudent;
 - 3.4.2 Directors and Officers Liability Insurance.
- 3.5 To estimate and fix monthly and special assessments and fees to be paid by the Owners for the purposes enumerated in the Restricted Covenants and to collect all annual and/or special assessments and fees in accordance with the Restrictive Covenants.
- 3.6 To collect delinquent assessments by suit or otherwise and to enjoin and seek damages from any defaulting Owner as is provided in the Restrictive Covenants and these Bylaws.
- 3.7 To borrow funds for the purpose of improving the Common Properties pursuant to the authority granted by the provisions of the Restrictive Covenants, the Articles and these Bylaws; to pledge or otherwise grant a security interest in the Association's assessments or funds to secure such indebtedness; or to mortgage the Common Properties or portions thereof, provided. A proposed loan for an amount that exceeds ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year requires the approval

of Members representing a majority of the total votes in the Association at a special meeting of the Members called for that purpose.

- 3.8 To purchase or lease real property for use by the Association and to execute on behalf of the Association any contracts, leases, mortgages or other appropriate instruments for the same.
- 3.9 To enter into contracts within the scope of the Board's duties and powers.
- 3.10 To establish one or more bank accounts, savings accounts, or other investment accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
- 3.11 To keep and maintain full and accurate books and records showing all receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners.
- 3.12 To prepare and deliver annually to each Owner upon request, a statement summarizing all receipts, expenses or disbursements since the last such statement.
- 3.13 To meet with the membership at least once a year.
- 3.14 To designate, employ and/or contract the personnel necessary for the maintenance and operation of the Common Properties and of the business of the Association.
- 3.15 To appoint and remove Members of the Architectural and Building Committee in accordance with Article Eight of the Restrictive Covenants.
- 3.16 In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the functions of the Association under the Restrictive Covenants and the Articles.

3.17 The Board may, from time to time, obtain an independent audit of the Association's financial records. Any such audit shall comply with generally accepted accounting principles.

4. **Delegation of Powers – Community Manager.** Notwithstanding any provision contained herein to the contrary, the Board of Directors may delegate any of its powers, duties or functions to a Community Manager provided that any such delegation shall be revocable upon notice by the Board of Directors. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Community Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board of Directors. The Community Manager, if any, shall be contracted by the Association at a compensation to be established by the Board based upon the services, duties, and functions performed by the Community Manager.

5. **Election and Term of Office.** Directors shall serve terms of office of three (3) years. At each annual meeting, Members shall elect members of the Board of Directors to fill the positions whose appointments expire that year. Election to the Board of Directors shall be by secret written ballot. Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restrictive Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

6. **Vacancies.** Vacancies on the Board of Directors caused by any reason other than the removal of a Director by vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be appointed as Director until the next annual meeting, when that appointment shall be ratified or a successor shall be elected to serve the remaining term of his or her predecessor.

7. **Removal of Directors.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association at a special meeting of the Members called for such purpose, at which a quorum of Members representing fifty-one percent (51%) or greater of the total votes in the Association are present in person or by proxy. Any Director whose removal is sought shall be given notice prior to any special meeting called for that purpose. Upon removal of a Director, a successor may immediately be elected to fill the vacancy thus created. If the vacancy is not immediately filled, it shall be filled at any regular or special meeting called for that purpose.

8. **Regular Meetings.** The Board of Directors will establish regular meetings at a time and place determined by a majority of the Directors. At least one regular meeting shall be held each calendar quarter.

9. **Special meetings.** The President or the Secretary may call a special meeting. The purpose of the special meeting is not required to be included in the meeting notice to each Director.

10. **Notice of a Regular or Special Meeting.** The Association membership shall be given notice of regular and special meetings at least seventy-two (72) hours prior to the meeting. The notice shall include the date, time and location for the meeting and may, but is not required to include an agenda that describes each item the Board plans to consider or take action on at the meeting.

11. **Quorum.** A majority of the Directors will constitute a quorum for the transaction of business. Each act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present will constitute the act or decision of the Board.

12. **Conduct of Meetings.** At all meetings of the Board of Directors, the President shall preside, or in his/her absence, the Vice President shall preside, or in his/her absence, the Secretary shall preside. The presiding officer may appoint any Director to serve as Secretary for the meeting.

13. **Open Meetings vs Executive Session.** Members are welcome to attend all Board meetings with the understanding that the following topics require discussion to be limited to executive session: (1) personnel; (2) pending or threatened litigation; (3) contract negotiation; (4) enforcement actions; (5) confidential communications with the Association's attorneys; (6) matters impacting the privacy of individual Owners; and (7) matters agreed by the affected parties and the Board to remain confidential.

14. **Actions Without a Meeting.** The Board of Directors may take action outside of a meeting, without prior notice to Owners, provide that each Director is given the opportunity to express his/her opinion to all other Directors and the vote is unanimous and in writing. This power to act outside of a meeting does not extend to the following matters:

14.1 Fines;

14.2 Damage assessments;

- 14.3 Initiation of foreclosure action;
- 14.4 Initiation of an enforcement action against a Lot Owner, unless the enforcement matter involves a violation constituting a threat to health or safety or the initiation of a legal proceeding seeking a temporary restraining order;
- 14.5 Increases in assessments;
- 14.6 Levying of a special assessment;
- 14.7 An appeal from a denial of architectural committee approval;
- 14.8 A suspension of a right of an Owner before the Owner has had an opportunity to attend a Board Meeting to present the Owner's position, including any defense, on the issue;
- 14.9 Lending or borrowing money;
- 14.10 The adoption or amendment of a Dedicatory Instrument;
- 14.11 The approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%);
- 14.12 The sale or purchase of real property;
- 14.13 The filling of a vacancy on the Board of Directors;
- 14.14 The construction of capital improvements, other than the repair, replacement, or enhancement of existing capital improvements; or
- 14.15 The election of an officer.

