

THUNDERBIRD POINT OWNERS ASSOCIATION By-Laws
Amended *July 15, 2023*

ARTICLE ONE
Membership

Section 1. Membership: Each owner of one or more lots or Parcel in any section of Thunderbird Point Subdivision and each purchaser under a contract to purchase one or more lots (with such contract then being in force), who is of good moral character, reputation and habits is a member of the Thunderbird Point Owners Association (TPOA).

Section 2. Membership Rights: All members and their guests shall have the right to use all of the Association's facilities, including its swimming pool, parks and recreational areas, to the extent permitted by and in accordance with the terms and conditions that may be set out in the Association's rules, which may from time to time be established by its Board of Directors. As to each membership which is held by other than a single individual, that is a membership held by two or more persons, by a corporation or by a firm or partnership, the use of the Association's facilities shall be only by an individual person and the family of such individual person named by such member.

Section 3. In Arrears of Assessments: No member who is in arrears in respect to the annual payment of assessments set forth in ARTICLE TWO, or in any other dues and/or accounts of the Association, shall be eligible to vote or attend any meeting of members or use of TPOA facilities. Furthermore, members in arrears of assessments cannot be a guest of other members of TPOA.

Section 4. Membership shall be evidenced by such card; certificate and other writing as the Board of Directors shall authorize. Members shall be responsible for family members and their guests.

Section 5. Termination of Membership Upon the termination of membership for any cause, whether by death, expulsion or otherwise, all the rights and interest of the member in the privileges, rights properties, funds or assets of the Association shall cease.

Section 6. Expulsion of Membership: A member may be expelled only by a majority vote of all the Board of Directors. Such expulsion shall be in the sole discretion of the Board of Directors. In no event shall expulsion operate to discharge the expelled member's indebtedness to the Association. For the following reasons: (1) Failure to pay any fees or assessments required by TPOA; and (2) for cause, based on conduct of a member that is deemed by the Board of Directors to be harmful and detrimental to TPOA.

ARTICLE TWO

Assessments

Section 1. All property owners are legally REQUIRED and have an individual obligation to pay TPOA Assessments. This obligation is contractual in nature and is binding upon all Owner(s) who acquire title to an applicable lot(s) or Parcel. The personal obligation for delinquent assessments shall not pass to a successor in title to such Owner unless expressly assumed by such successor. These assessments provide for the maintenance of association owned facilities and property. There are three types of assessments: Regular Assessments, Special Assessments and Individual Assessments.

Section 2. Regular Assessments are Annual Assessments and are currently \$200 per year due on June 30th and subject to change. All property owners owe this assessment for EACH SINGLE FAMILY RESIDENTIAL DWELLING. Property Owners that lease multiple Single Family Residences owe the Regular Assessment for EACH leased Single Family Residential Dwelling. Property owners that own EMPTY lot(s) are assessed a single annual \$200 assessment.

Section 3. Special Assessments are on a one-time basis due to special circumstances such as pool equipment repair, boat ramp and boat dock facility repairs, association property maintenance and repair, maintenance equipment such as lawn mowers and associated equipment.

Section 4. Individual Assessments are levied against an Individual, particular lot(s), or property for damage to the Common Areas or special circumstances.

Section 5. Personal Obligation to Pay Assessments. The Assessments shall be personal obligations of the Owner(s) of each lot(s) or Parcel. No Owner may exempt themselves from liability for Assessments. In the event the Owner does not pay an Assessment in full when due, such Owner shall pay interest on such unpaid Assessment from the due date until paid at the Default Rate of Interest of 1.25% per month (15.0% annual rate) together with all costs and expenses of collection incurred by the Association, including, but not limited to, reasonable attorneys' fees. The obligation of the Owner(s) to pay Assessments with respect to a lot(s) or Parcel made for any period of time that an Owner owns the lot(s) or Parcel shall remain the personal obligation of such Owner, and such obligation shall not pass to transferees from such Owners unless expressly assumed by such transferees. A property Owner is legally obligated to pay the Assessments to the Association even if the property owner does not use the Association's facilities or amenities.

Section 6. Assessment Lien and Foreclosure. All unpaid Assessments, together with interest from the due date until paid at the Default Rate of Interest and together with the costs and expenses of collection incurred by the Association, including, but not limited to, reasonable attorneys' fees, shall be secured by a continuing contractual lien against the affected lot(s) or Parcel, which lien shall bind such lot(s) or Parcel and the Owner thereof and their heirs, successors, devisees, personal representatives and assignees. The aforesaid contractual lien shall attach to each lot(s) or Parcel as of the date the Declaration is recorded in the Deed Records of Camp County, Texas, and shall be superior to all liens other than (a) a deed of trust or mortgage lien against the lot(s) or Parcel, (b) any sale and leaseback agreement or lease and sublease back agreement whereby an Owner transfers the lot(s) or Parcel and simultaneously acquires a possessory interest under a lease from, or other agreement with, the transferee, and (c) the lien securing real estate taxes provided; however, the liens described in (a) and (b) above shall be inferior and subordinate to the lien provided for in this Section 6 to the extent of any unpaid

Assessments set forth in a Notice of Unpaid Assessments (hereinafter defined) recorded prior to the date of such liens described in (a) or (b) above. The Association shall have the power to subordinate any Assessment lien to any other lien. ALL LOT(S) OR PARCELS ARE CONVEYED AND ACCEPTED BY THE OWNER THEREOF SUBJECT TO THE ASSESSMENT LIEN PROVIDED IN THIS SECTION 6. SUCH LIEN HAS ATTACHED TO THE PROPERTY AND ALL LOT(S) OR PARCELS AND PRECEDES AND IS SUPERIOR TO ANY HOMESTEAD RIGHT THAT MAY BE ASSERTED BY ANY PURCHASERS OF LOT(S) OR PARCELS SUBSEQUENT TO THE DATE OF THE RECORDING OF THE DECLARATION IN THE DEED RECORDS OF CAMP COUNTY, TEXAS. To evidence unpaid Assessments, the Association may prepare a written notice of unpaid Assessments (the “Notice of Unpaid Assessments”) setting forth the amount of the unpaid Assessments, the amount of interest owned thereon computed at the Default Rate of Interest from the due date until paid, the amount of costs and expenses of collection incurred by the Association, including, but not limited to, reasonable attorney’s fees, the name of the Owner of the affected lot(s) or Parcel and a description of the affected lot(s) or Parcel. Such notice shall be recorded in the Real Property Records of Camp County, Texas. The Association shall record a release of any recorded Notice of Unpaid Assessments when all amounts set forth therein have been paid in full. The lien for payment of Assessments may be enforced by judicial foreclosure or by non-judicial foreclosure through a public sale in accordance with Section 51.002 of the Texas Property Code, as amended. In addition, the Association may institute suits against the Owner of the affected lot(s) or Parcel to obtain a judgment for all sums due and owing the Association. The Association may purchase any lot(s) or Parcel at foreclosure and may acquire, hold, lease, mortgage, convey or otherwise deal with such lot(s) or Parcel. Upon the written request of any mortgagee holding prior lien on any lot(s) or Parcel, the Association shall report to such mortgagee any unpaid Assessments then owing to the Association with respect to such lot(s) or Parcel.

ARTICLE THREE Board of Directors

Section 1. The affairs and management of the Association shall be conducted by a Board of Directors consisting of the number of Directors as provided in Section 3 of ARTICLE THREE, which Board shall have full power and authority to carry out the purposes of the Association as specified in these By-Laws and to do any and all lawful acts necessary or proper thereto.

Section 2. Term of Office: Except as otherwise provided in Section 3 of ARTICLE THREE, Directors shall serve a term of three (3) years and thereafter until their successors are elected and have qualified. Any Director may succeed himself and serve as many consecutive terms or non-consecutive terms as he/she may be elected. Directors must be members of the Association.

