

**SUFFOLK CHASE
HOMEOWNERS ASSOCIATION, INC.**

BYLAWS

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**BYLAWS OF
SUFFOLK CHASE HOMEOWNERS ASSOCIATION, INC.**

I. PURPOSE

Suffolk Chase Homeowners Association, Inc. (the "**Association**") is a property owners' association organized under the laws of the State of Texas for the primary purposes of: owning and maintaining the Common Area within the Subdivision, providing common services on behalf of the residents of the Subdivision, and providing architectural control and compliance with the Association Restrictions.

II. DEFINITIONS AND INTERPRETATION

When used in these Bylaws, unless the context otherwise specifies or requires, the following words and phrases shall have the meanings hereinafter set forth:

- (a) "**Articles**" means the Articles of Incorporation of Suffolk Chase Homeowners Association, Inc., as filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.
- (b) "**Assessment**" means any assessments levied by the Association under the terms and provisions of the Declaration.
- (c) "**Association Property**" means all real or personal property now or hereafter owned by the Association, including, but not limited to, all easement estates, licenses, leasehold estates, and other interests of any kind in and to real or personal property which are now or hereafter owned or held by the Association.
- (d) "**Association Restrictions**" means, collectively, the Declaration, the Articles, the Bylaws, and the Association Rules.
- (e) "**Association Rules**" means the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.
- (f) "**Board**" means the Board of Directors of the Association.
- (g) "**Bylaws**" means these Bylaws as adopted by the Board, as same may be amended from time to time.
- (h) "**Common Areas**" means and refer to that portion of the Subdivision now or hereafter owned by the Association for the common use and enjoyment of the Members of the Association and shall include, without limitation, all recreational facilities, swimming pools, storage facilities, pumps, trees, landscaping, sprinkler systems and pavement situated thereon. The Common Area shall specifically include all of Reserve A of Suffolk Chase, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at Volume 269, Page 111, of the Map Records of Harris County, Texas, save and except the west sixty (60) feet of such Reserve A.

- (i) **"Declaration"** means the Declaration of Covenants, Conditions and Restrictions for Suffolk Chase recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. F587088, as may hereafter be amended.
- (j) **"Fiscal year"** of the Association means the period each year commencing on January 1 and ending on December 31.
- (k) **"Lot"** means each lot within the Subdivision, as shown on the plat, together with all improvements located thereon.
- (l) **"Member"** means any person(s), entity, or entities holding membership privileges in the Association as provided in the Declaration.
- (m) **"Mortgage"** means any mortgage or deed of trust covering a Lot given to secure the payment of a debt.
- (n) **"Mortgagee"** means the holder of any Mortgage on a Lot.
- (o) **"Owner"** means any person or persons, entity or entities, or combination thereof, that is the record owner of a fee simple title to a Lot, excluding a Mortgagee.
- (p) **"Subdivision"** shall mean and refer to Suffolk Chase, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 269 , Page 111, of the Map Records of Harris County, Texas.

Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations, and vice versa, where the context so requires.

III. MEETING OF MEMBERS

3.1 Annual and Special Meetings

- (a) An annual meeting of the Members shall be held in the month of March of each year, on a date and at a time and location designated by the Board.
- (b) Special meetings of the Members may be called at any time by the President or the Board, and shall be called by the Board upon the receipt of a written request by Members who are entitled to vote twenty-five percent (25%) or more of the total votes in the Association; provided that, a request by Members for the call of a special meeting must set forth the purpose for which a special meeting is requested and the purpose of the meeting must be a proper purpose for the call of a Members' meeting.

3.2 Place of Meetings

All annual and special meetings of the Members shall be held Suffolk Chase Pool Area or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Board and designated in the notice of such meetings.

