# AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SHORELINE OAKS SUBDIVISION

WHEREAS, SHORELINE OAKS, INC., as Owner, did execute and file an instrument dated February 28, 2006 titled "Restrictive Covenants Shoreline Oaks Unit One" at Document No. 2006010526 of the Official Public Records of Nueces County, Texas, thereby imposing certain covenants and restrictions on the following residential subdivision:

SHORELINE OAKS UNIT ONE, Corpus Christi, Nueces County, Texas, according to the map or plat thereof recorded in Volume 64, Pages 255-256, Map Records of Nueces County, Texas;

WHEREAS, SHORELINE OAKS MASTER ASSOCIATION, INC. (the "Homeowners' Association"), the homeowners' association for Shoreline Oaks Unit One, did execute and file an instrument dated February 28, 2006 titled "Management Certificate" at Document No. 2006013117 of the Official Public Records of Nueces County, Texas;

WHEREAS, said Management Certificate includes the Bylaws for the Homeowners' Association as an attachment, and said Bylaws impose additional covenants and restrictions on the subdivision known as Shoreline Oaks Unit One;

WHEREAS, said Restrictive Covenants are a "declaration" as defined by Section 209.002(3) of the Texas Property Code, and said Restrictive Covenants and Bylaws are collectively a "dedicatory instrument" as defined by Section 209.002(4) of the Texas Property Code;

WHEREAS, SHORELINE OAKS, INC., as Owner, did execute and file an instrument dated September 8, 2011 titled "Restrictive Covenants and Annexation Certificate for Shoreline Oaks Unit Two" at Document No. 2015003137 of the Official Public Records of Nueces County, Texas, thereby imposing the above-described covenants and restrictions on the following residential subdivision:

SHORELINE OAKS UNIT TWO, Corpus Christi, Nueces County, Texas, according to the map or plat thereof recorded in Volume 67, Pages 565-566, Map Records of Nueces County, Texas;

WHEREAS, the owners of the residential lots in Shoreline Oaks Unit One and in Shoreline Oaks Unit Two are now entitled to one vote per lot owned in such subdivisions at all meetings of the members of the Homeowners' Association; and

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that a declaration for a subdivision may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners in the Homeowners' Association;

NOW, THEREFORE, pursuant to a vote of at least sixty seven percent (67%) of the owners

of lots in Shoreline Oaks Unit One and in Shoreline Oaks Unit Two, the Homeowners' Association does hereby amend and restate the declaration (originally titled "Restrictive Covenants Shoreline Oaks Unit One") as follows:

## **Definitions**

"ACC" means the Architectural Control Committee established in this Declaration.

"Homeowners' Association" means SHORELINE OAKS MASTER ASSOCIATION, INC., a Texas nonprofit corporation, which nonprofit corporation is the homeowners' association for the Subdivision.

"Assessment" means any amount due to the Homeowners' Association by an Owner or levied against an Owner by the Homeowners' Association under this Declaration.

"Board" means the Board of Directors of the Homeowners' Association.

"Bylaws" means the Bylaws of the Homeowners' Association adopted by the Board.

"Common Area" means the following real property owned by the Homeowners' Association:

Lot One (1), Block Five (5), Lot One (1), Block Nine (9), Lot One (1), Block Ten (10), and Lot One (1), Block Eleven (11), SHORELINE OAKS UNIT ONE, a Subdivision of the City of Corpus Christi, Nueces County, Texas, as shown by the map or plat thereof recorded in Volume 64, Pages 255-256, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Dedicatory Instruments" means this Declaration, the Certificate of Formation, Bylaws, Rules of the Homeowners' Association, and standards of the ACC, as amended.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat of record.

"Lot" means each tract of land designated as a single family residential lot designated on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means those Plats of SHORELINE OAKS UNIT ONE, Corpus Christi, Nueces County, Texas, recorded in Volume 64, Pages 255-256, Map Records of Nueces County, Texas

and of SHORELINE OAKS UNIT TWO, Corpus Christi, Nueces County, Texas, recorded in Volume 67, Pages 565-566, Map Records of Nueces County, Texas, and any replat of or amendment to said Plats made in accordance with this Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **Clauses and Covenants**

# A. Imposition of Covenants

- 1. Covenants are hereby imposed on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
- 2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
- 3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject that Owner to a fine, an action for amounts due to the Homeowners' Association, damages, or injunctive relief.

