

# San Patricio County **Gracie Alaniz-Gonzales** San Patricio County Clerk

Instrument Number: 742449

Real Property Recordings

Recorded On: June 05, 2024 11:28 AM

Number of Pages: 16

" Examined and Charged as Follows: "

Total Recording: \$81.00

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

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

File Information:

742449

PELICAN COVE CANAL OWNERS ASSOCIATION

Receipt Number:

Document Number:

20240605000031

17319 SAN PEDRO AVE STE 318

Recorded Date/Time:

June 05, 2024 11:28 AM

User:

Lina G

Station:

cclerkdeeds2

SAN ANTONIO TX 78232

Record and Return To:



STATE OF TEXAS San Patricio 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 San Patricio County, Texas

Gracie Alaniz-Gonzales San Patricio County Clerk San Patricio County, TX

Gravi Maring Fingle

# AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS

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KNOW ALL BY THESE PRESENT:

COUNTY OF SAN PATRICIO

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WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Pelican Cove Canal Owners Association is a property owners' association as the term is defined in the Texas Property Code and has property located in San Patricio County, Texas,

NOW THERFORE, true copies of the following dedicatory instruments of the Pelican Cove Canal Owners Association which have not been previously filed in the public records of San Patricio County are attached hereto, including:

- Billing Policy and Payment Plan Guidelines
- Records Inspection Policy
- Records Retention Policy
- Electronic and Telephonic Action Policy
- Membership Voting Policy
- Email Registration Policy

FURTHER, other dedicatory instruments of the in the public records of San Patricio County as	e Pelican Cove Canal Owners Association have already been filed these documents supplement the previously filed documents.			
SIGNED on this the $31$ day of $May$	, 2024.			
	Pelican Cove Canal Owners Association			
By: Spectrum Association Management, L.P.				
	By: Shelby Welch Spectrum Association Management, L.P. Managing Agent			
State of Texas §				
Management he Managing Agent for association.	nd signed before me on this 31 day of helby Welch, representative of Spectrum Association r Pelican Cove Canal Owners Association, on behalf of said			
After Recording Return To: Spectrum Association Management Attn: Transitions 17319 San Pedro, #318 San Antonio, TX 78232	CRYSTAL GAYLE OGBURN Notary Public, State of Texas Comm. Expires 07-06-2027 Notary ID 134440693			

# PELICAN COVE CANAL OWNERS ASSOCIATION BILLING POLICY AND PAYMENT PLAN GUIDELINES

STATE OF TEXAS §

COUNTY OF SAN PATRICIO §

WHEREAS, the Declaration of Protective Covenants ("Declaration") Pelican Cove Canal Owners Association ("Association"), a Texas non-profit corporation, grants the authority to the Board of Directors ("the Board") to establish a budget, set the amount of the assessments, and adopt a procedure to bill and collect assessments and other charges of the Association; and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of the Association hereby adopts these Guidelines for the purposes of establishing a procedure to bill for assessments and other charges of the Association and identify the guidelines under which an owner may request an alternative payment schedule for certain assessments and charges; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish these Guidelines;

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the attached Billing Policy and Payment Plan Guidelines. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained therein.

### Certification

hereby certify that, as _		of the Pelican Cov				
Policy and Payment Plan	Guidelines were approve	ed on the $18$	day of <u>MA</u>	<u> </u>	24 at	a meeting of the
Board of Directors at whi	ich a quorum was preser	nt.		,		

Signature: .

Printed Name:

Title Board President

Date: 2/ May

# PELICAN COVE CANAL OWNERS ASSOCIATION BILLING POLICY AND PAYMENT PLAN GUIDELINES

#### I. BILLING POLICY

## 1. ASSESSMENT PERIOD

The Board of Directors ("Board") has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

### 2. NOTICE

The Board shall fix the amount of the assessment against each lot for the following year pursuant to the Declaration and the annual budget each fiscal year. A written notice, or electronic notice allowable pursuant to Chapter 209 of the Texas Property Code, of the assessment may be sent to every owner subject to the assessment. Failure to receive notice will not negate an owner's responsibility or provide an entitlement to reduction or removal of assessments, interest, fines, or costs of collecting past due balances, if such notice was sent via regular mail to the most recent address of the owner according to Association records or sent by electronic means to the device or email address in the Association records when an owner has opted to receive notices by electronic means in accordance with Chapter 209 of the Texas Property Code.

Each owner shall have the obligation to notify the Association in writing of any change in address or change of electronic delivery which shall become effective five days after written notice has been received by the Association. Notices will be deemed delivered to the owner upon depositing the notice with the U.S. Postal Service, or by delivery through a delivery service to the owner or owner's address, or by sending the notice by electronic means as designated by the owner in the Association's records.