3.3 Notice of Meetings

It shall be the duty of the Secretary to send to the Owner of each Lot written notice of each annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice may be delivered personally, by mail, by facsimile, and to the extent expressly authorized by statute, by electronic message. If a Member desires that notice be given at an address other than the Lot, the Member shall provide the alternative address for the purpose of receiving notice in writing to the Secretary. Notice by facsimile must be sent to the facsimile number provided to the Association in writing by that Member. Notice shall be served not less than ten (10) nor more than thirty (30) days before a meeting. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If faxed, the notice shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If sent by electronic message, the notice shall be deemed to be delivered as provided by applicable statute. The Board of Directors may use any other means to deliver a notice of a meeting that may become available with advancements in technology, provided that notice by such means is authorized by statute.

3.4 Quorum

Except as otherwise provided in these Bylaws or the Declaration, the quorum for any meeting of the Members shall be the presence, in person or by proxy, of Members entitled to cast ten percent (10%) of the total votes in the Association.

Any meeting of the members may be adjourned from time to time for a period not exceeding forty-eight (48) hours by vote of the members holding a majority of the votes represented at the meeting, regardless of whether a quorum is present. No additional notice of the adjourned session of the meeting shall be required. Any business which could have been properly transacted at the original session of the meeting may be transacted at the adjourned session of the meeting.

3.5 Voting

- (a) **Form of Proxy or Ballot.** For each meeting of the Members, the Board shall promulgate the form of the proxy, the ballot, or other voting instrument. No proxy, ballot, or other voting instrument other than the form promulgated by the Board shall be valid or accepted by the Association.
- (b) **Deadline for Return of Voting Paperwork.** The Board may establish a deadline, which may be communicated on the proxy form or absentee ballot, or otherwise communicated to the Member, for return of proxies, absentee ballots, or other votes.

3.6 Voting Rights

Each Member shall have one (1) vote for each Lot owned.

3.7 Order Of Business

The order of business at all meetings of the Members shall be determined by the Board.

IV. BOARD OF DIRECTORS

4.1 Number and Qualifications

The affairs of the Association shall be governed by a Board of Directors comprised of three (3) persons. Each Director must be a Member of the Association. The members of the Board of Directors shall act in such capacity and shall manage the affairs of the Association until their successors are elected. A Director shall cease to be eligible to serve, and shall automatically be removed as a Director, on the date the Director ceases to own a Lot in the Subdivision.

4.2 Term Of Office

Directors shall be elected for a term of two (2) years. The terms for the directors shall be staggered so that one (1) Director is elected in odd-numbered years and two (2) Directors are elected in even-numbered years.

4.3 Candidates for Election to the Board

All Members have the right to run for a position on the Board of Directors. Each year, at least sixty (60) days prior to the date of the annual meeting of the Members, the Association shall send notice to all Members of the number of positions on the Board to be filled by election at the upcoming annual meeting and the right of all Members to run for a position on the Board. The notice shall specify a date by which a Member must submit his/her name as a candidate for election to the Board, together with biographical information. The Association must be notified by the Member who desires to run for a position on the Board, not another Member, to confirm the Member's desire to run for election and to serve on the Board. All Members who notify the Association by the stipulated deadline shall be candidates whose names and biographical information shall be included in the notice of annual meeting sent to all Members. A Member who does not submit his/her name by the deadline set forth in the Association's notice may thereafter notify the Association of his/her desire to run for election to the Board and, in that event, the Member shall be a candidate for election to the Board. However, the Association shall not be obligated to send a supplemental notice to all Members advising of the names and biographical information of any candidates who submit their names and biographical information after the deadline in the Association's notice. Provided that, if any notice is thereafter sent or published by the Association which includes a list of candidates for election to the Board, the list shall include the names of all candidates. Nominations for election to the Board shall not be made by a nominating or other committee of the Association. Nomination for election to the Board shall be permitted from the floor at the annual meeting.

4.4 Election

At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

4.5 Recount of Votes

Any Member may request a recount of the votes of an election. A request for a recount must be submitted not later than the 15th day after the date of the meeting at which the election was held. A demand for a recount must be submitted in writing either:

- a. by certified mail, return receipt requested or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the last recorded management certificate; or

- b. in person to the Association's managing agent as reflected on the last recorded management certificate or to the address to which absentee ballots and proxy ballots were mailed.

