

**AMENDED AND RESTATED BYLAWS
CRIGHTON RIDGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **CRIGHTON RIDGE HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 3500 West Davis, Suite 190, Conroe, Texas 77304, but meetings of Owners and directors may be held at such places with the State of Texas, County of Montgomery, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. Definitions. Wherever used in these Bylaws, the following terms shall have the following meanings:

"Architectural Review Committee" shall mean and refer to the committee by that name created by the Board of Directors of the Association to exercise exclusive jurisdiction over the modifications, additions, or alterations made on or to existing Living Units or other improvements on Lots as provided in the Declaration.

"Assessments" shall mean and refer to annual assessments, special assessments, and assessments levied by the Association as provided for in Article 7.8 of the Declaration, or required by the terms of a Supplemental Declaration, being those incurred for purposes of promoting the recreation, health, safety, common benefit and enjoyment of only the Owners and Occupants of Crighton Ridge against which the specific Assessment is levied, and/or of maintaining the properties within a given Neighborhood, and shall include Special Neighborhood Assessments and General Neighborhood Assessments as defined in the Declaration.

"Association" shall mean and refer to **CRIGHTON RIDGE HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, its successors and assigns.

"Board of Directors" and **"Board"** shall mean and refer to the duly elected Board of Directors of the Association.

"Common Area" shall mean all real property conveyed by the Declarant to the Association from time to time within the boundaries of the Property for use for the common use or benefit of all or some of the Owners of Lots within the Property, together with any and all improvements thereon. The Common Areas may include, without limitation, land used for drainage purposes, utility services, community signage monuments, community fencing or walls, natural reserves, landscaping reserves, private streets, parks, recreational facilities, and similar uses.

"Declarant" shall mean and refer to **CENTENNIAL HOMES, INC.**, a Texas corporation, its successors and its assignee designated and created as a successor Declarant as provided herein.

"Declaration" shall mean and refer the Declaration of Covenants, Conditions and Restrictions for Crighton Ridge, filed for record under Montgomery County Clerk's No. 9856067, as supplemented and/or amended from time to time.

"Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household, excluding mobile homes or other non-permanent structures.

"Lot" or **"Lots"** shall mean and refer to any of the single-family residential lots from time to time reflected on any recorded Plat of any portion of the Property; provided, however, the term "Lot" shall not include streets, easements, nor the property designated on the plat as landscape, drainage, scenic or other types of non-residential reserves, subject to the restrictions on platting and replatting as herein set forth. "Lot" shall also include building sites for the construction of one Living Unit structures resulting from consolidation of separately Platted Lots pursuant hereto.

"Member" shall mean and refer to every person or entity who holds membership in the Association.

"Neighborhood" shall mean and refer to any separately designated development area of the Properties comprised of various types of housing, initially or by supplement or amendment made subject to the Declaration and designated as a Neighborhood in accordance with the terms of the Declaration.

"Owner" shall mean and refer to the record owner of a fee simple title to any Lot which is a part of the Property, including owners that have entered into contracts of sale to sell their lots (but which sale has not been consummated), but excluding those having such interest merely as security for the performance of any obligation.

"Plats" shall mean and refer to all Property plats from time to time filed of record by Declarant (or with Declarant's or the Association's approval as and when herein required) in the Map or Plat Records of Montgomery County, Texas, with respect to Properties covered by the Declaration, as the same may be amended.

"Property" or the **"Properties"** shall mean and refer to the Property described in the Declaration, together with such additional lands as and when they are from time to time (if ever) made subject to the Declaration pursuant to the annexation provisions hereof, less any land deleted from the Property pursuant to the deannexation provisions of the Declaration. All of the Property may sometimes be commonly known and referred to as "Crighton Ridge."

"Supplemental Declaration" shall mean and refer to (i) any declaration of supplemental restrictions filed of record by Declarant, its successors or assigns, imposing more stringent or detailed restrictions or additional restrictions on or with respect to one or more Neighborhoods within the Property, (ii) any supplemental declaration of annexation executed and filed of record by Declarant, its successors or assigns, bringing additional property within the scheme of the Declaration under the authority provided in the Declaration, and (iii) any supplemental declaration executed and filed of record by Declarant, its successors or assigns, to accomplish both of the foregoing. References herein (whether specific or general) to provisions set forth in

"all (any) Supplemental Declarations" shall be deemed to relate to the Supplemental Declaration(s) which is or are applicable to the portions of the Property being referenced.

Section 2 Incorporation of Other Definitions. Wherever a capitalized term used in these Bylaws is not otherwise defined herein, such term shall have the meaning ascribed to it in the Declaration.

ARTICLE III MEMBERS

Every person or entity who is an Owner of any of the Properties which are subject to assessments by the Association (including Declarant, whether or not it is obligated to pay assessments thereon) shall be a Member of the Association. The foregoing description is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. No Owner shall have more than one Membership in the Association, but an Owner may have multiple votes depending on its ownership of multiple Lots in accordance with the voting provisions hereof. Membership (and Member voting rights, except for proxies granted under terms permitted by the Texas Non-Profit Corporation Act, as from time to time amended) shall be appurtenant to and may not be separated from ownership of the related Lot which is part of the Property. Owners may not assign Membership rights (including voting rights) associated with the Lot they own even to another Lot within the Property; provided however, that this provision will not be construed to prevent granting of proxies pursuant to the Texas Non-Profit Corporation Act, but an additional restriction on proxies is that no proxy may survive the conveyance of the Lot as to which the related Member vote(s) is or are appurtenant unless the Lot conveyance occurs between the time when the record Owner of the Lot is conclusively determined for voting purposes for a particular Member meeting and the time when such meeting occurs.

ARTICLE IV CLASSES OF MEMBERSHIP, VOTING RIGHTS, MEETINGS AND QUORUMS

Section 1. Classes of Membership. The Association shall have one class of voting membership as follows:

Class A. Class A Members shall be all Owners, and each such Class A Member shall be entitled to one vote for each Lot owned by such person or entity. When more than one person holds an interest in a single Lot all such persons shall be Members. The vote of such Lot shall be exercised as such co-owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. If the co-owners of a single Lot do not vote unanimously and in unison, no vote for that Lot shall be counted. Holders of future interests in a Lot not entitled to present possession, shall not be considered as Owners for the purposes of voting hereunder.

Section 2. Annual Member Meetings

All annual meetings of the Members shall be held at the office of the Association in Montgomery County, Texas, unless otherwise determined by the Board of Directors.

Section 3. Special Member Meetings.

Special meetings of the Members shall be held at the office of the Association in Montgomery County, Texas, or at such other place as may be designated in the notice of waiver or waivers of notice of the respective meetings. Special meetings of the Members may be called by the President or by a Vice President or by a majority of the directors or by request of Members holding at least one-fourth (1/4) of the voting power of the membership. Written notice of each special meeting shall state the time and place thereof and indicate briefly the purpose or purposes thereof. Notice may be sent by mail, facsimile, other electronic means or may be delivered by the Secretary, the President or Vice President, directly to the Members of the Association (and to any of the holders of first liens on the Property with respect to whom a written request for notice and a notice address has been delivered to the Association), at least ten (10) and not more than fifty (50) days prior to the date set for the holding of the meeting. With respect to any meeting called to address the matters referred to in Article IV, Section 4(b), below, such notice shall be given at least thirty (30) and not more than sixty (60) days prior to the proposed meeting date. Unless otherwise indicated in the notice of waiver or waivers of notice thereof, any and all business may be transacted at any annual meeting or special meeting of the Members.

Section 4. Member Quorums

(a) Except as provided in Article 4, Section 4(b), below, the presence of Members either in person or by proxy, holding an aggregate of ten percent (10%) of the voting power of the membership shall constitute a quorum for all purposes at any annual meeting or special meeting of the Members. If the Members necessary to constitute a quorum at any annual meeting or special meeting are not present in person or by proxy, such meeting shall be adjourned until the number of Members requisite to constitute a quorum shall be present in person or by proxy. Those Members holding a majority of all of the votes of the Members present in person or by proxy, may also adjourn any annual meeting or special meeting from time to time, without notice other than by announcement at the meeting, and provide for such meeting to be reconvened at a specified date and time not more than five (5) business days thereafter, so that the transaction of any and all business submitted or proposed to be submitted to such meeting may be completed. At any such reconvened meeting at which a quorum is present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally noticed or called.