#### 3. DUE DATE

All assessments are due and payable the first calendar day of the billing period, or in such a manner determined by the Board in its sole and absolute discretion. If any amount due the Association is not paid on the date when due, then such amounts shall be considered past due. When the account becomes past due, it remains as such until such time as it is paid in full, including assessments, fines, interest, late fees, and costs associated with collecting past due amounts.

#### 4. INTEREST

If the assessment is not paid by the due date, the assessment may bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

#### 5. LATE FEES

If the assessment is not paid by the due date, the Association may levy a late charge pursuant to the amount, if any, provided for in the Declaration until paid in full.

## 6. COSTS FOR COLLECTING PAST DUE AMOUNTS

Per the Declaration, the owner is responsible for paying the Association any costs of collecting past due amounts. Costs the Association may incur or be responsible for and then add to the owner's account may include, but are not limited to: administrative oversight, hand delivery notification, certified mail, title searches, amounts related to staff servicing past due accounts, ownership mailing address verification, document preparation, amounts related to making staff available for communication with past due owners, file review costs, filing fees, and other costs.

In addition, pursuant to Texas Property Code, the Association may incur or be responsible for third party costs that an owner is then responsible for paying which may include, but are not limited to: attorney's fees and costs, court costs, filing fees, and other costs.

## 7. PAST DUE NOTIFICATION

In the event an amount remains unpaid after the due date, past due notices may be sent from the Association to the owner(s) each month the amount remains past due. The Association may send written notice on or about every thirty (30) days until such time the account is paid in full.

The Association may choose to cause work to be done in an effort to properly bill the owners and to fulfill the Board's duty to bill and collect all assessments. The Association may state in past due correspondence to the owner the nature of any additional work to be done on the owner's account and the corresponding cost to the Association that will be billed by the Association to the owner's account if the owner fails to pay in full by the due date.

Past due notices will contain a statement that the entire remaining unpaid balance is due and that the owner is entitled to a payment plan. In the event the owner chooses to enter a payment plan, in addition to interest, a monthly charge may be added to the owner's balance for administrative costs related to the payment plan and such additional administrative costs may continue until the entire balance is paid in full.

## 8. FINAL NOTICE PRIOR TO REFERRAL TO A THIRD PARTY

In the event an amount due remains unpaid for a period of more than one hundred and twenty (120) days beyond the due date set forth on the initial notice of amounts due to the Association, or in the event an owner does not fulfill the terms of a payment plan agreement, the Board may vote in a meeting to send a Final Notice to the owner.

The Final Notice will be sent via certified mail pursuant to Section 209.0064 of the Texas Property Code and will set forth the following information: amounts due, including all past due assessments, interest, late fees, costs and any other amounts outstanding; a period of at least forty-five (45) days for the owner to pay the amounts due; the availability of a payment plan if the owner is entitled to a payment plan as described in Section II of this document; notice of the owner's past due amounts being referred from the Association's handling to a third party collection agent or attorney if the amount remains unpaid after the referenced forty-five (45) day period; and notice that any attorney's fees and costs will be charged to the owner's account.

## 9. REFERRAL OF ACCOUNT TO A THIRD PARTY - ESCALATED BILLING STATUS

Past due accounts referred to the Association's attorney for legal action may, per the Declaration of the Association, be charged interest, late fees, costs to the Association related to the administrative monitoring of an owner's account, and costs of the third party attorney's office. The costs for maintaining and monitoring accounts in an escalated billing status may include, but are not limited to: correspondence to and from the attorney, regular updates from the attorney to the Board, coordination with the Board related to the owner's file, processing invoices and partial payments, notary services, periodic review of the file, providing updated monthly statements to the attorney's office; producing documents, and when requested, information requests such as, confirmation of occupancy of property, identification of vehicles, etc.

Upon referral of an owner's account to a third party attorney's office, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the past due owner for a money judgment, instituting a foreclosure or expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

## 10. PAYMENTS RETURNED FOR NON-SUFFICIENT FUNDS

An owner may be charged for costs related to a check that is returned for non-sufficient funds.

#### 11. COMMON AREA

If a hearing is not requested within 30 days from the date the past due notice is mailed to the owner, the owner's use of recreational facilities and common properties may be suspended.

