

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
 COUNTY OF NUECES §

KNOW ALL BY THESE PRESENT

WHEREAS section 202.006 of the Texas Property Code 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, and

WHEREAS the Shoreline Oaks Master Association, Inc. is a property owners' association as the term is defined in the Texas Property Code and has property located in Nueces County, Texas,

NOW THEREFORE, the following dedicatory instrument of the Shoreline Oaks Master Association Inc. which has been previously filed in the public records of Nueces County as described in that Alternative Payment Plan Policy For Shoreline Oaks Master Association, Inc., recorded at Document No. 2020058482 has been amended and a true copy of the amended document having not been filed in the public records of Nueces County is attached hereto:

- Amended Alternative Payment Plan Policy and Application of Payments Schedule for Shoreline Oaks Master Association, Inc.

NOW THEREFORE, true copies of the following dedicatory instruments of the Shoreline Oaks Master Association, Inc. which have not been previously filed in the public records of Nueces County are attached hereto, including:

- Alternative Payment Plan Agreement Form Blank Fill-In
- Annual Dues Increasing Community Letter
- Background Check Criminal for Board Members
- Clubhouse Rental Agreement No Cash
- Clubhouse Rental Extras
- Code of Conduct / Agreement to Serve
- HOA Rules Shoreline Oaks
- Vehicles and Trailers within the Subdivision
- Pool Rules
- Pre-Approved Community Paint Colors
- Solar Panels or Solar Energy Devices

Further, other dedicatory instruments of the Shoreline Oaks Master Association, Inc. have already been filed in the public records of Nueces County as these documents supplement the previously filed documents.

IN WITNESS WHEREOF, the 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 19 day of DECEMBER 2022.

SHORELINE OAKS MASTER ASSOCIATION, INC.

By (Signature):

Name (Printed): Ludwina Pauline Hirvasoja

Volunteer Representative for Shoreline Oaks Master Association, Inc.

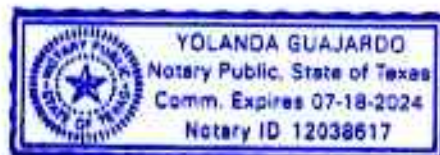
STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on the 19 day of December, 2022, by
 (Print Name) Ludwina Pauline Hirvasoja, (Print Title) Volunteer Representative of
 SHORELINE OAKS MASTER ASSOCIATION, INC., a Texas nonprofit corporation on behalf of such nonprofit corporation.

Yolanda Guajardo
 Notary Public State of Texas

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



**AMENDED ALTERNATIVE PAYMENT PLAN POLICY AND
APPLICATION OF PAYMENTS SCHEDULE FOR
SHORELINE OAKS MASTER ASSOCIATION, INC.**

WHEREAS, Shoreline Oaks Master Association, Inc. (the "Association") is the homeowners' association for Shoreline Oaks Subdivision located in Corpus Christi, Nueces County, Texas, as described in that Amended and Restated Declaration of Covenants and Restrictions for Shoreline Oaks Subdivision recorded at Document No. 2019020233 of the Official Public Records of Nueces County, Texas;

WHEREAS, Section 209.0062 of the Texas Property Code (the "Code") requires that certain property owners' associations adopt reasonable guidelines to establish an alternative payment schedule by which an owner of property in the subdivision may pay amounts owed to the Association without accruing additional monetary penalties;

WHEREAS, Section 209.0063 of the Code sets forth an order of priority for payments made by the Association's members to the Association, which order of payment the Association is not required to follow with respect to payments made by members of the Association who are in default under a payment plan entered into with the Association;

WHEREAS, the Board desires to adopt payment plan guidelines as required under Section 209.0062 of the Code, which guidelines shall additionally: (i) confirm the priority of payments made by the Association's members generally; and (ii) set forth the priority of payments with respect to payments made by members of the Association who are in default under a payment plan entered into with the Association.

NOW, THEREFORE, the Association, acting through its Board of Directors, has amended the payment plan policy located in Corpus Christi, Nueces County, Texas, as described in that Alternative Payment Plan Policy For Shoreline Oaks Master Association, Inc., recorded at Document No. 2020058482 of the Official Public Records of Nueces County, Texas; to allow owners of property in the subdivision an alternative schedule for paying various amounts owed to the Association (including but not limited to delinquent balances, annual assessment dues, special assessments, fines and/or legal fees associated):

1. All owners may request in writing an alternative payment plan once annually, to be submitted to the Association for consideration and approval.
2. The Association may offer an owner an alternative payment plan on its own, prior to sending the matter to an attorney or collection agent.
3. Any alternative payment plan proposed by the Association must be signed by the owner and returned to the Association within 45 days of it being sent.
4. Owner does have the opportunity to negotiate or submit in writing a 'counter' or alternative plan to the Association within the above allotted timeline (45 days); so long as an official

plan agreement it is finalized with dual signatures on the appropriate form or an otherwise approved format of the Association.

5. A Payment Plan Agreement (PPA) is Active upon obtaining both party signatures along-side a down payment or first installment paid to the Association.
6. Failure to enter into a mutually acceptable payment plan within 45 days of the offer date will be treated the same as a Payment Plan Default.
7. As long as the owner complies with the requirements of the alternative payment plan, the Association will not charge the owner any interest or monetary penalties with respect to the amounts covered by such plan.
8. The standard term for any alternative payment plan will be between three (3) month and twelve (12) months; never to exceed 18 months as a special exception to accommodate those with exuberant balances.
9. Should a term of a Payment Plan Agreement need to extend into a new year of Assessment Dues, the board will make arrangements to bundle together future assessment dues with any current or past due balances when establishing the Payment Plan installment amounts.
10. Payment amounts under an alternative payment plan shall be made at intervals not more than 30 days and be in roughly equal in amount, unless otherwise requested by the owner, and will never be less than a one-twelfth (1/12) of the established annual assessment.
11. Payment amounts and frequency of payments is up to the reasonable discretion of the Association and factors that may be considered in setting PPA amounts and frequency include length of the delinquency, the amount due, the owner's payment history, time elapsed between the association's offer and payment plan and the owner's acceptance, the promptness with which owner acts, replies or responds to communication attempts from the board, reasons for non-payment, owner's performance on previous payment plans, violation history (to the extent it reflects owner's willingness to abide by Association rules and standards), and any other relevant circumstances. The Board of Directors authorizes the managing agent or the Association's attorney (who may act without the joinder of the other) to set payment plan terms for an owner as needed.
12. Should an owner call upon the Association to revisit a PPA before its term expires, all requested, and mutually agreed upon revisions will come with a \$15 administration fee.
13. Due Dates are to be set between the first (1st) and fifth (5th) day of each calendar month.
14. The Board will honor a grace period of 10 days from the Due Date before considering sending a Delinquent-Past Due Warning notice, applying late fees and/or termination of the mutual Payment Plan Agreement (PPA).
15. If the Association has not received the full amount of an owner's alternative payment plan installment within the grace period, 10 calendar days from its due date, the association may offer a one-time (1x) courtesy Delinquent-Past Due Warning notice via email or regular mail prior to the owner falling into a DEFAULT status. The Notice should include:
 - i.) details as to the Owners delinquent amount and to total amount owed,
 - ii.) should describe the options the Owner has to avoid Default status of the Payment Plan Agreement (PPA) and,
 - iii.) provide the Owner a period of time to cure the delinquency before further actions are taken.

16. Should a second alternative payment plan installment be missed (not necessarily successive) the owner will be in PPA Default status and the mutual payment plan agreement will be automatically void and the account subject to incur a late fee of (\$20), which can accumulate monthly thereafter until the account is brought up-to-date.
17. The Association may notify the owner of their VOID Payment Plan Agreement (PPA) by email or regular mail. However, the notice to the owner shall not be a prerequisite for the PPA becoming void and any fees accrued.
18. Should the Association receive a payment after the Payment Plan Agreement has become void, it will be applied to the Owner's balance but shall not necessarily reinstate the previous Payment Plan Agreement's late fee protections.
19. For each alternative payment plan installment (check or automatic payment) returned unpaid (for not-sufficient funds), the owner shall incur the service charge of the bank established.
20. Owners who default and fail to honor the terms of a previous payment plan may lose eligibility and the privilege to receive additional payment plans for up to two (2) years after the date of default.
21. While the Association is not required to consider payment plan reinstatement requests, reactivation of a PPA can be accomplished through a Majority Board Vote, but will not halt or reverse any late fees accrued during deliberation.
22. All Owners can submit in writing a request for a one-time (1x) annual late fee waiver.
23. After a PPA has default, it is at the discretion of the Board to send a Final Notice letter, via certified mail, which can result in suspension of owner's common area rights; including pool fob deactivation and a freeze on club house rental privileges.
24. If an attorney or collection agent has been retained by the Association to collect amounts due by an owner, no alternative payment plan will be available to that owner after the 45-day period for cure as described in the Code Sec. 209.0064(b)(3).
25. A payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority: (1) any delinquent assessment; (2) any current assessment; (3) any reasonable attorney's fees or reasonable third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (4) any reasonable attorney's fees incurred by the Association that are not subject to Subdivision (3); (5) any reasonable fines assessed by the Association; and (6) any other reasonable amount owed to the Association as described in the Code Sec. 209.0063.
26. Any payments received by the Association from an owner who is in default under a Payment Plan Agreement with the Association during a Payment Plan Default Period shall be applied to the owner's debt or account in the following alternative order of priority: (1) any attorney's fees incurred by the Association that are incurred by the Association in connection with collection of the owner's debt; (2) any other fees and expenses reimbursable to the Association in connection with collection of the owner's debt; (3) any late charges and interest due by the member; (4) any delinquent assessment; (5) any current assessment; (6) any other amount owed to the Association (excluding fines) and (7) any fines assessed by the Association; as permitted in the Code Sec. 209.0063(b) (1) and (2).


CONSTRUCTION:

This Policy replaces any existing Alternative Payment Plan policy for the Association. The Policy may not be construed to prevent the Board of Directors from adopting, amending, and restating, from time to time, one or more additional administrative policies pertaining to the retention of documents, records, and information of the Association, and policies pertaining to the retention, storage, and destruction of other types of documents, records, and information of the Association. This provision may not be construed as a duty of the Board of Directors to adopt such additional administrative policies.

The Board of Directors of Shoreline Oaks Master Association, Inc. adopted this Policy to ensure that the Association complies with requirements of State Law.

CERTIFICATION:

I hereby certify that, as VANESSA FINNEY of the Shoreline Oaks Master Association, Inc., a Texas nonprofit corporation, the above AMENDED ALTERNATIVE PAYMENT PLAN POLICY AND APPLICATION OF PAYMENTS SCHEDULE was approved on the 15th day of December, 2022 at a meeting of the Board of Directors at which a quorum was present.

Signature: 
 Printed Name: VANESSA FINNEY
 Title: President-Shoreline Oaks HOA
 Date: 12.16.22

Last Month

This Month



Shoreline Oaks Master Association Inc
2150 Sky Crest Dr.
Corpus Christi, TX 78418
ShorelineOaksHOA@yahoo.com

Alternative Payment Plan Agreement

*****Note: In order to be considered, this form must be accompanied by a check or payment to the Shoreline Oaks Homeowner's Association for the first installment or a down payment agreed.**

Date: _____ (void after 45 days from this date) Email: _____

Owner's Name: _____ Telephone: _____

Property Address: _____

Off-site Mailing Address: _____

Current Balance: \$ _____ as of (date) _____ Circle one; PPA to include:
 New Total \$ _____ (-) less the down payment of \$ _____ = ***\$ **ALL or PART or NONE**
 of next year's assessments.

Dear Homeowner,

Thank You for exercising your option for a Payment Plan to pay-off your past and current HOA Dues and/or fees. This letter is intended to specify the planned details required for bringing your account Up-to-date. This letter will serve as a written and binding agreement/contract between you and the Shoreline Oaks Homeowner's Association.

Please review and sign below, in agreement, and return this form to the address above. Please note that not all payment plans are identical, but all are offered with mutual consideration. Please contact the Board with any reason(s) or need for a more negotiated plan. Failure to enter into a mutually acceptable Payment Plan within 45 days of the original offer (dated above) will be treated the same as a payment plan default.

I am the owner of the property referenced above; I understand my obligation to pay to the Association in the amount shown below. As opposed to paying the full amount owed at this time, I am requesting/agree to a Payment Plan in the following monthly installments: ☐ _____ months

10.2022

(custom)

☐ - 3 monthly payments ☐ - 6 monthly payments ☐ - 9 monthly payments ☐ - 12 monthly payments

***\$ _____ owed and to be carried out as follows:

Due Date	Payment Amount	Due Date	Payment Amount	Due Date	Payment Amount
1.	\$.	5.	\$.	9.	\$.
2.	\$.	6.	\$.	10.	\$.
3.	\$.	7.	\$.	11.	\$.
4.	\$.	8.	\$.	12.	\$.

Payment Methods: Visit ShorelineOaksHOA.com where electronic payments are accepted through the **Buildium** App Owner Portal (registration required); in utilizing their Retail Cash option or by setting up a credit or debit card payment. Personal Checks or Money Orders can be delivered to HOA Office drop slot, at 2150 Sky Crest Dr. All checks returned as 'uncollectable' by your bank, will be charged the bank established insufficient funds fee.

Late Fees and Interest will not be applied as long as payments are made in a timely manner within the terms of this agreement. All payments are late after the 15th of the month. Two late payments will result in a voided PPA.

Should I not meet the payment schedule shown above, and should this Payment Plan become null and void, I understand that the Association can elect to initiate or resume legal proceedings to collect all amounts owed; including any cost of collections, fees and interest accrued.