Upon the receipt of a timely request for a recount, the Association shall, at the expense of the Member requesting the recount, retain the services of a qualified person to perform the recount. The Association shall enter into a contract for the services of a person who is not a Member of the Association or related to a member of the Board of Directors of the Association within the third degree by blood or marriage and is a:

- a. current or former county judge;
- b. current or former county elections administrator;
- c. current or former justice of the peace;
- d. current or former county voter registrar; or
- e. person agreed on by the Association and the Member requesting the recount.

A recount must be performed on or before the 30th day after the date of receipt of the request and payment for the recount. If the recount changes the results of the election, the Association shall reimburse the Member for the cost of the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by the recount.

4.6 Removal And Vacancies

Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. If the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude, the Board member is immediately ineligible to serve on the Board and shall, therefore, be immediately removed. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve out the remaining term of his predecessor.

4.7 Compensation

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

4.8 Powers And Duties

The Board shall have the powers and duties necessary for the operation and maintenance of the Association Property and the administration of the other responsibilities and affairs of the Association, including, but not limited to, the powers and duties set forth in the Declaration. Subject to the provisions of the preceding sentence, the Board may do all such acts and things that are not by these Bylaws or by the Declaration reserved to the exclusive power to act by the Members.

4.9 Additional Powers And Duties

The Board shall have the following additional powers and duties:

- (a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and other provisions of the Declaration.
- (b) To establish and enforce rules, conditions, restrictions, limitations, and other provisions necessary for the orderly operation, use and maintenance of the Association Property.
- (c) To adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof. A copy of such rules shall be delivered or mailed to each Member promptly upon the adoption thereof.
- (d) To keep in good order, condition, and repair the Association Property.
- (e) To fix, levy, and collect the Assessments, abeyance fees, other fees, and fines to be paid by each Owner in accordance with the terms of the Declaration as amended from time to time; and by majority vote of the Board to decrease or increase such fees and Assessments, subject to the provisions of the Declaration; to levy and collect special Assessments in order to meet increased operating expenses and costs for which a special Assessment is authorized under the Declaration. All Assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the Assessments are being made.
- (f) To collect delinquent fees, fines, or assessments by suit, lien foreclosure, or otherwise, and to enjoin or seek damages from an Owner for violation of the Declaration or the Association Rules.
- (g) To protect and defend the Association Property from loss and damage by suit or otherwise.
- (h) To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness; and to mortgage, pledge, or hypothecate any or all Association Property as security for money borrowed or debts incurred in connection with the affairs of the Association.
- (i) To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board.
- (j) To maintain complete and accurate books and records showing all of the receipts, expenses, or disbursements and to make such books and records available to Members in accordance with the Association's Open Records Policy. Such financial statements shall be available to any Mortgagee, on request, within ninety (90) days following the fiscal year end of the Association. Any Member may require that the Association cause to be prepared and delivered, at such Member's expense, an audited financial statement of the Association.
- (k) In general, to carry on the administration of the Association and to promote the use and enjoyment of the Association Property.

4.10 Committees

The Board may establish committees as deemed appropriate appoint and remove the members of such committees by procedures established by the Board. Members and residents of the Subdivision shall be eligible to serve on such committees.

V. MEETINGS OF DIRECTORS

5.1 Regular Meetings

Regular meetings of the Board of Directors may be held at such time, date, and place as shall be determined from time to time by a majority of the Directors. Notice of each regular meeting shall be given to all Members as required by law. The Board of Directors may participate in and hold a regular or special meeting by means of:

- (a) conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or
- (b) another suitable electronic communications system, including video conferencing technology or the Internet, only if:
 - i. each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and
 - ii. the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet shall constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Provided that, without prior notice to the Members, the Board may take action only on routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that required immediate Board action. Any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. Provided further that, the Board may not take action without prior notice to the Members on any matter prohibited by law to be taken without prior notice to the Members.

5.2 Special Meetings

Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors. The notice shall specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by anyone of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile, or (d) if authorized by statute, by email. All such notices shall be given or sent to the Director's address, email, or facsimile number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices given by personal delivery, email, or facsimile shall be delivered or given at least four (4) days before the time set for the meeting. The provisions in Article V, Section 5.3, relating to notice to the Members shall be applicable to a special meeting of the Board of Directors.

5.3 Notice of Board Meeting

The Board of Directors shall give Members notice of Board meetings (regular and special), including the date, hour, place, and general subject of the Board meeting, including a general description of any matter to be brought up for deliberation in closed executive session. A notice of meeting shall be:

- a. mailed to all Members at least ten (10) days before the date of the meeting; or;
- b. provided at least 72 hours before meeting by:
 - i. being posted notice in a conspicuous location, either in a Common Area or on the Association's website; and
 - ii. being emailed to all Members who have registered their email addresses with the Association.

It is a Member's duty to register and keep an updated email address with the Association.

5.4 Waiver of Notice

The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

5.5 Quorum of Board of Directors

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue and business may be transacted, notwithstanding the withdrawal of Directors during the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, either in person or by proxy, the President may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to the Directors in the manner prescribed for the original meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice, provided that any action taken shall be approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting.

5.6 Action Taken Without A Meeting

Any routine or administrative matter or matter involving a reasonably unforeseen emergency may be taken without a meeting if a written consent, stating the action to be taken, is signed by

the number of Directors necessary to take that action at a meeting at which all of the Directors are present and voting. The consent must state the date of each Director's signature. Any such action must be summarized orally including an explanation of any known actual or estimated expenditures approved, and documented in the minutes of the next regular or special Board meeting.

5.7 Open Meetings

All meetings of the Board of Directors shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board of Directors. Provided that, if a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the discussion between Directors, the Board of Directors shall have the authority, after an initial warning, to cause that Member to be removed from the meeting.

5.8 Executive Session

The Board of Directors may adjourn a regular or special meeting and reconvene in a closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, and matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing any information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

VI. OFFICERS

6.1 Designation

The officers of the Association shall be a President and a Vice President, who shall at all times be members of the Board, and a Secretary/Treasurer, as well as such other officers as the Board may from time to time create by resolution.

6.2 Election and Term Of Officers

Officers are selected by and serve at the discretion of the Board.

6.4 Special Appointments

The Board may elect such other officers as the affairs 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.

6.5 Resignation And Removal

Upon an affirmative vote of the majority of the members of the Board, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purposes.

Any officer may resign at any time by giving written notice to the Board, the President, or the 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, acceptance of such resignation shall not be necessary to make it effective.

6.6 Vacancies

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

6.7 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 any special offices created pursuant to Section 6.4.

6.8 Offices

The duties of the officers are as follows:

- (a) **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of both the Association and the Board, and shall have all the general 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 to assist in the administration of the affairs of the Association, and the duty to see that the orders and resolutions of the Board are carried out. The President, or his designated alternate, shall represent the Association at all meetings of the Association.
- (b) **Vice President.** Any Vice President shall generally assist the President and shall have such powers and perform such duties and services as shall, from time to time, be prescribed or delegated to him by the President or the Board. The Vice President shall perform the functions of President in the President's absence.
- (c) **Secretary/Treasurer.** The Secretary shall: record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records listing all Members of the Association, together with their current addresses; and perform such other duties as required by the Board.

The Secretary/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; sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting and deliver a copy of each to the Members. In the event that there is no Secretary/Treasurer currently serving, the President shall be empowered with the Treasurer's duties.

6.9 Assistant Officers

The Board may appoint such assistant secretaries and treasurers as the Board deems to be in the best interest of the Association to carry out the routine and day-to-day operations of the Association, as authorized by the Board.

VII. OBLIGATIONS OF THE OWNERS

7.1 Use Of The Common Areas

Each Member may use the Common Areas in accordance with the purposes for which it is intended, subject to reasonable Association Rules adopted by the Board. Subject to any notice requirements provided by law, the Board shall have the right to suspend a Member's right to use the Association Property (i) in the event such Member is delinquent in the payment of any Assessment, as provided in the Declaration, and (ii) for a reasonable period, at the Board's discretion, in response to any infraction of the Association Rules.