## II. PAYMENT PLAN GUIDELINES

The Association hereby establishes an alternative payment schedule by which an owner may make partial payments to the Association for past due regular or special assessments or any other amounts owed to the Association without accruing monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the payment plan. Any late fees imposed prior to a request for a payment plan may be made part of such payment plan at the discretion of the Board. The payment plan schedule and policy is as follows:

1. A payment plan term shall be determined at the discretion of the Board, but shall have a minimum term of not less than 3 months;

2.	The Association may use its discretion to determine the maximum term of a payment plan;
3.	The Association may set up, without the need for a case by case vote by the Board, a payment plan allowing up to 12 consecutive monthly installments;
4.	An owner may submit a request for a payment plan that does not meet the foregoing guidelines and may provide any information they wish the Board to consider. The Board may approve or disapprove such payment plan, in its sole discretion, as long as the minimum term of the payment plan offered by the Association is not less than 3 months;
5.	All payments shall be due by the date specified in the payment plan;
6.	Failure by an owner to make a payment by the due date specified in the payment plan shall be considered a default of the payment plan;
7.	The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under a previous payment plan;
8.	If an owner requests a payment plan that will extend into the next assessment cycle, the owner may be required to pay future assessments by the due date of those assessments in addition to the payments specified in the payment plan;
9.	Pursuant to Section 209.0064(b)(3) of the Texas Property Code the Association is not required to offer a payment plan to an owner after the forty five (45) day period to pay the past due balance in the final notice has expired;
10.	The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period;
11.	The Association is not required to allow a payment plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.

## III. General Provisions

## 1. Independent Judgment

Notwithstanding the contents of this detailed policy, the officers, directors, and manager of the Association may exercise their independent, collective, and respective judgment in applying this policy.

## 2. Other Rights

This policy is in addition to and is not intended to detract from or limit the rights of the Association to bill assessments under the Association's Declaration and the laws of the State of Texas.

# 3. Application of Payments

A payment received by the Association shall be applied in accordance with Section 209.0063 of the Texas Property Code. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on an owner's account.

## 4. Replacement and Amendment of Policy

This policy replaces any previously recorded or implemented policy that addresses the subjects contained herein. The Board of Directors may amend this policy from time to time.

# Records Inspection Policy for the Pelican Cove Canal Owners Association

STATE OF TEXAS §

COUNTY OF SAN PATRICIO §

This Records Inspection Policy for the Pelican Cove Canal Owners Association (the "Policy") is adopted by the Pelican Cove Canal Owners Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Pelican Cove Canal Owners Association Board of Directors (the "Board") on 5/1/2024.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
  - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
  - b. The agent, attorney, or certified public accountant designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
  - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
  - b. Describe in detail each record requested including the fiscal year to which said record relates;
  - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
  - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
  - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
  - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.

5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.

6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

**EFFECTIVE DATE:** 

Authorized Board Member/Signature:\_

# Records Retention Policy for the Pelican Cove Canal Owners Association

STATE OF TEXAS

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**COUNTY OF SAN PATRICIO** 

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This Records Retention Policy for the Pelican Cove Canal Owners Association (the "Policy") is adopted by the Pelican Cove Canal Owners Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Pelican Cove Canal Owners Association Board of Directors (the "Board") on 5/1/2024.

NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:

- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants and all amendments to certificates of formation, bylaws and covenants shall be retained permanently at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 6.) Tax returns and audit records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE:

Authorized Board Member/Signature:

# Electronic and Telephonic Action Policy for the Pelican Cove Canal Owners Association

STATE OF TEXAS §

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COUNTY OF SAN PATRICIO §

This Membership Voting Policy for the Pelican Cove Canal Owners Association (the "Policy") is adopted by the Pelican Cove Canal Owners Association(the "Association"), a Texas Non-Profit Corporation.

WHEREAS, Section 209.0051(h) of the Texas Property Code was recently amended to allow the Board of Directors to take action outside of a meeting including voting by electronic or telephonic means without notice to the members; and

WHEREAS, pursuant to Section 209.0051(h), the Association desires to enact uniform procedures to ensure that for electronic or telephonic voting, each Director has a reasonable opportunity to express his or her opinion to all other board members and to cast his or her vote; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code 202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these restrictive covenants;

NOW, THEREFORE, the Board of Directors hereby adopts the following Electronic and Telephonic Action Policy:

#### General Procedures:

- 1) Voting Quorum is defined as a majority of the Board positions currently filled.
- 2) Reasonable opportunity is defined as 72 hours.
- 3) Upon election to the Board of Directors, each Director has the responsibility to provide his or her preferred email address and phone number to the Association's managing agent and/or all other current Board members, and has the responsibility to update the email address or phone number if their preferred contact information changes.
- 4) At any point in time a Director may request an alternate method of voting. The Board of Directors may provide a reasonable alternative method of voting such as email, phone, fax, mail or other method agreed upon by the Board of Directors and the requesting Director.

