

SHORELINE OAKS HOA RULES (for new requirements 2024)

THIS DOCUMENT INCLUDES PREVIOUSLY FILED HOA RULES and DIRECT COPY FROM CURRENT DEDICATORY INSTRUMENTS and LAW;

● THERE ARE NO NEW RULES or POLICIES HERE ●

This is to bring everything together into one document per new requirements

- I. The "Amended and Restated Declaration of Covenants and Restrictions for Shoreline Oaks Subdivision" passed by the community in 2019, filed as an instrument with Nueces County Public Records at Doc No. 2019020233 will be known in this document as "Covenants 2019".
- II. The "Bylaws of Shoreline Oaks Master Association, Inc." passed by the community in 2019, filed as an instrument with Nueces County Public Records at Doc No. 2019020716 will be known in this document as "Bylaws 2019".
- III. The "Shoreline Oaks HOA Rules" revised December 2022 by the Board of Directors, filed as an instrument with Nueces County Public Records at Doc No. 2022055986 will be known in this document as "HOA Rules 2022".
- IV. Texas Statutes, Property Code, § 209.002 Definitions.
 - (4) "Dedicatory Instrument" means each governing instrument covering the establishment, maintenance, and operation of a residential subdivision. The term includes restrictions or similar instruments subjecting property to restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association, to properly adopted rules and regulations of the property owners' association, and to all lawful amendments to the covenants, bylaws, rules, or regulations.
 - (11) "Restrictive covenant" means any covenant, condition, or restriction contained in a dedicatory instrument, whether mandatory, prohibitive, permissive, or administrative.
- V. The Dedicatory Instruments of Shoreline Oaks provide authority to this Policy on Fines through:
 - a. Covenants 2019, pg. 3 of 13, A. Imposition of Covenants, 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 Homeowner's Association, damages or injunctive relief.
 - b. Covenants 2019, pg. 8 of 13, E. Homeowners' Association. 2. Rules. The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments, by a meeting with the majority board vote.
 - c. The general categories of restrictive covenants for which the association fines are:
 - i. Covenants 2019, B. Plat and Easements, C. Use and Activities, D. Construction and Maintenance Standards, E. Homeowners' Association, F. Architectural Control Committee (ACC), G. Assessments/Dues, H. Remedial Rights, I. Common Area, and J. General Provisions.
- VI. Per Bylaws 2019. 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 and 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.

All hearing requests must be in writing and may be mailed to the Shoreline Oaks Master Association, 2150 Sky Crest Drive, Corpus Christi Texas 78418, emailed to shorelineoakshoa@yahoo.com, or presented by written request in person to Pacesetter Steel Property Management Agent, Julie Cazalas at 5034 Holly Rd., Corpus Christi, TX 78411.

And Texas Statutes, Property Code, Section 209.007. HEARING BEFORE BOARD; ALTERNATIVE DISPUTE RESOLUTION. (a) Except as provided by Subsection (d) and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.

(b) Repealed by Acts 2021, 87th Leg., R.S., Ch. 951 (S.B. [1588](#)), Sec. 22(2), eff. September 1, 2021.

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

(d) The notice and hearing provisions of Section [209.006](#) and this section do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section [209.006](#) and this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

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

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

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

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

- VII. And Texas Statutes, Property Code, Section 209.0061. The Shoreline Oaks Master Association (also known as Home Owners Association or Association) Board of Directors reserves the board's authority to levy a fine from the schedule of fines that varies on a case-by-case basis. As stated in Shoreline Oaks HOA Rules 2022, paragraph 1, sentence 4. Fines and process can be changed by a majority vote of the HOA board.

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 a 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.

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- 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 uncurable 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.