#### B. Plat and Easements

- 1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
- 2. An Owner may use that portion of a Lot lying in an Easement for any purpose consistent with the Dedicatory Instruments that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
  - 3. No Easement holder is liable for damage to landscaping or a Structure in an

#### Easement.

4. Each Easement holder may install, maintain, and connect facilities in the Easements.

### C. Use and Activities

- 1. <u>Permitted Use</u>. A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.
  - 2. Prohibited Activities. Prohibited activities are
    - a. any activity that is otherwise prohibited by the Dedicatory Instruments;
    - b. any illegal activity;
    - c. any nuisance, noxious, or offensive activity;
    - d. any dumping of rubbish;
    - e. possession of a portable toilet facility except during the construction or renovation of a Residence:
    - f. any storage of building materials except during the construction or renovation of a Residence or a Structure;
    - 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 are within ten feet of a street corner;
    - j. any parking of boats, trailers, travel trailers, or motorhomes in the Subdivision for more the 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;
    - 1. any exploration for or extraction of minerals;
    - m. any drilling for or installation of a water well on any Lot;

- n. any drying of clothes in a manner that is visible from any street;
- o. the display of any sign except: (i) one not more than five square feet, advertising the Lot for sale, for rent or advertising a garage or yard sale; (ii) holiday and school sprit signs of a similar size and tastefulness; or (iii) political signage not prohibited by law or the Dedicatory Instruments;
- p. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed 5 in number (or the city-imposed maximum) confined to a fenced yard or within the Residence;
- q. any commercial or professional activity, except for reasonable home office use;
- r. any short-term rental of a Residence (or a room within a Residence) for a period of less than 30 consecutive days;
- s. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- t. moving a previously constructed house onto a Lot;
- u. interfering with a drainage pattern without ACC approval;
- v. hunting and shooting;
- w. installing radio or television aerial or guy wires forward of the front wall line of a Residence; and
- x. occupying a Structure that does not comply with the construction standards of a Residence.
- 3. <u>Trash Containers</u>. Garbage shall be kept in city provided containers, and such containers should be kept in a clean/sanitary condition. All garbage containers should be removed from the street within twelve hours of trash pick-up.
- 4. <u>Pets</u>. No pets may be kept or bred for commercial or business purposes, nor shall they be allowed to run at large within the Subdivision. Pets should remain on a leash or lead in the handler's full control. Additionally, the Owner shall be responsible for the containment, care and clean-up of their animals and their waste. Should a pet become a nuisance in the opinion of the Board, the Owner will be required to remedy the situation at the Owner's expense. This could include the installation of adequate fencing to contain the pet, muzzling of the pet to restrict excessive barking or otherwise aggressive behavior, and the like. Recurring nuisances associated with a particular pet shall subject the Owner to fines and/or the removal of the animal from the Subdivision.

- 5. <u>Prohibition Against Registered Sex Offenders</u>. No person who is registered or is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure (Sex Offender Registration Program), as the same may be amended or re-codified from time to time, or is registered or required to be registered as a sex offender under any other similar federal, state, or local laws, regulations, or ordinances, shall be permitted to: (i) own or hold any interest, including without limitation a fee simple or leasehold interest, in any Lot or Residence in the Subdivision; (ii) reside within the Subdivision; (iii) occupy or use any Lot or Residence in the Subdivision; or (iv) utilize or enter upon the roadways, Common Area, or the Lots in the Subdivision.
- 6. <u>Lease/Rental.</u> Short-term rentals are prohibited above, meaning that no Residence or any portion thereof may be rented or leased for a period of less than 30 consecutive days. An Owner shall have the duty to inform his or her tenant of the standards and requirements imposed by the Dedicatory Instruments. Nonetheless, the Owner shall remain liable to the Homeowners' Association for any fees or fines under the Dedicatory Instruments that are triggered by the acts or omissions of his or her tenant. An Owner shall have the duty to provide the Homeowners' Association with the names and contact telephone numbers of all tenants.

#### D. Construction and Maintenance Standards

## 1. Lots

- a. <u>Consolidation of Lots</u>. An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. Easements. No easement in a Lot may be granted without ACC approval.
- c. <u>Maintenance</u>. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

## 2. Residences and Structures

- a. <u>Aesthetic Compatibility</u>. All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. <u>Location on Lot</u>. No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the street upon which such Lot is located. The ACC may authorize the construction of a Residence on a corner Lot facing either diagonally across such Lot or facing the street along the longer dimension of such Lot.
- c. <u>Height</u>. No Residence or Structure shall exceed two (2) stories in height.
- d. <u>Size</u>. The enclosed area of any single-story Residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages,

shall contain a minimum of eleven hundred (1100) square feet. The enclosed ground floor area of any two-story Residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of seven hundred (700) square feet, and the total square footage of such two-story Residence shall be not less than twelve hundred (1200) square feet.