Association Approval _____ Date: _____

Owner Signature _____ Date: _____



Alternative Payment Plan Policy:

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Owner Signature _____

Date: _____





Shoreline Oaks Master Association
2150 Sky Crest Drive Corpus Christi Texas 78418
website: www.shorelineoakshoa.com

December 12th, 2021

Subject: HOA Due Increase Effective January 2022

Dear Neighbor and Fellow Homeowner,

This letter serves to notify you that the Shoreline Oaks Board of Directors has voted and approved an increase of community Homeowner Association Dues from \$420 to \$564 annually, effective and due **January 15th, 2022**. This will assist in sustaining the operating budget as we transition into a partnership with a property management company.

While our governing documents dictate Assessment are due at the first of the year, between Jan. 1st -5th, and considered delinquent on the 16th, this however will be adjusted for the month of January, allowing for a 30-day notice, with no late fees applied in the month of January 2022. Any owners who are already on an active Payment Plan Agreement, that waterfalls into the 2022 year, should maintain their agreed upon amounts and due dates until an amendment document can be drafted to reflect the above change.

It's important to note that our community has enjoyed a stable HOA Annual Assessment rate since we were established in 2006, never having incurred an increase in the entirety of its lifespan. Upon the developer turning over the Association to its members in 2014, please know your volunteer Board (both past and present) has worked very hard to recover, organize and diligently rebuild a stronger foundation for operation. So, while the choice to raise dues wasn't an easy decision, it was a unanimous one, alongside full Board agreement in beginning to utilize an experienced property management company to provide expertise in the financial and administrative duties that come with running the HOA.

In a free trade society such as ours, prices are always going up. It's factual that very few things remain stable in cost and our association as a consumer of services, faces those very same financial challenges that you do, within your own household expenses.

In addition to the ever-rising inflation, the decision for assessment increase also considered our subdivision's aging infrastructure. Our community, having turned 15 years old this year, logically puts some big expenses out on the horizon. It is our fiscal responsibility to ensure a sufficient flow of funds are available to maintain reserve account efforts (for those projects), while meeting the rising day-to-day cost of operation, which now includes property management.

Research shows that maintaining artificially low dues might appease residents in the short-term but always inevitably catches up with the Association, where often the Board is then forced to implement a larger increase or multiple Special Assessments. Perhaps in the future, considering a method of smaller, more incremental raises in dues would be something to learn from for the years to come, but for now, here we are.

In 2020 the Board explored the initial suggestion for Property Management (PM), but after bid comparisons and further resource research, PM was ultimately deferred. It was determined that there were still some reasonable operational tasks that could collectively, and confidently be implemented by the volunteer board to positively contribute to our Association, before incurring the expense of property management. Enter Buildium!

We're proud to announce that since January 2021's transition to Buildium Property Management Software and launching our Resident Center Portal/App, that 81.5% of our community members are utilizing this resource either to pay their dues and/or to access their account balances. Buildium has been a vital addition in keeping our homeowners better informed. In the past year, the Board made a significant effort to close our delinquency gap, which has reduced delinquency by almost 35K; shrinking the balance from \$78,284.80 (as of January 31, 2021) to \$43,047.57 (as of December 6th, 2021). Additionally, October 2021 marked the first month that we were able to report ZERO/\$0.00 as the number of late fees applied in our community (30 day period).

Since we've had so much success in 2021 in reducing delinquencies and in establishing a solid operational foundation, it's the desire of the Board in 2022 to focus on surveillance, enforcement and community beautification; which brings with it a heavier load of admin time. The topic of property management was reintroduced in May/June 2021 at the Annual Owner Meeting and has remained a Monthly Agenda item of discussion for the past 6 months.

Property Management (PM) will accept and carry out accounting services for the Association, and provide consistency for many administrative responsibilities. Their experience and expertise will be very helpful in providing legal counsel and action as we continue to press forward in closing the Shoreline Oaks delinquency gap. PM will supply supplemental, non-biased, routine community surveillance and rule enforcement, all while

acting as the readily available first line contact for homeowners and future homeowners (with realtor or broker inquiries).

The timely partnership of PM will allow the volunteer Board to carry a more manageable workload (to prevent burn-out and officer turn over), and permit more time to focus on unity and beautification projects that advance the Mission of the Shoreline Oaks Subdivision.

It is important to your Board, that in the effort to establish Property Management assistance, that our Buildium Software and the Resident Center Portal be kept throughout 2022, so as to not lose progress or cultivate confusion in a different system. Rest assured that the Buildium Resident Center Portal/app will remain the primary communication platform encouraged for homeowners to voice questions, complaints and needs through a "General Inquiry Request" and will come to act as the most direct means of reaching your HOA Board and/or the Property Management support roles.

If you have not yet registered your Buildium Resident Portal, are having difficulty accessing it, or have new phone or email contact you'd like us to use, please share it via email to Shorelineoakshoa@yahoo.com and we will update it and reset your password logon.

It is in the agreement of your Shoreline Oaks Board that these changes will add to the long-term health and prosperity of our community and that these changes are within the full legal power of the Board to enact per our Dedicatory Instruments; Covenants 2019: page 10 of 13, section G, item #4., and Bylaws 2019: page 3 of 8, item B.8.

Should you prefer NOT to pay your Annual Dues (of \$564.00) in full on or before January 15, 2022, it's recommended you fill out a Payment Plan Agreement form, return it to the Club House drop slot, with either an electronic auto pay payment or physical check that reflects at minimum 1/12th of your full balance and wait for a Board Member to call you to confirm any proposed alternative plans to pay.

If you are already enrolled in Buildium Autopay, please take the initiative to change monthly auto pay to \$47 monthly and/or quarterly auto pay to \$141 to be drawn no later than the 15th of Jan/April/July/Oct.

Thank You for your time and support.



Vanessa L. Finney

Shoreline Oaks HOA President



STEVEN C. McCRAW
DIRECTOR
SKYLOR HEARN
FREDMAN P. MARTIN
RANDALL B. PRINCE
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



COMMISSION
STEVEN P. MACH, CHAIRMAN
A. CYNTHIA LEON
STEVE H. STODGHILL

REQUEST FOR PUBLIC CRIMINAL HISTORY DATA

As required by Texas Government Code, Section 411.135, the record information provided in response to this request reflects only information on file that is "criminal history record information maintained by the Department that relates to the conviction of or a grant of deferred adjudication to a person for any criminal offense, including arrest information that relates to the conviction or grant of deferred adjudication." The response reflects only that data in the computerized criminal history file, as submitted by the reporting agencies to the Department of Public Safety and authorized for release to the public on the date of the request.

Any matches supplied in response to this request are derived from a name-based search using only the identifiers submitted by the requester. The Department of Public Safety in no way guarantees that record information provided in response to this request is for the person named in the request. The requester must use extreme caution in attributing record information to a specific person. In addition, if "No Record" is found based upon the identifiers submitted, the Department of Public Safety in no way guarantees that the person does not have a record under different identifiers.