7.2 General

Each Owner shall comply strictly with the provisions of the Declaration and shall cause all his tenants, guests, and visitors to comply with the provisions of the Declaration and all Association Rules.

7.3 Email Addresses

An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in the manner required by these Bylaws may result in the Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails. An Owner is required to notify the Association in writing when the Owner's e-mail address changes. Such notice must be delivered to the Association's managing agent by fax, mail, or email. In the alternative, and at the Association's discretion (if available), an Owner may update his/her email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association must be for the sole purpose of requesting an update to the Owner's email address. In other words, merely sending an email from a new email address, or including the new email address in a communication sent for any other purpose other than providing notice of the new email address, does not constitute a request to change the Owner's email in the Association's records.

VIII. AMENDMENTS TO BYLAWS

These Bylaws may be amended, at a regular or special meeting of Members, by a vote of Members of the Association entitled to cast at least fifteen percent (15%) of the total number of votes of the Association.

In the event of any conflict between the Articles and these Bylaws, the Articles shall control. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IX. NON-PROFIT ASSOCIATION

9.1 Non-Profit Purpose

The Association is not organized for profit. No Owner, Member, Director, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or compensation to or inure to the benefit of any Director, provided, however that: (i) reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (ii) any Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, subject to prior approval of the Board.

9.2 Filing Of Papers

The Board shall cause to be filed with all applicable government agencies, such certificates, reports, and other paperwork as necessary to assure that the Association, to the greatest extent possible, retains its tax-exempt status as a Texas non-profit corporation.

X. INDEMNIFICATION

10.1 Definitions

For the purposes of this Article:

- (a) "Indemnitee" means (i) any present or former director, advisory director or officer of the Association; (ii) any person who, while serving in any of the capacities referred to in clause (i) hereof, served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise; and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board or any committee thereof to serve in any of the capacities referred to in clauses (i) and (ii) hereof.
- (b) "Official Capacity" means (i) when used with respect to a Director, the office of the Director, and (ii) when used with respect to a person other than a Director, the elective or appointive office of the Association held by such person, or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation, or any partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.
- (c) "Proceeding" means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

10.2 Indemnification

The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is, or is threatened to be named a defendant or respondent, or in which he was or is a witness without being named a defendant or a respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities

referred to in Article X Section 10.1(a), if it is determined that the Indemnitee, in accordance with Article X Section 10.4. (i) conducted himself in good faith; (ii) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was, at the least, not opposed to the Association's best interests; and (iii) in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was illegal. Such indemnification is provided, however, that in the event that an Indemnitee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification (i) is limited to reasonable expenses actually incurred by Indemnitee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association.

Except as provided in the immediately preceding proviso to the first sentence of this Article X Section 10.2, no indemnification shall be made under this Article X Section 10.2 in respect of any Proceeding in which such Indemnitee shall have been (i) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (ii) found liable to the Association.

The termination of any Proceeding by judgment, order, settlement, or conviction, or on a plea of *nolo contendere* or its equivalent, is not of itself determinative that Indemnitee did not meet the requirements set forth in clauses (i), (ii), or (iii) in the first sentence of this Article X Section 10.2. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue, or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, but are not limited to, all court costs and all fees and disbursements of attorneys for the Indemnitee.

10.3 Successful Defense

If an Indemnitee has been wholly successful, on the merits or otherwise, in defense of a Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Article X Section 10.1(a), the Association, without limitation of Article X Section 10.2 and in addition to the indemnification provided for in Article X Section.2, shall indemnify the Indemnitee against reasonable expenses incurred by Indemnitee in connection with such a Proceeding.

10.4 Determinations

Any indemnification under Article X Section 10.2 (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnitee is proper in the circumstances because he has met the applicable standard of conduct.

Any such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who, at the time of such vote, are not named as defendants or respondents in the Proceeding; (ii) if such a quorum cannot be obtained, then by a majority vote of all Directors (in which designation Directors who are named defendants or respondents in the Proceedings may participate), such committee to consist solely of two (2) or more Directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (iii) by special legal counsel chosen by the Board or a committee thereof by vote as set forth in clauses (i) or (ii) of this Article X Section 10.4, or, if the requisite quorum of Directors cannot be obtained and such committee cannot be established, by a majority vote of all Directors (including any Directors who are named defendants or respondents in the Proceeding); or (iv) by the Members

in a vote that excludes the Directors who are named defendants or respondents in the Proceeding.

Determination of "reasonable expenses" shall be made in the same manner as the determination of indemnification, except that if the determination that indemnification is permissible is made by special legal counsel, the determination of "reasonable expenses" must be made in the manner specified in clause (iii) of the preceding paragraph for the selection of special legal counsel.

In the event that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

10.5 Payment Of Expenses

Any reasonable expenses (including court costs and attorney's fees) incurred by an Indemnitee who was or is a witness, or who is or is threatened to be named a defendant or respondent in a Proceeding, shall be paid by the Association at reasonable intervals prior to the final disposition of such Proceeding, without making any of the determinations specified in Article X Section 10.4, after receipt by the Association of (i) a written affirmation by such Indemnitee that he believes in good faith that he has met the standard of conduct necessary for indemnification by the Association under this Article X and (ii) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if Indemnitee is ultimately determined by the Association to not be entitled to indemnification, as authorized in this Article X. Such written undertaking shall be an unlimited obligation of the Indemnitee, but need not be secured and it may be accepted without reference to any financial ability to repay such sums. Notwithstanding any other provision of this Article X, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding in which he is not named a defendant or respondent in the Proceeding.

10.6 Other Indemnification And Insurance

The indemnification provided in this Article X shall (i) not be exclusive of, or preclude, any other rights to which those seeking indemnification may at any time be entitled under the Articles, any applicable law, agreement or vote of Members or disinterested Directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on Indemnitee's behalf, both as to action in his Official Capacity and as to action in any other capacity, (ii) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (iii) inure to the benefit of the heirs, successors, and assigns of such Indemnitee.

10.7 Notice

Any indemnification of an Indemnitee or any payment of expenses to an Indemnitee in accordance with this Article X shall be reported in writing to the Members, with or before the notice or waiver of notice of the next meeting of the Members, or with or before the next submission to the Members of a consent to action without a meeting. Any such notice shall occur within the twelve (12) month period immediately following the date of indemnification or advance.

10.8 Invalidity

The indemnification provided by this Article X shall be subject to all valid and applicable laws, including, but not limited to, Article 2.02-1 of the Texas Business Association Act, and, in the

event this Article X or any of the provisions herein, or the indemnification contemplated hereby, are found to be inconsistent with or contrary to any such laws, the applicable laws shall be deemed to control and this Article X shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

10.9 Continuing Offer, Reliance, etc.

The provisions of this Article X (i) are for the benefit of, and may be enforced by, each Indemnitee of the Association the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee, and (ii) constitute a continuing offer to all present and future Indemnitees.

By the adoption of these Bylaws, the Association (i) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this Article X in becoming, and serving in any of the capacities referred to in Article X Section 10.1(a) herein, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees, and (iii) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article X in accordance with their terms by any act or failure to act on the part of the Association.

10.10 Effect Of Amendment

No amendment, modification, or repeal of this Article X or any provision hereof shall, in any manner, terminate, reduce, or impair the right of any past, present, or future Indemnitees to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees under and in accordance with the provisions of this Article X as in effect immediately prior to such amendment, modification, or repeal with respect to claims arising from, or relating to, matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

CERTIFICATION

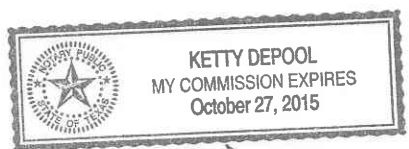
IN WITNESS WHEREOF, we, being all of the Directors of Suffolk Chase Homeowners Association, Inc. have hereunto set our hands this 17 day of

March, 2014.

David Harris
[David Harris, President]

Nick Palermo
[Nick Palermo, Vice President]

Jose De La Rosa
[Jose De La Rosa, Secretary/Treasurer]



Ketty Depool
NOTARY