- e. <u>Location of Structures</u>. All Structures must be located behind the front wall of the Residence.
- f. <u>Garages</u>. Each Residence must have at least a 1½-car enclosed garage accessed by a driveway. No carports shall be allowed.
- g. <u>Damaged or Destroyed Residences and Structures</u>. Any Residence or Structure that is damaged must be repaired within 30 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 45 days or within a period of time approved by the ACC, and the Lot restored to a clean and attractive condition.
- h. <u>Fences/Walls</u>. No fence or wall may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.
- i. <u>Traffic Sight Lines</u>. No landscaping (fence, wall, hedge, shrub) that obstructs/could grow to obstruct traffic sight lines may be placed on any Lot.
- j. <u>Sidewalks</u>. When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.
- k. <u>Landscaping</u>. Landscaping must be installed within 30 days after occupancy. The minimum landscaping is specified as maintained turf grass/lawn or decorative rock, or any other materials approved by the ACC. Grass or weeds must be kept neatly mowed or trimmed, not to exceed six inches (6") in height, and must be properly edged along driveways, sidewalks, and other similar hard surfaces. Trees or bushes located adjacent to a sidewalk must be trimmed to maintain at least seven feet (7') of head clearance over all portions of such sidewalk.

# 3. Building Materials for Residences and Structures

- a. <u>New Materials Required</u>. No secondhand or used materials shall be used in the construction of a Residence. All construction materials must be new.
- b. <u>Roofs</u>. Only composite shingle roofs or an acceptable substitute may be used on Residences and Structures. No flat roofs are permitted. All roof stacks must be painted to match the roof color. Acceptable substitutes to traditional composite

shingles for use in the Subdivision are those alternatives that: (1) are designed primarily to be wind and hail resistant; (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (3) provide solar generation capabilities; and that, when installed: (A) resemble the shingles used or otherwise authorized for use on property in the Subdivision; (B) are more durable than and are of equal of superior quality to the shingles used or otherwise authorized for use on property in the Subdivision; and (C) match the aesthetics of the property surrounding the installation location.

- c. *Air Conditioning*. Window or wall-type air conditioners may not be used in a Residence or a garage.
- d. <u>Exterior Walls</u>: The first floor exterior walls of each Residence shall be one hundred percent (100%) masonry, including but not limited to natural stone, brick, stucco, or hard siding veneer. In computing this masonry requirement, all doors, window openings, and gables shall be excluded. The remaining portion of the exterior walls of the Residence and of any outbuildings must be in harmony with the general architectural design, as determined by the ACC.
- e. <u>Color Changes</u>. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless approved by the ACC. A list of pre-approved paint colors will be provided by the ACC upon request.
- f. <u>Driveways and Sidewalks</u>. All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.
- g. <u>Lot Identification</u>. Lot address numbers and name identification must be aesthetically compatible with the Subdivision.
- h. <u>Fencing</u>. All perimeter fences shall be constructed no higher than six feet (6') and made of vertical slats of treated wood. Stains and Paints shall be subject to approval by the ACC.

#### E. Homeowners' Association

- 1. <u>Establishment and Governance</u>. The Homeowners' Association was established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Homeowners' Association has the powers of a nonprofit corporation and the property owners' association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.
- 2. <u>Rules</u>. The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments, by a meeting with the majority board vote. Upon request, Owners will be provided a copy of any rules.

3. <u>Membership and Voting Rights</u>. Every Owner is a Member of the Homeowners' Association. Membership is appurtenant to and may not be separated from ownership of a Lot. Members have one vote per Lot. When more than one person is an Owner, each is a Member of the Homeowners' Association but only one vote may be cast for a Lot.

# F. Architectural Control Committee (ACC)

## 1. Establishment

- a. <u>Purpose</u>. The ACC is established as a committee of the Homeowners' Association to assist it in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.
- b. <u>Members</u>. The ACC consists of at least 3 persons appointed by the Board. The Board may remove or replace an ACC member at any time. In the absence of an ACC consisting of at least 3 members, the Board will assume all ACC functions hereunder.
- c. Term. ACC members serve until replaced by the Board or they resign.
- d. <u>Standards</u>. Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. Upon request, Owners will be provided a copy of any standards.