(b) Written notice of any meeting called for the purpose of taking any action as to which a Member vote is required under Article 7.7 of the Declaration to increase the rate of assessments shall be mailed by first-class U.S. Mail to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies of all classes of membership entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting may either continue with addressing such assessment issue, or be adjourned but another meeting may be called subject to the same notice requirement; however, the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Presiding Officer

The President of the Association, or in the President's absence, a Vice President of the Association, shall call the Member meetings to order and in addition shall act as Chairman. In the absence of the President and Vice President of the Association, the Members present may appoint a Chairman by majority vote. In the Secretary's absence, the presiding officer may appoint any person (whether or not a Member) to act as Secretary of the meeting.

Section 6. Voting

At all meetings of Members, all questions, unless otherwise expressly required by statute, the Articles of Incorporation, or the Declaration, shall be decided by a simple majority of the votes of the Members present in person or by proxy at a meeting duly called with a quorum present. Upon the determination of the presiding officer of any meeting or upon the demand of any Member or a Member's proxy, voting shall be by secret written ballot. Each ballot shall be signed by the Member voting or by a validly appointed proxy. There shall be no cumulative voting by the Members. All voting shall be by Members in person or by proxy as allowed by the Act.

Section 7. Informal Action

The Association may act with a meeting on any issue on which a vote of the Members is required, by obtaining the written consent of the Members holding the same percentage of the votes of all Members as the percentage that would be required in a vote of the Members at a meeting considering such issue disregarding that only a quorum of Members would be required at a meeting.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number; Term

The affairs of this Association shall be managed by a Board of three (3) directors. The directors shall serve two (2) year staggered terms so that a minimum of one-third (1/3) of the Board members' terms will expire each year. The number of directors may be changed by amendment of the Bylaws of the Association. Their successors are selected as hereinbelow provided.

Section 2. Death, Resignation or Removal; Replacement

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Board or by the Declarant. In the event of death, resignation or removal of a director, his successor shall be selected by a majority vote of the remaining members of the Board present and voting at a special meeting of the Board duly called and held (even though a quorum may not be present and voting at a special meeting of the Board duly called and held (even though a quorum may not be present at the meeting), or by unanimous written consent of the remaining Board members. Notwithstanding the foregoing, however, if the remaining members of the Board fail to fill any such vacant director position within sixty (60) days of the vacancy (the "Director Replacement Period"), the Declarant may fill such vacant board position by designating the successor director in writing.

Section 3. Compensation

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his duties.

Section 4. Action Taken Without a Meeting

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE VI
MEETINGS OF DIRECTORS**

Section 1. Regular Meetings

Regular meetings of the Board of Directors shall be held quarter-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. Among its other express and implied powers under the Declaration, the Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the property and facilities subject to the Declaration, and the personal conduct of the Owners and their employees, lessees, tenants and guests thereon;
- (b) suspend the voting rights and right to use of any facilities owned or operated by the Association by an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association in the Declaration of these Bylaws, and not

reserved to the Owners by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) oversee the operations of the Architectural Review Committee as contemplated in the Declaration, including, without limitation, and when and as required by the Declaration appoint members or replacement members thereto.