15. **Compensation.** No member of the Board of Directors shall receive any compensation for service as a Director.

ARTICLE V OFFICERS

1 **Enumeration of Officers.** The officers of the Association will be a President, Vice President, Secretary, Treasurer and Parliamentarian, who will at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

2 **Election of Officers.** While Board of Directors members serve for three (3) years, elected officers serve a one (1) year term and shall be elected by the Board of Directors. Any Director may hold more than one officer position, except that the President and the Vice President shall not also be the Secretary. The Board of Directors shall elect the officers at the first meeting of the Board of Directors following each annual meeting of Members.

3. **Removal of Officers.** Any officer may be removed, either with or without cause, and a successor elected, by a majority vote of the Board of Directors, at a regular or a special meeting of the Board of Directors.

4. **President.** The President shall serve as the chief executive officer and preside at meetings. The President shall have the power to appoint committees among the Owners to assist in the conduct of affairs for the Association. The President shall sign, along with the Vice President and Secretary, any deeds, mortgages, bonds, leases, contracts or other instruments. The President shall not have the power to bind the Association to any employment agreement on behalf of the Association unless such employment agreement has been expressly approved and authorized in advance by resolution of the Board of Directors.

5. **Vice President.** The Vice President shall assist the President as the President requests and shall also, in the absence or disability of the President, have the power and authority to perform all the functions of the President.

6. **Secretary.** The Secretary shall keep all the minutes of the Board of Directors and all the minutes of the Association; see that all notices are given in accordance with these Bylaws or as required by law; be the custodian of the Board's records and books; maintain a contact list of Owners/Members; and, in general, perform all the duties of the Secretary as may be assigned by the President or by the members of the Board of Directors.

7. **Treasurer.** The Treasurer shall collect, safeguard, disburse and make periodic reports of the funds collected in the name of the Association.

8. **Parliamentarian.** The Parliamentarian will advise the Board on rules of order, proper procedures for the conduct of meetings, and on the interpretation of the Bylaws, Restrictive Covenants, and the Articles of Incorporation.

9. **Additional Officers.** The Board may elect such other officers as the affairs in the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

10. **Vacancies of Officer Positions.** A vacancy in any office may be filled by the majority vote of the Board of Directors. The newly elected officer shall complete the unexpired portion of the outgoing officer's one (1) year term.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by applicable law, the Association will indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Association against expenses (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person: (i) acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

ARTICLE VII

ASSESSMENTS

Assessments. As more fully provided in the Restrictive Covenants, each Owner is obligated to pay the assessments and fees imposed by the Association which are secured by a continuing lien on the property against which such assessments are made. All assessments and fees shall be levied in accordance with the Restrictive Covenants. Any assessments which are not paid when due are considered delinquent. If an assessment is

not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney's fees of any such action will be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Properties or abandonment of his or her Lot. No diminution or abatement of assessments or fees shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties or from any action taken to comply with any law, ordinance, or order of a governmental authority.

ARTICLE VIII AMENDMENTS

These Bylaws may be amended by the affirmative vote of a majority of the Board of Directors.

ARTICLE IX MISCELLANEOUS PROVISIONS

1. **Conflicts.** In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the event of any conflict between the Restrictive Covenants and these Bylaws, the Restrictive Covenants shall control.

2. **Fiscal Year.** The fiscal year shall begin on the first day of January and end on the 31st day of December of every year.

3. **Notices.** Except as otherwise provided in the Restrictive Covenants or these Bylaws, all notices, demands, bills, statements and other communications under the Restrictive Covenants or these Bylaws shall be in writing and may be given (a) in person; (b) by U.S. Mail at the Owner's address as it appears on the books of the Association; or (c) by any other method permitted by law. Notices that are mailed shall be deemed given upon deposit with the U.S. Mail system. Notice given by email, telegram or telefax will be deemed to be given at the time of transmission. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address with the Association, the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, notice to one co-owner is deemed notice to all co-owners. Attendance by an Owner or Director at any meeting shall

constitute waiver of notice by the Owner or Director of the time, place and purpose of the meeting.

4. **Choice of Law.** These Bylaws will be construed under Texas law.

5. **Severability.** Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

6. **Construction.** To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements for obtaining and maintaining all tax exemptions available to nonprofit corporations. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and may not be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

7. **Waiver.** No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

CERTIFICATION OF THE ASSOCIATION'S SECRETARY

The undersigned Secretary of Radiance Property Owners' Association, Inc. (the "Association") hereby certifies that these Amended and Restated Bylaws of Radiance Property Owners' Association, Inc. (the "Bylaws") were approved by a majority of the Board of Directors pursuant to Section 22.102 of the Texas Business Organizations Code.

**RADIANCE PROPERTY OWNERS'
ASSOCIATION, INC.**

_____, Secretary

STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me this ___ day of _____, 2019 by _____, Secretary of Radiance Property Owners' Association, Inc.

Notary Public of Texas