

**SECOND AMENDED AND RESTATED BYLAWS OF
SHORELINE OAKS MASTER ASSOCIATION, INC.**

Basic Information

- Homeowners' Association:** SHORELINE OAKS MASTER ASSOCIATION, INC.,
a Texas nonprofit corporation
- Principal Office:** 2150 Sky Crest
Corpus Christi, Texas 78418
- Declaration:** Amended and Restated Declaration of Covenants and Restrictions
for Shoreline Oaks Subdivision recorded in the real property
records of Nueces County, Texas
- Definitions:** Capitalized terms used but not defined herein have the meaning
set forth in the Declaration
- Voting Members:** Members entitled to vote or their designated proxies. Any
Member delinquent in payment of any Assessment is not a Voting
Member except as to the election of the Board and as to any
matter concerning the rights or responsibilities of that Owner.

A. Members

A.1. Membership. Every Owner is a Member of the Homeowners' Association. Membership is appurtenant to and may not be separated from ownership of a Lot. When more than one person is an Owner, each is a Member, but only one vote may be cast for a Lot.

A.2. Place of Meeting. Members meetings will be held at the Homeowners' Association's Clubhouse or at another place designated by the Board.

A.3. Annual Meetings. Regular annual members meeting will be held during the first 2 weeks of May each year, with the date and time to be determined by the Board.

A.4. Special Meetings. The president may call special meetings. The president must call a special meeting if directed by the Board or by a petition signed by fifty percent (50%) of the Members.

A.5. Notice of Meetings. Written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less than ten (10) days before the meeting, nor more than sixty (60) days before the meeting. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid. In lieu of the tangible notice

described in this paragraph, any Member may instead direct the Homeowners' Association to provide electronic notice of each Members meeting via email.

A.6. Waiver of Notice. A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

A.7. Quorum. Twenty-five percent (25%) of the Voting Members is a quorum. If a Members meeting cannot be held because a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At any reconvened Members meeting, ten percent (10%) of the Voting Members is a quorum.

A.8. Majority Vote. Votes representing more than fifty percent (50%) of the Voting Members present at a meeting at which a quorum is present are a majority vote.

A.9. Proxies. Voting Members may vote by written proxy in addition to any other option as permitted by law.

A.10. Conduct of Meetings. The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the members.

A.11. Action without Meeting. Any action that may be taken at a Members meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of Members as would be necessary to take that action at a meeting.

B. Board

B.1. Governing Body; Composition. The affairs of the Homeowners' Association are governed by the Board. Each director has one vote. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.

B.2. Number of Directors. The Board consists of not less than three (3) nor more than five (5) directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

B.3. Term of Office. The terms of the directors shall be staggered so that at least one director will be elected each year. Each director will have a term of three (3) years. Directors may serve consecutive terms.

B.4. Election. At the annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

B.5. Removal of Directors and Vacancies

B.5.a. Removal by Members. Any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.

B.5.b. Removal by Board. Any director may be removed at a Board meeting if the director-

- i. failed to attend three (3) consecutive Board meetings;
- ii. failed to attend four (4) total Board meetings within one year;
- iii. is delinquent in the payment of any Assessment for more than forty-five (45) days; or
- iv. is the subject of an enforcement by the Homeowners' Association for violation of the Dedicatory Instruments.

B.5.c. Vacancies. A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

B.5.d. Successors. If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

B.6. Compensation. Directors will not receive compensation. A director may be reimbursed for actual Homeowners' Association expenses, provided they are approved by the Board.

B.7. Powers. The Board has all powers necessary to administer the Homeowners' Association's affairs.

B.8. Management. The Board may employ a managing agent.

B.9. Accounts and Reports. Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared:

B.9.a. A monthly income statement reflecting all income and expense activity for the preceding period.

B.9.b. A monthly statement reflecting all cash receipts and disbursements for the preceding period. A photocopy of all deposits showing each check, money order and receipts for all cash collected must be kept on file with each deposit.

B.9.c. An annual variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.

B.9.d. A monthly balance sheet as of the last day of the preceding period.

B.9.e. A quarterly delinquency report listing all Owners who are delinquent by more than thirty (30) days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

B.10. Borrowing. The Board may borrow money (up to 10% of the total annual Regular Assessment amount) to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money in excess of such amount or borrow money for any other purpose.

B.11. Rights of Homeowners' Association. With respect to the Common Area, and in accordance with the Declaration, the Homeowners' Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

B.12. Enforcement Procedures

B.12.a. Notice.

(a) Before the property owners' association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the association, or report any delinquency of an owner to a credit reporting service, the association or its agent must give written notice to the owner by certified mail.

(b) The notice must:

(1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner;

(2) except as provided by Subsection (d), inform the owner that the owner:

(A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety;

(B) may request a hearing under Bylaws B. 12. b. on or before the 30th day after the date the notice was mailed to the owner; and

(C) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the owner is serving on active military duty;

(3) specify the date by which the owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and

(4) be sent by verified mail to the owner at the owner's last known address as shown on the association records.