If the identifiers submitted match less than fifteen records on file, the data for all those records will be supplied. If the identifiers submitted match more than fifteen records on file, you will be asked to provide more specific information to limit the number of possible matches. Persons requiring a fingerprint-based search may find instructions on how to complete that request by visiting the Crime Records website at http://www.dps.texas.gov/administration/crime_records/pages/index.htm.

Complete the form below to request criminal history information available to the public under authority of Texas Government Code, Section 411.135. The fee for this search is \$10.00 payable by check or U.S. money order to the "Texas Department of Public Safety." If you have any questions, please call (512) 424-2474.

REQUEST FOR PUBLIC CRIMINAL HISTORY DATA

I request the criminal history data available to the public under Texas Government Code, Section 411.135, on the following person:

Name (Last, First, Middle): _____

Other Names Used: _____

Sex: _____ Race: _____ Date of Birth: _____ Certified Copy Needed: Y or N

Please mail response to: Shoreline Oaks Homeowners Association
2150 Sky Crest Drive
Corpus Christi, TX 78418

Mail the request form and payment to:

Texas Department of Public Safety
Crime Records Service
P.O. Box 15999
Austin, Texas 78761

Approved for use by Shoreline Oaks HOA
Board in February 2020 for Board Members
to comply with Tx Prop Code 209.0051(b)



Rental Date _____

Time _____ to _____

Shoreline Oaks Clubhouse Rental – Occupancy limit 35 (per Fire Marshall)

- Clubhouse Rental Fees (NO CASH): \$75.00/Half Day, (total of 6 hours use) OR \$125.00/Full Day (12 hours)
The blocks of time noted include set-up, actual party time and clean-up so please schedule your 'times' accordingly.
 - There are five 6 ft. tables, 20 metal folding chairs, 10 white chairs, and 2 odd chairs as part of the rental.
 - Clubhouse will be cleaned and ready for event two hours prior to the agreed start time.
 - All events must end by 9:00 pm and clubhouse cleaned and vacated by 10:00 pm.
 - Clubhouse rental includes use of the pool, if open, however, it does not give event exclusivity of the pool. Residents and their guests are permitted to use pool area and outside bathroom.
- Deposit is \$50.00 (NO CASH): Deposit must be paid in advance in order to confirm reservation of clubhouse.
 - Deposit will be returned after a final inspection & once the key is returned.
 - See Clean Up Check List for deposit return requirements.
 - The cost of any additional cleanup or required repairs will be deducted from the \$50 deposit. Damage or extra cleaning is not limited to the amount of the deposit.
- Clubhouse Policies:
 - No alcohol is permitted!
 - Smoking/vaping is prohibited at all times inside the clubhouse and inside pool fenced area!
 - No glass bottle or containers of any type in pool area.
 - Music and noise must be kept to a reasonable level both inside and outside of the clubhouse.
 - Decorations can only be attached to the "Tack Strip" located along the walls above the windows. Do not nail, tack, tape or attach anything to the clubhouse walls or doors other than on the "Tack Strip".
 - Helium balloons and other floating decorations are not allowed. They may become unanchored and get caught in the ceiling fans. There will be a fee deducted from the \$50 deposit if anything is caught along the ceiling or in fans.
 - Lessee must remove trash from property. Event trash is not allowed in the clubhouse city trash or recycling receptacles.
 - No animals allowed in the clubhouse, patio, or pool area at any time.
 - All other HOA policies remain in effect for the event and attendees.
 - All posted pool rules remain in effect for the event and attendees. The pool is use at your own risk as there is no life guard on duty. Homeowners are responsible for their guests.
 - **Any special considerations (bounce house, etc) must be approved by a board member at least two weeks in advance. Additional paperwork is required*******

Home Owner or Lessee Name (Printed): _____

Home Owner or Lessee Address: _____

Home Owner or Lessee Phone number(s) _____

Date: _____ Payment Type: _____ Amount: _____

Home Owner or Lessee Signature: _____

Effective 2/25/2021

Updated: 12/15/21 VLF

COVID-19 Disclaimer: Cleaning and Sanitation of the clubhouse is the responsibility of the above renter and is required and will be verified upon clubhouse walk through prior to deposit return.

Shoreline Oaks Home Owners Association
2150 Sky Crest
Corpus Christi, TX 78418

CLUBHOUSE RENTAL EXTRAS

****YOU ARE REQUIRED TO ADD THE PROPERTY ADDRESS ABOVE TO YOUR HOMEOWNERS INSURANCE, FOR THE DATE OF YOUR RENTAL SHOULD ANY OF THE FOLLOWING EXTRAS BE PART OF YOUR PARTY PLANS.**

Requirements for bounce house or added toys or games of any kind ON HOA PROPERTY

****BLOW-UP or BOUNCE HOUSE**

A dry bounce house is permitted, water added is not permitted. For safety reasons, no items may be set up inside the clubhouse, that are larger when fully set up, than the white tables provided by the HOA. Normally the bounce houses are set up in the parking lot. If it is small enough and will not cause damage it can be set up inside in a grassy area either inside or outside the pool fenced area. Set up is not allowed near the pool and is never allowed on the concrete pool surround. It may not be used to bounce or slide into the pool.

****CARNIVAL**

Carnival Rides of any kind are not permitted. Games are permitted. Please be mindful of where you set up. No vehicles of any kind can be driven onto the grass as it would damage the irrigation system. Please watch for sprinkler heads if you are setting anything up on the grass.

B-B-Q

Barbecuing is not permitted. Fires of any kind are not permitted.

****REQUIREMENTS**

Please call your homeowners insurance and have them add Shoreline Oaks Master Association under "Evidence of Insurance for Mortgagee/Other Interests" effective for the date of your party. **You must provide a copy of the insurance document to the HOA before the day of the party and before the bounce house or carnival game enters the property for set up.** If you move the date of your Clubhouse Rental Booking, changing the date of the insurance is also required and is your responsibility. A new copy with the new date must be provided to the HOA before the party or booking date. Please do not ask your insurance agent to mail it to the HOA. If the insurance document is not received in time, the items may not be set up.

Let us know if you have any questions. We hope you have a fun day!



Shoreline Oaks Home Owners Association
2150 Sky Crest, Corpus Christi, TX
Board of Directors
AGREEMENT TO SERVE / CODE OF CONDUCT

I agree to serve on the Shoreline Oaks Homeowners Master Association Board of Directors. I also agree to be guided by the following principles:

- I. To attend and participate in all meetings and communications to the best of my ability to be present.
- II. To respect parliamentary procedure at all meetings, to refrain from speaking out of turn, and to participate in a business-like manner.
- III. To maintain confidentiality with respect to the Board's "Executive Session" meetings, discussions, and communications.
- IV. To accept the Board's decisions, even if I disagree, as I understand there may not be unanimous support for every action taken by the Board.
- V. To promote the goals and interests of the Association in a constructive manner, rather than create unnecessary conflict among the homeowners.
- VI. To avoid conflicts of interest. I will refrain from promoting any personal agenda while interacting with the community on behalf of the Board. Such as, handing out a personal business card in any community interaction regarding HOA Board business.
- VII. To disclose to the board any financial conflicts of interests. To do my best to ensure that the Association's finances are well managed.
- VIII. To uniformly enforce the covenants and other governing documents. To place the best interests of the Association above my personal interests; the interests of a particular homeowner; or the interests of a faction of homeowners.
- IX. To resign from the Board if I find I can no longer maintain this agreement to serve.
- X. In the event that I no longer serve on the Board, I will continue to maintain the privacy of any individual's personal information or financial account with the Association.

By Signing Below I affirm that I am an eligible to serve on Shoreline Oaks HOA Board of Directors. Eligible Candidates are Property **Owners** of Shoreline Oaks Subdivision (TxPC Sec. 209.00591.a), only one per household (TxPC Sec. 209.00591.a-3) and with no felony convictions or crimes involving moral turpitude in the last 20 years (TxPC Sec. 209.00591.b).

Date: _____ Signature: _____
Printed Name: _____
Address: _____
Email for PERSONAL USE: _____
EMAIL for HOA BUSINESS: _____
Phone # to give to Co-Board Members: () - _____

Approved June 2021

Shoreline Oaks HOA Rules

These rules are a more detailed listing of expectations and processes for the community and HOA to follow. All of these rules will fall under the larger scope of the Covenants and By-laws that govern Shoreline Oaks HOA. Fines will range between \$10 and \$100. Fines and process can be changed by a majority vote of the HOA board. As a community, we are looking to maintain our property values and keep those homeowners that habitually fall outside our Covenants and Rules in compliance. Contact us at: ShorelineOaksHOA@yahoo.com for any questions. All of these rules and enforcement notices can be equally carried out by the property managing agent.

- 1) **Yard maintenance:** It is up to the property owner to keep both the front and the back yard grass to a reasonable height and the edging complete. Not only for the visual aspect of keeping the community neat and clean, keeping the grass cut and edged will help keep mosquitoes and other animals that hide/live in tall grass to a minimum. Grass that protrudes through the fence line, in the back yard will be part of the same process. Especially for our neighbors that have a two-story house that look out onto someone else's back yard, while it doesn't have to be perfect, keeping it neat and tidy will be enforced.
 - a. HOA will give a verbal and/or written warning asking that the yard be mowed and edged within 6 days of the date of initial notice.
After the seventh day, if the yard has not been remedied, a letter by certified mail, return receipt requested giving the homeowner 48 hours to care for their yard will be sent.
 - i. Fines for first offense is \$30
 - ii. Fines for the second offense within the 8 weeks from the first offense is \$60
 - iii. Fines for a third offense within 12 weeks from the first offense is \$100.
 - b. Trees: Trees must be kept in neat order. If tree limbs extend over the public sidewalk, they must be kept trimmed to approximately 7 feet above the sidewalk; not impeding.
 - i. HOA will give verbal and/or written notice asking that the tree be trimmed within 6 days.
 - ii. If the issue is not remedied within this time period, a letter by certified mail, return receipt requested stating that a fine of \$30 will be applied to their account if it is not remedied in 1 week.
 - iii. A Second offense within 6 months, from the date of the original notice will be \$50
 - iv. Ongoing similar offences or unremedied tree upkeep will continue to garner \$50 fines monthly.
- 2) **HOA Dues:** Regular assessments / HOA dues are \$564.00 per Lot, per year. The full amount is invoiced and due at the first of each year (January 1st). If an owner has not paid their dues in full by January 15th, they are considered late and are subject to a late fee of \$20, for each month the balance goes unpaid.

It is the responsibility of each homeowner to initiate communication with the Homeowners Association (HOA) or the Property Managing Agent (PMA) on if they would like enact and establish an alternative payment schedule, via a "**Payment Plan Agreement**" (PPA), where the owner may make partial payments to the association. (See Supplemental Document: Payment Plan Policy)

All requests for and alternative Payment Plan Agreements (PPA) must be done so in writing via email to ShorelineOaksHOA@yahoo.com or the process can be initiated by the Board or the PM Agent in an attempt to remedy an exuberant balance.

- A. **A Payment Plan Agreement (PPA)** is a good intention agreement and contract between the homeowner and the HOA to stay in 'Good Standing' with their Annual HOA Dues and/or Delinquent balances.
 - a. The standard term for a PPAs is 3-12 months, with payments due on the 1st of each month and considered late after the 15th.

- b. So long as the homeowner adheres to their set PPA payments and does not fall into a DEFAULT status, the homeowner will NOT accrue any additional monetary penalties or late fees.
 - c. If a homeowner misses a payment on their established PPA, they will be given only 2 opportunities to bring the account to current/reestablish their pay schedule before it is considered in DEFAULT, the plan automatically void; at which time late fees (\$20/mo.) will be reinstated and accrue monthly until the account is paid in full.
 - d. Each calendar year all homeowners may request ONE late fee forgiveness in writing.
 - e. The association is not required to allow an owner to enter into a payment plan agreement more than once in a 12-month period.
 - f. Owners who have failed to honor the terms of a previous Payment Plan Agreement(s) may forego the opportunity for future payment plans accommodations for two years following the date of previous plan default.
and current
- 3) **Front Windows:** No tin-foil or aluminum foil, cardboard, blankets etc. may be used for window covering.
- a. A written or verbal warning requesting them to be taken down will give 24 hours to comply with the request.
 - b. A letter by certified mail, return receipt requested will be mailed asking for items to be removed within 24 hours.
 - c. If the issue is not remedied, a fine of \$25 will be applied to their account.
 - i. If a second offense that occurs within **6** months from the date of original notice, a fine of \$50 will be applied to the homeowners account, and for each similar offence thereafter.
- 4) **Trash cans:** Trash and recycling containers can be set-out no more than one day before trash day and must be brought back in within one day of trash pick-up.
- a. HOA will give notice/warning for first offense
 - b. Followed by a letter by certified mail, return receipt requested, letting you know of the initial incident, and that any verified incidents thereafter, within **6** months, will incur a \$10 fine.
- 5) **Animals:** Homeowner cannot exceed the limit of a combination of 6 dogs or cats (over the age of 4 months) per city code. No livestock can be kept (Goats, chickens etc.) All animals must be registered with the City and kept current with vaccinations, as per city code. All fencing must be kept in proper condition as to keep pets in their respective back yards. This is not only for the safety of the neighborhood, but the safety of the dog. We don't want anyone bit (even nice dogs can bite), nor do we want them hurt running in the street. If the animal is threatening to anyone, the city will be called.

Dogs with excessive noise complaints or other nuisance complaints are subject to fines. This will encompass daytime and nighttime barking.

Dogs are expected to be walked around the subdivision leashed at all times and waste excrement picked up. Two pet stations that house 'poo-poo bags' and waste cans are located near the sidewalks on both the Sky Crest and Sea Oak sides of the Club House. Owners with founded repeat complaints of dogs unleashed/unkept will be subject to fines.

- a. If the issue is not resolved or additional complaints come to the attention of the HOA, a letter by certified mail, return receipt requested, will be sent to the homeowner giving notice and warning of the initial complaint, and each similar verified incident and/or complaint over next 6 months will garner a \$20 fine.
-
- 6) **Boat/Trailer Parking:** All trailers, boats, jet skis, RV's etc. must be stored behind a fence if in the subdivision for greater than 12 hours, as stated in our Covenants 2019 (page 4 of 13, Sec C, #2 item j under Prohibited Activities).
 - a. Violations will be sent in writing via certified mail, return receipt requested, and an initial fine of \$50 issued if not cured within the time allotted.
 - b. Should the trailer remain, on any day observed in a week, past the initial 30 days, \$50 fines will advance to weekly.
 - c. Any similar verified incident thereafter, within 6 months, will no longer require written notice, and will be subject to an additional daily fine of \$50 for each day in violation. See Trailer Policy for details.
-
- 7) **Pool:** To obtain access to the community pool, homeowners must be current on their HOA Dues or enter into a signed PPA that spells out their alternative payment schedule. Pool Registration Form must be filled out and signed Every Year. Pool rules are posted, and fines can be assessed for damage done by homeowner or their guest(s).
 - a. Each Homeowner address is allowed 3 guest at the pool; any more and a Club House rental is warranted
 - b. NO GLASS beverages or pets are allowed in the Pool Area
 - c. NO ONE UNDER THE AGE OF 16 WITHOUT ADULT SUPERVISION! Adults must be 18 or older.
 - d. **If your child is found in the pool area without adult supervision (someone over the age of 18) your pool access will be revoked for the year! No exceptions!** Due to several incidences of unattended children in the pool area (as well as excessive vandalism) we closely monitor pool use via a security camera system.
-
- 8) **Storage of items in front of the home is prohibited.** They include but are not limited to:
 - a. B-B-Q grills, building supplies, excessive lawn care items, bicycles, fishing/camping equipment, bins/crates, cinder blocks, tires, discarded items etc.
 - b. A letter by certified mail, return receipt requested, will be sent upon observation and if not resolved within 7 days, a fine of \$30 at a weekly rate will apply, until resolved.
 - c. Subsequent verified offences will be fined at \$50 within 6 months of the first offense.
-
- 9) **Street Parking:** Do not block the sidewalk when parking in a driveway. Parking on the street is for daily use vehicles only. Vehicles may not be parked for any longer than 48 hours on a city street (Per City code). Tires should be inflated on all owned vehicles, regardless of it's parked location, on the street or in your driveway. Vehicle tarps and covers should be in tidy condition, without rips, holes, tears or fraying.
 - a. Verbal or written notice will be provided first, if no remedy action is observed within 7 days. A letter by certified mail, return receipt will be sent, and a fine of \$30 applied weekly.
 - b. Similar verified occurrence, within 6 months of the initial dated issue, will no longer require written notice but will incur a fine of \$50 per recorded incidence/complaint.

- 10) **Exterior Changes:** All changes to the outside of the home (i.e. paint color, fencing, porches, extensive landscaping etc.) need to be approved by the HOA Board / Architectural Control Committee BEFORE starting the project. Fines for remedy of unapproved or non-cohesive changes can/will occur at a weekly rate of \$50. Notice will be given via a letter by certified mail, return receipt requested, and owners given reasonable time to remedy before fines are applied. For extended non-compliance the Board may agree, on a case by case basis, to escalate fines in amount or frequency, proportionate to the offence or the requested exterior remedy.
- 11) **Parking Lot Use:** The parking lot is not an independent amenity of the Shoreline Oaks Subdivision and is NOT intended for long term/overnight parking, unless approved by the HOA. This parking lot is for short term parking ONLY and prioritized for Shoreline Oaks Homeowners and their accompanied guests when using the common Community Pool or for those who have rented the Club House for an event. All extended parked vehicles are subject to be towed at the vehicle owner's expense. The HOA reserves the right to place a warning tag on any vehicle in violation of this rule. Repeat offenders verified by make, model, and/or license plate, and found to be in association with a subdivision owner address, may incur a daily fine between \$20-50 for each day in violation.
12. **Outdoor Holiday decorations and signage:** Home displaying décor that is in poor repair and/or are obviously outside of their intended season, shall be notified by certified mail, return receipt requested, and incur a weekly fine of \$50 if not remedied within the allotted time.
- This includes, but is not limited to holiday lights, holiday wreaths and Halloween décor
 - School Spirit or Sports Memorabilia are ok, so long as the display is in good condition and tasteful.

TX Prop. Code 209.006 (h) gives some examples of incurable violations

- 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 community landscape; and
- 5) Holding a garage sale or other event or prohibited by a dedicatory instruments.

SHORELINE OAKS HOA
 2150 Sky Crest St.
 Corpus Christi, TX 78418
 Email: shorelineoakshoa@yahoo.com

Vehicles and Trailers within the Subdivision

Shoreline Oaks Home Owners Association will follow The City of Corpus Christi Municipal Code regarding trailers and vehicles within the City of Corpus Christi and additional rules designed to keep our community beautiful.

HOA Vehicle and Trailer Rules pertains to any vehicle or trailer not used or intended for daily use to work or school, or to a vehicle that is intended for daily use to work or school but is inoperable, or simply not currently being used. This also pertains to any items designed to be carried on a trailer, such as but not limited to a boat, which is visible to public at any time (including the back yard). The word "trailer" includes any and all vehicles designed or used to carry a load and is drawn or designed to be drawn by a motor vehicle for utility or recreation. This includes, but is not limited to travel trailer for recreational use, utility trailer, boat trailer, all-terrain vehicle (ATV) trailer, house trailer, car trailer, box trailer, flatbed trailer, lawnmower trailer, jet-ski/kayak trailer, etc., bus, RV, truck.

1. Per Covenants 2019 – C. Use and Activities 2. Prohibited Activities. Prohibited activities are –

-
- g. any storage of inoperable Vehicles, unless kept in a garage or in a Structure;
 - h. any storage of Vehicles on lawns, landscaping, or any other unpaved surfaces;
 - i. any parking of Vehicles in positions that block the sidewalk or that within ten feet of a street corner;
 - j. any parking of boats, trailers, travel trailers, or motorhomes in the Subdivision for more than twelve hours, unless in an area designated and approved in advance by the ACC;
 - k. any storage of unsightly objects (including household items, athletic or camping equipment, or the like) unless completely shielded from view from any street;
 - s. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
 - x. occupying a Structure that does not comply with the construction standards of a Residence.
-
2. Only licensed, usable, daily use vehicles may be parked in driveways or public street right of way. Trailers of any kind, RVs of any kind, must be behind / inside fence, or inside garage.
 3. Any trailer or vehicle not for everyday use, must look well-kept and maintained if in public view.
 4. If a cover is used over a vehicle or trailer, the cover must be well-kept and maintained, or replaced regularly. Visibly torn, fraying or sun damaged tarps / upholstery / canvas are not permitted. Cover must be secured against wind.
 5. You may not live in your trailer.
 6. When a trailer is connected to a tow vehicle temporarily in preparation for using (less than 24 hours), it cannot block the road. The connected trailer and towing vehicle cannot be left unattended if blocking the sidewalk during hookup.
 7. A trailer cannot be left parked in the street unhooked from the towing vehicle.
-



Shoreline Oaks Master Association, Inc.
2150 Sky Crest Campus Drive, Dallas, Texas 75818

POOL RULES AND POLICY

Summer Hours: 9am to Dusk (Memorial Day to Labor Day)

The pool gate has a key fob entry and manual magnetic lock. Issued key fobs are activated and deactivated yearly, at the start and end of each pool season, to assist with security and avoid trespassers. New key fobs and re-activation of current fobs are done for registered homeowners who are up-to-date on their HOA dues or are under a Payment Plan Agreement. Please DO NOT SHARE YOUR POOL FOB! Violators are subject to have their pool privileges revoked.

The pool is for current Shoreline Oaks Homeowners (and renters) only. All individuals living in the home should be included/listed on the annual HOA Pool Registration form. The Owner of a Lot may bring three (3) additional guests at any one time in to the pool/clubhouse but must rent the clubhouse if they intend to bring more. Trespassers will be reported to the police and prosecuted. Shoreline Oaks Homeowners must be present when their guest is using the pool. The maximum occupancy of the pool area is 32 people. During the COVID19 Pandemic the limited 25% capacity is 8 guest, and the 50% limit is 16.

No one under the age of 16 is allowed without an adult present. You must have your HOA issued Pool FOB when in the pool area and provide it as ID if asked by an HOA board member. Due to several incidences of unattended children in the pool area (as well as excessive vandalism) we closely monitor pool use via a wired security camera system. If your child is found in the pool area without adult supervision (someone over the age of 18) your pool access will be revoked for the year! No exceptions!

General Rules: —No Lifeguard on Duty. Use Pool at your own risk. HOA is not liable for accident or injury

- **NO ONE UNDER THE AGE OF 16 WITHOUT ADULT SUPERVISION!** Adults must be 18 or older.
- NO PETS allowed inside the pool's fenced area.
- NO GLASS, NO ALCOHOLIC BEVERAGES and NO SMOKING inside the pool's fenced area.
- Food and Beverage MUST be kept at least 6 feet from the perimeter of the pool.
- NO bikes, skateboards or scooters are allowed inside of the pool's fenced area.
- No jumping off or on patio furniture.
- **DO NOT PLACE POOL FURNITURE IN THE POOL.**
- No climbing on or over any of the fences or gate.
- No RUNNING. No DIVING or FLIPPING into the pool.
- Be Considerate- No Yelling/Excessive Noise or Loud Music.
- Do not play with Life Saving Equipment; these are not toys and are for EMERGENCY use only.
- Turn OFF the bathroom water and shut the door.
 - Parents please check the pool bathroom after your child's use. Volunteers clean the restroom so please do your part to clean up after yourself and your guests.
- Appropriate swim attire required
- Children must be in a swim diaper with cover until completely potty trained.
- You must abide by all additional pool rules posted in the pool area.

An emergency phone is located next to the outdoor shower. It only calls 911 and should only be used in case of emergency. Do not tamper with or allow children to play with the phone.

These rules and others are posted at the pool are set in place for the safety and comfort of all.

Homeowners please remember the pool is shared with fellow homeowners and is not a private backyard pool. Be courteous and respectful towards another. Failure to comply with these rules could result in the violator or the guardian of the violator paying a minimum of a \$200.00 fine and /or pool privileges revoked. The HOA is not liable for property loss, accidents or injury. There is no life guard present; use pool at own risk.

Shoreline Oaks HOA — Approved Paint Colors

Sherwin Williams	Valspar	Behr	PPG
https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/paint-colors-by-family#/active/color-wall/section/sherwin-williams-colors	https://www.valspar.com/en/colors/overview	https://www.behr.com/consumers/colors/paint/	https://www.ppgpaints.com/color/color-families

- There are 144 approved colors for Shoreline Oaks Subdivision.
- Most have been approved for Any Exterior Location on your home.
- Some have specific locations such as Walls Only or Door/Trim/Shutters Only.
- This list was compiled using the Most Popular and Classic Collections of Exterior Home Colors from major paint manufacturer websites. Due to differences in printers and computer monitors do not rely on the swatches in this document for true paint color. Please go to a paint retailer for Paint Color Swatch Cards to choose your preferred color.
- Shoreline Oaks HOA does not have Paint Swatch Cards to hand out.
- As of February 2022 all colors listed here are available in exterior paint by the listed manufacturer.



Avlary Blue
SW 6778
Sherwin Williams
Any Location
HOA # 018



Gale Force
SW 7605
Sherwin Williams
Door/Trim/Shutters Only
HOA # 019



Mountain River
4005-6C
Valspar
Any Location
HOA # 020



Arrowhead Lake
PPU14-01
Behr
Any Location
HOA # 021



Midnight Fog
C1197
Valspar
Any Location
HOA # 022



Adirondack Blue
N480-5
Behr
Any Location
HOA # 023



Cool Springs
C1194
Valspar
Any Location
HOA # 024



Midnight Bayou
C115
Valspar
Door/Trim/Shutters Only
HOA # 025



Billiard Green
SW 0016
Sherwin Williams
Door/Trim/Shutters Only
HOA # 026



Rosemary
SW 6187
Sherwin Williams
Any Location
HOA # 027



Privilege Green
SW 6193
Sherwin Williams
Any Location
HOA # 028



Eucalyptus Wreath
N390-5
Behr
Any Location
HOA # 029



Farm Fresh
PPG1129-5
PPG
Any Location
HOA # 030



Cypress Point
C136
Valspar
Any Location
HOA # 031



Gazeebo Green
MQ6-16
Behr
Any Location
HOA # 032



Prickly Pear
C130
Valspar
Any Location
HOA # 033



Slate Green
PPG1133-5
PPG
Any Location
HOA # 034



Patina Blue
C117
Valspar
Any Location
HOA # 035



Sea Sage
C1181
Valspar
Any Location
HOA # 036



	Camo Green CI44 Valspar Door/Trim/Shutters Only HOA # 055
	Brass Patina CI79 Valspar Any Location HOA # 056
	Garden Gate CI45 Valspar Any Location HOA # 057
	3-Olive Martini CI39 Valspar Any Location HOA # 058
	Bamboo Shoot CI171 Valspar Any Location HOA # 059
	Shiitake CI53 Valspar Any Location HOA # 060
	Red Pepper PPU2-02 Behr Door/Trim/Shutters Only HOA # 061
	Crushed Red Pepper CI92 Valspar Door/Trim/Shutters Only HOA # 062
	Moroccan Henna PPU3-19 Behr Door/Trim/Shutters Only HOA # 063
	Rustic Oak 2007-78 Valspar Any Location HOA # 064
	Cinnamon Sugar CI66 Valspar Any Location HOA # 065
	Bamboo Reed CI156 Valspar Any Location HOA # 066
	Sweet Molasses PPU5-20 Behr Door/Trim/Shutters Only HOA # 067
	Espresso Beans PPU5-01 Behr Door/Trim/Shutters Only HOA # 068
	Dark Truffle PPU5-19 Behr Door/Trim/Shutters Only HOA # 069
	Havana Coffee N210-7 Behr Door/Trim/Shutters Only HOA # 070
	Baronial Brown N170-7 Behr Door/Trim/Shutters Only HOA # 071
	Leather Chair CI64 Valspar Door/Trim/Shutters Only HOA # 072







	Antique Tin PPU18-03 Behr Any Location HOA # 127
	Nuts and Bolts V136-5 Valspar Any Location HOA # 128
	Flannel Gray N520-3 Behr Any Location HOA # 129
	Sonic Silver HDC-MD-26 Behr Any Location HOA # 130
	Classic Silver PPU18-11 Behr Any Location HOA # 131
	Sea Salt SW 6204 Sherwin Williams Any Location HOA # 132
	Weather Vane C150 Valspar Door/Trim/Shutters Only HOA # 133
	Imperial Gray PPU26-02 Behr Any Location HOA # 134
	Dawn Gray MQ5-28 Behr Any Location HOA # 135
	Iron Mountain N520-5 Behr Any Location HOA # 136
	Elephant Skin PPU18-16 Behr Any Location HOA # 137
	Cathedral Gray PPU18-14 Behr Any Location HOA # 138
	Iron Ore SW 7069 Sherwin Williams Door/Trim/Shutters Only HOA # 139
	Cracked Pepper PPU18-01 Behr Door/Trim/Shutters Only HOA # 140
	Asphalt Gray N520-6 Behr Any Location HOA # 141
	Graphic Charcoal N500-6 Behr Any Location HOA # 142
	Volcanic Ash PPG1012-6 PPG Any Location HOA # 143
	Teton Blue N490-4 Behr Any Location HOA # 144

Shoreline Oaks HOA Master Association
2150 Sky Crest
Corpus Christi, TX 78418
shorelineoakshoa@yahoo.com

Policy on Solar Panels or Solar Energy Device

Shoreline Oaks HOA will follow the Texas Property Code Sec. 202.010 on Solar Panels fully and completely. You may refer to the summary below. If this summary is incomplete or misleading then please refer to the law. It has been copied and pasted at the end of this document. Texas law dictates final decision. If the Texas law is changed, then Shoreline Oaks HOA/Architectural Control Committee(ACC)/Board will follow the changes.

You may not install a solar energy device that threatens public health or safety or violates a law.

You may not install a solar energy device on property owned by the Shoreline Oaks HOA or Community Property or Public Property.

You may install a solar energy device on your own property only.

It may be on the roof of your home or other permanent structure if it does not extend higher than the roofline, conforms to the slope of the roof and has a top edge that is parallel to the roofline. Also the frame, support bracket or visible piping/wiring should be silver, bronze or black.

It may be installed in a fenced yard or patio, but may not be taller than the fence line.

The installation proposal must be submitted and approved by the Shoreline Oaks HOA/ACC/Board.

Shoreline Oaks HOA Covenants and Restrictions Amended effective May 6, 2019 Item F.2 (pg 9 of 13)

Submit your plan to the Shoreline Oaks HOA/ACC/Board. Within 30 days the Board will notify you if more information is required. If you are not notified of disapproval within 45 days after complete submission, then your plans are approved.

The Shoreline Oaks HOA/ACC/Board assumes NO LIABILITY.

Proposal may be submitted by:

email to: shorelineoakshoa@yahoo.com

mail to: Shoreline Oaks HOA Master Association
2150 Sky Crest
Corpus Christi, TX 78418

Drop in the drop-slot at the Shoreline Oaks HOA Clubhouse. (the "mail to" address above.)

TEXAS PROPERTY CODE

TITLE 11. RESTRICTIVE COVENANTS

CHAPTER 202. CONSTRUCTION AND ENFORCEMENT OF RESTRICTIVE COVENANTS

Sec. 202.010. REGULATION OF SOLAR ENERGY DEVICES. (a) In this section:

(1) "Development period" means a period stated in a declaration during which a declarant reserves:

- (A) a right to facilitate the development, construction, and marketing of the subdivision; and
- (B) a right to direct the size, shape, and composition of the subdivision.

(1-a) "Residential unit" means a structure or part of a structure intended for use as a single residence and that is:

- (A) a single-family house; or
- (B) a separate living unit in a duplex, a triplex, or a quadplex.

(2) "Solar energy device" has the meaning assigned by Section 171.107, Tax Code.

(b) Except as otherwise provided by Subsection (d), a property owners' association may not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing a solar energy device.

(c) A provision that violates Subsection (b) is void.

(d) A property owners' association may include or enforce a provision in a dedicatory instrument that prohibits a solar energy device that:

- (1) as adjudicated by a court:
 - (A) threatens the public health or safety; or
 - (B) violates a law;
- (2) is located on property owned or maintained by the property owners' association;
- (3) is located on property owned in common by the members of the property owners' association;
- (4) is located in an area on the property owner's property other than:
 - (A) on the roof of the home or of another structure allowed under a dedicatory instrument; or
 - (B) in a fenced yard or patio owned and maintained by the property owner;

- (5) if mounted on the roof of the home:
 - (A) extends higher than or beyond the roofline;
 - (B) is located in an area other than an area designated by the property owners' association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the property owners' association;
 - (C) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
 - (D) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
- (6) if located in a fenced yard or patio, is taller than the fence line;
- (7) as installed, voids material warranties; or
- (8) was installed without prior approval by the property owners' association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.

(e) A property owners' association or the association's architectural review committee may not withhold approval for installation of a solar energy device if the provisions of the dedicatory instruments to the extent authorized by Subsection (d) are met or exceeded, unless the association or committee, as applicable, determines in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making a determination under this subsection, the written approval of the proposed placement of the device by all property owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

(f) During the development period for a development with fewer than 51 planned residential units, the declarant may prohibit or restrict a property owner from installing a solar energy device.

Added by Acts 2011, 82nd Leg., R.S., Ch. 939 (H.B. 362), Sec. 1, eff. June 17, 2011.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 126 (S.B. 1626), Sec. 1, eff. September 1, 2015.

Acts 2015, 84th Leg., R.S., Ch. 126 (S.B. 1626), Sec. 2, eff. September 1, 2015.



VG-50-2022-2022055986

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2022055986

Official Public Records

AGREEMENT

Recorded On: December 19, 2022 04:13 PM

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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

Kara Sands

***** 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.

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