## 2. Plan Review

a. <u>Required Review by ACC</u>. No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show harmony of exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

## b. Procedures

- i. <u>Complete Submission</u>. Within 30 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
- ii. <u>Deemed Approval</u>. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 45 days after complete submission, the submitted plans and specifications are deemed

## approved.

- c. <u>Appeal</u>. An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 10 days after the ACC's action. The Board shall determine the appeal within 60 days after timely notice of appeal is given. The determination by the Board is final.
- d. <u>Records</u>. The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- e. <u>No Liability</u>. The Homeowners' Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

## G. Assessments/Dues

- 1. <u>Authority</u>. The Homeowners' Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Homeowners' Association, and to improve and maintain the Common Areas.
- 2. <u>Personal Obligation</u>. An Assessment is a personal obligation of each Owner when the Assessment accrues.
- 3. <u>Creation of Lien</u>. Assessments are secured by a continuing lien on each Lot. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Homeowners' Association to secure Assessments.
- 4. <u>Regular Assessments</u>. Regular Assessments are levied by the Board on an annual basis to fund the anticipated operating and maintenance expenses of the Homeowners' Association for the year. Until such may be changed by the Board, the Regular Assessment is \$420.00 per Lot per year. Regular Assessments may be changed annually by the Board. Written notice of any change to the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- 5. <u>Special Assessments</u>. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

- 6. <u>Approval of Special Assessments</u>. Any Special Assessment must be approved by a simple majority vote at a meeting of the Members in accordance with the Bylaws.
- 7. <u>Fines.</u> The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law. Fine amounts will vary depending on the violation and on the particular circumstances, as determined by a majority vote of the Board.
- 8. <u>Subordination of Lien to Mortgages</u>. The lien granted and reserved to the Homeowners' Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Homeowners' Association's lien as to Assessments due before the foreclosure.
- 9. <u>Delinquent Assessments</u>. Any Assessment not paid within ten calendar days after it is due is delinquent.
- 10. <u>Resale and Transfer Fees</u>. Resale and transfer fees are levied by the Board to compensate the Homeowners' Association for labor and expenses incurred at the time of the sale of each Lot. Until such may be changed by the Board, there is a \$125.00 resale fee and a \$75.00 transfer fee due upon the sale or transfer of a Lot.

# H. Remedial Rights

- 1. <u>Costs, Attorney's Fees, and Expenses</u>. The Owner is liable to the Homeowners' Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Homeowners' Association's lien, and enforcing the Dedicatory Instruments. Costs charged to an Owner may include late fees, interest, and return check fees as imposed by the Board.
- 2. <u>Judicial Enforcement</u>. The Homeowners' Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Homeowners' Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.
- 3. <u>Suspension of Rights</u>. If an Owner violates the Dedicatory Instruments, the Homeowners' Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law until cured.
- 4. <u>Remedy of Violations</u>. The Homeowners' Association may access an Owner's Lot to remedy a violation of the Dedicatory Instruments.
- 5. <u>Damage to Property</u>. An Owner is liable to the Homeowners' Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

# I. Common Area

- 1. <u>Common Area Easements</u>. Each Owner has an easement in and to the Common Area, subject to the right of the Homeowners' Association to
  - a. charge reasonable admission, key/access card fees (and fees for replacement thereof), and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
  - b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
  - c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
  - d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of simple majority of the Members at a meeting in accordance with the Bylaws.
- 2. <u>Permitted Users</u>. An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments. Notwithstanding the foregoing, the Owner of a Lot may only allow a maximum of 3 such persons at any one time in the pool/clubhouse portion of the Common Area. The pool/clubhouse portion of the Common Area is also subject to rental by the Board from time to time for private events.
- 3. <u>Unauthorized Improvements in Common Area</u>. An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

#### J. General Provisions

- 1. *Term.* This Declaration runs with the land and is binding in perpetuity.
- 2. <u>No Waiver</u>. Failure by the Homeowners' Association or an Owner to enforce the Dedicatory Instruments is not a waiver.
- 3. <u>Corrections</u>. The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
- 4. <u>Amendment</u>. This Declaration may be amended at any time by vote of sixty-seven percent (67%) of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Homeowners' Association and recorded in the Official Public Records of Nueces County, Texas.
  - 5. *Conflict*. This Declaration controls over the other Dedicatory Instruments.

- 6. <u>Severability</u>. If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
- 7. Notices. All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Homeowners' Association's records, and (b) to the Homeowners' Association, the Board, the ACC, 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).

Dated effective May 6, 2019.

SHORELINE OAKS MASTER ASSOCIATION, INC.

By: Megan Gordon

President

STATE OF TEXAS

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COUNTY OF NUECES

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This instrument was acknowledged before me on the 23rd day of May, 2019, by MEGAN GORDON, President of SHORELINE OAKS MASTER ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of such nonprofit corporation.



marea Odelice Salinas Notary Public, State of Texas

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

Doct 2019020233 † Pages 14 05/24/2019 11:44AM Official Records of NUECES COUNTY KARA SANDS COUNTY CLERK Fees \$63.00



Ans provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Relision, Sex, Handicap, Familial Status, or National Orisin 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

Kora Davolo