(c) The date specified in the notice under Subsection (b)(3) must provide a reasonable period to cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety.

(d) Subsections (a) and (b) do not apply to a violation for which the owner has been previously given notice under this section and the opportunity to exercise any rights available under this section in the preceding six months.

(e) If the owner cures the violation before the expiration of the period for cure described by Subsection (c), a fine may not be assessed for the violation.

(f) For purposes of this section, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.

(g) For purposes of this section, a violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this subsection, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

(h) The following are examples of acts considered incurable for purposes of this section:

- (1) shooting fireworks;
- (2) an act constituting a threat to health or safety;
- (3) a noise violation that is not ongoing;
- (4) property damage, including the removal or alteration of landscape; and
- (5) holding a garage sale or other event prohibited by a dedicatory instrument.

(i) The following are examples of acts considered curable for purposes of this section:

- (1) a parking violation;
- (2) a maintenance violation;
- (3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- (4) an ongoing noise violation such as a barking dog.

B.12.b. Hearing.

(a) Except as provided by Subsection (d) and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.

(b) There is no (b) (previously repealed in Texas Law.)

(c) The association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the association may make an audio recording of the meeting.

(d) The notice and hearing provisions of Bylaws B.12.a. and this section do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Bylaws B.12.a. and this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

(e) An owner or property owners' association may use alternative dispute resolution services.

(f) Not later than 10 days before the association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.

(g) If the association does not provide a packet within the period described by Subsection (f), an owner is entitled to an automatic 15-day postponement of the hearing.

(h) During a hearing, a member of the board or the association's designated representative shall first present the association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

B.12.c. Removed. (Reason--A hearing before a committee, rather than a hearing before the Board, is no longer Texas Law.)

B.12.d. Changes in Law. The Board may change the enforcement procedures set out in this section to comply with changes in law.

C. Board Meetings

C. 1.a. Regular Meetings. Regular meetings of the Board will be held at such time and place as determined by the Board. The meetings must be at least once quarterly, but may be monthly or every other month. The frequency of the Regular Board meetings is to be determined by the Board.

C. 1. b. Regular and special board meetings are open to owners, subject to the right of the board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property owners' association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the board.

C. 1. c. Owners will be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice will be provided at least 144 hours before the start of a regular board meeting and at least 72 hours before the start of a special board meeting by posting the notice on the Internet website available to association members that is maintained by the association or by the management company on behalf of the association and sending the notice by e-mail to each owner who has registered an e-mail address with the association. It is an owner's duty to keep an updated e-mail address registered with the property owners' association.

C.2. *Special Meetings.* Special meetings will be held when called by written notice signed by the president or by any three (3) directors. The notice will specify the time and place of the meeting and the matters to be covered at the meeting.

C.3. *Waiver of Notice.* The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

C.4. Quorum of Board. At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than 7 nor more than 30 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

C.5. Conduct of Meetings. The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors.

C.6. Proxies. Directors may vote by written proxy.

C.7. Action without Meeting. Except as provided by Tex Prop Cod 209.0051, the board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners under Subsection C.1.c, if each board member is given a reasonable opportunity to express the board member's opinion to all other board members and to vote.

D. Officers

D.1. Officers. The officers of the Homeowners' Association are a President, Vice President, Secretary, and Treasurer, to be elected from the Board. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

D.2. Election, Term of Office, and Vacancies. Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

D.3. Removal. The Board may remove any officer whenever, in the Board's judgment, the interests of the Homeowners' Association will be served thereby.

D.4. Powers and Duties. Officers have such powers and duties as are generally associated with their respective offices as shown below, and as may be specifically conferred by the Board.

- (i) *President.* The President is the chief executive officer of the Homeowners' Association, shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and has the ability to sign all leases and other written instruments.
- (ii) *Vice President.* The Vice-President shall act in the place and stead of the President in the event of his or her absence or inability, and shall exercise and discharge such other duties as may be required by the Board.

- (iii) *Secretary.* The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall serve notice of meetings of the Board and of the Members, shall keep appropriate current records showing the Members of the Homeowners' Association, together with their addresses, and shall perform such other duties as required by the Board.
- (iv) *Treasurer.* The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Homeowners' Association, shall disburse such funds as directed by resolution of the Board, shall keep proper books of account, shall cause an annual review of the Homeowners' Association books to be made at the completion of each fiscal year by a certified public accountant who is not associated with the Homeowners' Association if determined by the Board to be necessary, and shall, in coordination with the Board, prepare an annual budget and a statement of income and expenditures to be presented to the Members at the regular annual meeting.

D.6. Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

F. Miscellaneous

F.1. Fiscal Year. The Board may establish the Homeowners' Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Homeowners' Association's fiscal year is a calendar year.

F.2. Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

F.3. Conflict. The Declaration controls over these Bylaws.