#### **Email Procedures:**

- When a matter arises for a vote of the Board of Directors for which email voting is permitted, the managing agent and/or the requesting Director shall send an email to the email address of each Director. The email will state the proposal(s) being voted on and include any pertinent information or documents necessary for the decision to be made.
- 2) Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 3) A vote shall be considered concluded upon any of the following occurrences:
  - a. At least a majority of the Directors vote to approve the proposal, or
  - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

#### Telephonic Procedures:

- When a matter arises for a vote of the Board of Directors for which telephonic voting is permitted, the managing agent and/or the requesting Director shall contact each Director via provided contact information.
- 2) Each Director shall be informed of the proposal(s) being voted on and include any pertinent information for the decision to be made. A date, time and phone number shall be provided of when the vote will occur and allow for reasonable opportunity of review by each Director.
- 3) During the telephonic conference, each Director must be able to hear and be heard by all other directors. Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 4) A vote shall be considered concluded upon any of the following occurrences:
  - a. At least a majority of the Directors vote to approve the proposal, or
  - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

All routine and administrative business of the Association may be conducted via email or phone as permissible by law.

FEFECTIVE DATE.

Authorized Board Member Signature:

Date

# Membership Voting Policy for the Pelican Cove Canal Owners Association

STATE OF TEXAS

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**COUNTY OF SAN PATRICIO** 

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This Membership Voting Policy for the Pelican Cove Canal Owners Association(the "Policy") is adopted by the Pelican Cove Canal Owners Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, membership voting is governed in whole or in part by Sections 209.0058, 209.0059, 209.00593 and 209.0054 of Texas Property Code (the "Voting Requirements"), and;

WHEREAS, the Association may adopt policies and rules to help facilitate the provisions outlined in the Voting Requirements.

NOW THEREFORE, the Association hereby adopts a Membership Voting Policy as follows:

- 1.) The Association shall have the sole authority to promulgate all ballots, absentee ballots, proxy forms or other instruments ("Voting Instruments") for use in Association wide votes or elections and the Association may not accept any other form of these instruments in connection with an Association vote or election.
- 2.) The Association may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Members shall otherwise be entitled to obtain from the Association copies of said unexecuted Voting Instruments.
- 3.) All Voting Instruments must be signed and dated by the member executing said instrument. Unsigned or undated instruments may be deemed invalid and may not be counted toward quorum and/or totals in a vote or election.
- 4.) Voting Instruments may be submitted to the Association electronically, by mail or in person not later than one business day prior to the election or vote to which they pertain. Voting Instruments may also be submitted at the meeting to which they pertain prior to the close of voting.
- 5.) Electronic submission of executed Voting Instruments may include e-mail submission or facsimile transmission of said Voting Instrument to the respective email address or fax number listed for such purpose on said instrument promulgated by the Association. Electronic submission of said Voting Instruments shall also include an electronic transmission made through a secured exchange available through the Association's website.
- 6.) Voting Instruments may also be mailed to the principal office address of the Association as listed on the Voting Instrument. If mailing, Voting Instruments must be received not later than one business day prior to the Election or Vote to which they pertain.
- 7.) Votes cast by proxy may only be cast in person by the proxy holder at the meeting for which said proxy is effective.

EFFCTIVE DATE

Authorized Board Membér Signature

# E-mail Registration Policy for the Pelican Cove Canal Owners Association

STATE OF TEXAS

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**COUNTY OF SAN PATRICIO** 

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WHEREAS, The Pelican Cove Canal Owners Association, a Texas non-profit corporation (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0051(e)(2)(B) of the Texas Property Code provides that the Association may send the required notice of a meeting of the Association's Board of Directors (the "Board") by e-mail to each owner who has registered an e-mail address with the Association;

WHEREAS, pursuant to Section 209.0051(f), it is an owner's duty to keep an updated e-mail address registered with the Association;

NOW THEREFORE, the Board has duly adopted the following "E-mail Registration Policy" (the "Policy"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices pursuant to Section 209.0051(e)(2)(B) when: (1) the owner has completed the registration form available at www.spectrumam.com that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices pursuant to Section 209.0051(e)(2)(B), the registration form must be completed and submitted after 5/1/2024.
- 3.) No other form of e-mail registration shall be accepted for the purpose of communicating notices under Section §209.0051(e)(2)(B) regardless of whether said e-mail address has been previously used for communications to or from the Association.

FEECTIVE DATE.

Authorized Board Member Signature: