

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

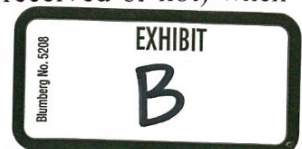
A.1. Membership. Every Owner is a Member of the Homeowners' Association. Membership is appurtenant to and may not be separated from ownership of a Lot. When more than one person is an Owner, each is a Member, but only one vote may be cast for a Lot.

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.

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.

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 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 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. Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Homeowners' Association's lien, (iv) charge an Owner for property damage, or (v) levy a fine for a violation of the Dedicatory Instruments, the Homeowners' Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Homeowners' Association from the Owner. The notice also must inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months and (ii) may request a hearing on or before the thirtieth day after the date the Owner receives the notice, and (iii) 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.

B.12.b. Hearing. 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 a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Homeowners' Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Homeowners' Association may

make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a 14-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

B.12.c. Appeal. Following a hearing before a committee (rather than a hearing before the Board), the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within fourteen (14) days after the hearing date.

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. Regular Meetings. Regular meetings of the Board will be held at such time and place as determined by the Board, but at least once monthly. Notice of the time and place of the meeting will be given to directors not less than three (3) days before the meeting.

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.* Any action that may be taken at a Board meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of the Board as would be necessary to take that action at a meeting.

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.

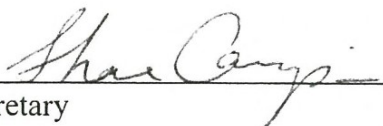
F.4.b. Inspection by Member. After a written request to the Homeowners' Association, a Member may examine and copy, in person or by agent, any Homeowners' Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the 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 certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly 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).

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.

ADOPTED on MAY 6, 2019.


Secretary

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05/29/2019 1:32PM

Official Records of

NUECES COUNTY

KARA SANDS

COUNTY CLERK

Fees \$63.00

Any provision herein which restricts the Sale,
Rental or use of the described
REAL PROPERTY because of Race, Color,
Religion, Sex, Handicap, Familial Status, or
National Origin is invalid and unenforceable
under FEDERAL LAW, 3/12/89.

STATE OF TEXAS
COUNTY OF NUECES

I hereby certify that this instrument was FILED
in file number sequence on the date and at the
time stamped herein by me, and was duly RECORDED
in the Official Public Records of
Nueces County, Texas
KARA SANDS



Kara Sands