F.4. Books and Records; Inspection

F.4.a. Document Retention Policy. The Homeowners' Association shall retain the following books and records for the periods stated:

- (i) The Certificate of Formation of Shoreline Oaks Master Association, Inc., the Bylaws of Shoreline Oaks Master Association, Inc., the Declaration, any other restrictive covenants covering the Subdivision, and all amendments to such documents shall be retained permanently.
- (ii) Financial books and records shall be retained for seven years.

- (iii) Account records of current Owners shall be retained for five years.
- (iv) Contracts with a term of one year or more shall be retained for four years after expiration of the contract term.
- (v) Minutes of meetings of the Owners and of the Board shall be retained for seven years.
- (vi) Tax returns and audit records shall be retained for seven years.

F.4.b. Inspection by Member. After a written request to the Homeowners' Association, a Member may examine and copy, in person or by agent, any Homeowners' Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

F.4.c. Inspection by Director. A director has the right, at any reasonable time, and at the Homeowners' Association's expense, to (i) examine and copy the Homeowners' Association's books and records at the Homeowners' Association's Principal Office and (ii) inspect the Homeowners' Association's properties.

F.5. Notices. Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given by verified mail. All other notices may be given by regular mail with the exception of Board Meeting Notices which will be given as provided in C. 1. Regular Meetings and in accordance with Law. Notice is deemed delivered (whether actually received or not) when properly sent by specified method for that notice type or deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Homeowners' Association's records; and (b) the Homeowners' Association, the Board, or a managing agent at the Homeowners' Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient. Each Owner has the duty to provide the Homeowners' Association with the Owner's current contact information, including mailing address, email and phone number(s).

Notices pertaining to Common Property such as Pool Closure or Clubhouse Bookings are courtesy only and are not required. When they are provided, they will be sent electronically only.

F.6. Amendment. These Bylaws may be amended at any time at a meeting of the Voting Members at which a quorum is present. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law.

CERTIFICATE

The attached and foregoing Bylaws were approved at the Annual Members Meeting of 2025, in person or by proxy, by a majority vote of owners which met quorum and by resolution of the Board are the current Bylaws of Shoreline Oaks Master Association, Inc., a Texas nonprofit corporation, whose address is 2150 Sky Crest Street, Corpus Christi, TX 78418 and replace in their entirety those Bylaws previously recorded as Document No. 2019020716, Official Public Records of Nueces County, Texas and any other Bylaws previously on record. These Bylaws go into effect when filed in the property records of Nueces County.

These Bylaws are being filed as a dedicatory instrument pursuant to Texas Property Code § 202.006, which requires that a property owner’s association file its dedicatory instruments in the real property records of the county in which the property is located.

Shoreline Oaks Master Association, Inc. Board of Directors instructed the undersigned to execute these Policies and effect the recording on behalf of the Association.

SIGNED on this the 11 day of DECEMBER, 2025.

SHORELINE OAKS MASTER ASSOCIATION, INC.

By (Signature): [Signature]
Name (Printed): Ludwina Pauline Hirvasoja
Title: Secretary, Board of Directors

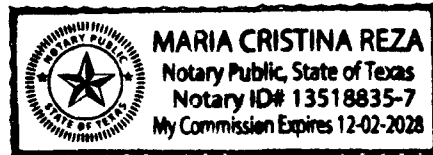
STATE OF TEXAS §

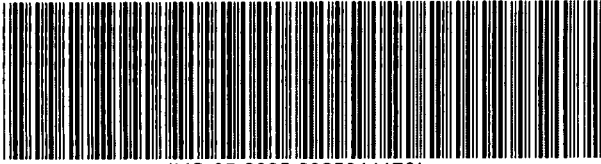
COUNTY OF NUECES §

This instrument was acknowledged before me on the 11th day of December, 2025, by (Print Name) Ludwina Pauline Hirvasoja, (Print Title) Secretary, Board of Directors of SHORELINE OAKS MASTER ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of such nonprofit corporation.

[Signature]
Notary Public, State of Texas

After recording, return to:
Shoreline Oaks Master Association, Inc.
2150 Sky Crest St
Corpus Christi, Texas 78418





VG-85-2025-2025044176

**Nueces County
Kara Sands
Nueces County Clerk**

Instrument Number: 2025044176

Official Public Records

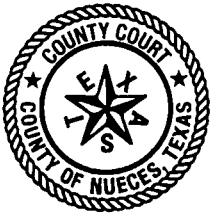
NOTICE

Recorded On: December 11, 2025 12:28 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$56.00



**STATE OF TEXAS
Nueces County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nueces County, Texas

Kara Sands
Nueces County Clerk
Nueces County, TX

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2025044176
Receipt Number: 20251211000082
Recorded Date/Time: December 11, 2025 12:28 PM
User: Regina C
Station: CLERK01

Record and Return To:

SHORELINE OAKS MASTER ASSOCIATION