Section 2. Duties. It shall be the duty of the Board of Directors to carry out its responsibilities under the Declaration, including specifically, but without limitation to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at any special meeting in which such statement is requested in writing by the Owners representing two-thirds (2/3) of the total votes possible;
- (b) supervise all officers and agents of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, determine the amount to be levied as the assessments against each Owner for each calendar year;
- (d) as more fully provided in the Declaration, to foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (reasonable charge may be made by the Board for the issuance of these certificates), and if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) procure and maintain adequate liability and hazard insurance on the Common Area;
- (g) cause the Common Area to be maintained; and
- (h) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

Section 3. Board Actions. The board may not consider or vote on 15 different items unless done in an open meeting for which members have been provided notice. The 15 items are as follows:

1. Fines
2. Damage assessments
3. Initiation of foreclosure actions

4. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety
5. Increases in assessments
6. Levying of special assessments
7. Appeals from a denial of architectural control approval
8. A suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense on the issue.
9. Lending or borrowing money
10. The adoption or amendment of a dedicatory instrument
11. The approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent
12. The sale or purchase of real property
13. The filling of a vacancy on the board
14. The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements
15. The election of an officer

There are no exceptions to the requirement to hold a meeting and provide notice to the owners before considering or voting on the 15 items listed above.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer.

Section 2. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 3. Special Appointments. The Board may elect such other officers as the officers of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 3 of this Article.

Section 7. Duties. The duties of the officers are as follows:

- (a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.
- (b) **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the names of the Owners together with their addresses, and shall perform such other duties as required by the Board.
- (d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare or cause to be prepared an annual budget and a statement of income and expenditures to be presented to the Owners annually, and deliver a copy of each to the owners.

ARTICLE IX COMMITTEES

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE X RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each Owner is obligated to pay to the Association assessments which are secured by a continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate permitted by Texas law, and if there is no maximum lawful rate applicable to such transaction, then at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Property, and interest, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by non-use and/or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: **CRIGHTON RIDGE HOMEOWNERS ASSOCIATION, INC.** Use of the seal shall not be required in order to render an act of the Association binding on it.

ARTICLE XIII
AMENDMENTS

The Bylaws of this Association are hereby adopted by the initial Board of Directors and shall be amended or altered by a majority of the members of the Board of Directors, or their successors. In the event of a conflict between these Bylaws and the Declaration, the Declaration shall be deemed controlling.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of **CRIGHTON RIDGE HOMEOWNERS ASSOCIATION, INC.**, have hereunto set our hands the 14 day of JANUARY, 2021, to reflect the adoption of the foregoing Bylaws to be effective to the fullest extent allowed by law as of _____

BOARD OF DIRECTORS:

RC Skye
Paul B. Lewitt
W. S. [Signature]

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the **CRIGHTON RIDGE HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation; and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof (or pursuant to a consent action in lieu thereof), with the intention that they be effective to the fullest extent allowed by applicable law as of _____.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said Association this 14 day of January, 2021.

RCSkyLef

E-FILED FOR RECORD

02/11/2021 11:14AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

02/11/2021



County Clerk
Montgomery County, Texas

ADDITIONAL DEDICATORY INSTRUMENT
for
CRIGHTON RIDGE HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Chris J. Archambault who, being by me first duly sworn, states on oath the following:

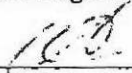
My name is Chris J. Archambault I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Attorney for Crighton Ridge Homeowners Association, Inc. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

AMENDMENT AND RESTATED BYLAWS
FOR
CRIGHTON RIDGE HOMEOWNERS ASSOCIATION, INC.

DATED this 11th day of February, 2021.

Crighton Ridge Homeowners Association, Inc.

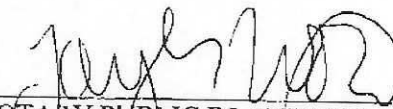
BY: 
Chris J. Archambault, Attorney
(Printed Name)

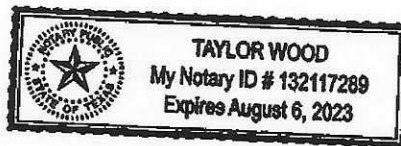
THE STATE OF TEXAS

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§
§

COUNTY OF HARRIS

THIS INSTRUMENT was **acknowledged** before me on this the 11th day of February, 2021 by the said Chris J. Archambault, Attorney for Crighton Ridge Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After Recording Return To:
IMC Management
3500 West Davis Rd., Ste# 190
Conroe TX 77304