Section 3. Election: The Board of Directors will consist of five (5) members. The Board of Directors shall be elected at the annual meeting of members by a majority of the vote cast in person or by proxy at such meeting. The Board of Directors shall be staggered that no more than two (2) Directors shall be elected yearly.

Section 4. Nomination of Board of Directors: Before the expiration of the term of any Director, The President shall appoint a Nominating Committee in accordance with ARTICLE FIVE Section 2.

Section 5. Quorum Meetings: A majority of the Directors shall constitute a quorum at any meeting, and a majority of those present shall be sufficient to determine any question, except in regard to expulsion of members as hereinbefore provided. Meetings of the Board of Directors may be held at any place within the State of Texas on the third (3rd) Saturday of each month, with the exception of November and December.

Section 6. Resignation: Officers and Board of Directors not in attendance of two consecutive Board Meetings, without duly notifying the President or Board of Directors will be considered to have resigned and may be replaced in accordance with ARTICLE FOUR, Section 6.

ARTICLE FOUR Officers

Section 1. Officers: The officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, elected by the members of the Association. No more than one (1) office may be held by the same person. All officers shall be elected annually by the members at the Annual meeting of the membership of this Association. All officers shall hold office for a period on one (1) year, or until their successors are duly elected and qualified. Officers may succeed themselves and serve as many consecutive terms or non-consecutive terms as they may be elected. All officers shall be required to be members of the Association. No officer shall also serve as a member of the Board of Directors of the Association.

Section 2. The President shall be the chief executive officer of the Association and shall preside over meetings of the Board of Directors and meetings of the membership.

Section 3. The Vice-President shall exercise the functions of the President in the absence of the President and shall perform such other duties as the Board of Directors may prescribe.

Section 4. The Secretary shall produce an Agenda, keep the minutes of all meetings, give the notices required therein, and perform all duties required of a Secretary. The Secretary will also maintain the TPOA website www.thunderbirdpoint.com.

Section 5. The Treasurer shall work closely with the Officers and Board of Directors in the collection of all assessments, charges, and payment of association bills. The Treasurer shall be responsible for the proper accounting of the Association's financial affairs, maintain a complete list of all property owners, contact information, and the preparing of proper reports on financial matters and such other reports as may be specified by the Board of Directors. The Treasurer is hired by the Board of Directors and is a paid position.

Section 6. Vacancy of Office: Should any Officer, Board of Directors, or member of the Audit Committee become vacant for any reason; the Board of Directors may appoint any TPOA member in good standing to fill the remaining term in the interim until the next Annual or Special Meeting.

Section 7. Nomination of Officers: Before the expiration of the term of any Officer, The President shall appoint a Nominating Committee in accordance with ARTICLE FIVE Section 2.

ARTICLE FIVE

Committees

APPOINTED COMMITTEES

Section 1. Appointed Committees: The President or Board of Directors may appoint such committees and advise duties as necessary. Committees may be made up of any Officer, Board of Directors, or any TPOA member in good standing. Such appointments will be approved by the Board of Directors and recorded in the minutes by the Secretary. No committee should have a majority of Board of Directors serving.

Section 2. The Nominating Committee will consist of three (3) members. Before the expiration of the term of any Officer, Board of Directors, or member of the Audit Committee, the Nominating Committee shall nominate one (1) nominee for each position to be filled. Members present at the Annual meeting may also make nominations from the floor.

Section 3. Terms of Elections: The Nominating Committee will nominate positions as follows: Board of Directors and Audit Committee will serve a term of three (3) years. Officers (President, Vice-President, Treasurer, and Secretary) will serve a term of one (1) year.

Section 4. The Architectural Control Committee (ACC) will consist of three (3) members as appointed by the Board of Directors. Responsibilities of the ACC are detailed in the TPOA Covenants, Conditions, and Restrictions, ARTICLE VIII, Architectural Control.

4.a A person may NOT be appointed or elected to serve on an architectural review authority if the person is:

1. A current Board member;
2. A current Board member's spouse; or
3. A person residing in a current Board member's household.
4. Per Texas Property Code Section 209.00505 Effective September 21, 2021.

ELECTED COMMITTEES

Section 1. The Audit Committee consisting of three (3) members shall be elected at the Annual meeting of members by a majority of the vote cast in person or by proxy at such meeting. The Audit Committee members shall be staggered that no more than one (1) member shall be elected yearly. The committee members shall be elected for a three (3) year term.

Section 2. The Audit Committee shall conduct an annual audit of the books at the close of the fiscal year.

ARTICLE SIX

Meetings

Section 1. The Annual Meeting of Members of the Association shall be held at TVFD in Thunderbird Point Subdivision or at such other place as shall be determined by the President of the Association, on the third (3rd) Saturday in July of each year at 10:00 A.M. Special Meetings may be called by the President or by a majority of the Board of Directors. Thirty (30) days notice to members shall be required and posted on the TPOA website www.thunderbirdpoint.com and or individual emails.

Section 2. Voting: The number of members entitled to vote, present in person or by proxy at an annual meeting or special meeting of members shall constitute a quorum. Members voting by proxy shall submit their proxy in writing to the President of the Association prior to any meeting. Such proxy shall instruct the President to cast the proxy vote on only those questions of business specified in the proxy. The vote of a majority of the total votes cast by qualified voting members present in person or by proxy shall decide any question brought before such meeting, the respective members to have such number of votes as herein before provided in ARTICLE ONE.

Section 3. The Annual Meeting of the Board of Directors shall be held on the same day as the Annual meeting of members and at the same place as the Annual meeting.

Section 4. Special Meetings of the Board of Directors may be called at any time by the President or by any three (3) members of the Board of Directors, three (3) days written notice shall be required for special meetings unless notice is waived in writing.

Section 5. Minutes: The Secretary shall keep, or cause to be kept the minutes of all Annual meetings, Board of Directors Meetings, and Special Meetings.

ARTICLE SEVEN

Miscellaneous

Section 1. By-Laws: These By-Laws, or any part thereof may be amended, modified or repealed only by a majority vote and approval of the President, Vice-President and all five Board of Directors and a majority vote of the membership present or by proxy vote at the Annual Meeting or Special Meeting.

Section 2. Unless otherwise required by statute or by these By-Laws, any notice required to be given shall not be deemed to be personal notice but will be posted on the TPOA website www.thunderbirdpoint.com.

Section 3. The Association shall not enter into any contract to pay and shall not pay any salary or other remuneration to any officer, (President, Vice-President and Secretary), Director or Committee Member of the Association for their services as such nor in any other capacity regardless of the capacity in which they may act.

Section 4. The Board of Directors may approve normal and reasonable operating expenses incurred by the Association for payment. Any expenditure in excess of \$5,000 (Five Thousand Dollars) not considered to be normal operating expenses, nor of an emergency nature, must be approved only by the unanimous vote and approval of the President, Vice-President and all five Board of Directors.

Section 5. No property of the Association valued more than \$200.00 (Two Hundred Dollars) may be sold or otherwise disposed of without the majority vote of the President, Vice-President, and Board of Directors.

Section 6. No Director, Officer or member of the Association shall incur any indebtedness in the name of the Association or to place any encumbrance upon the assets of the Association without first being approved by a majority vote of the members in person or by proxy at an annual or special meeting of the members.

Section 7. Members shall be granted access to all books, records and minutes of meetings of the Association and its Board of Directors upon written request to the President of the Association. Such inspection of the books and records shall be conducted at a time and place agreed upon between the President and the member or members requesting access.

Section 8. Property Owners and or Renters are welcome to use TPOA facilities and amenities including its swimming pool, parks and recreation areas, boat ramp / dock, if the Annual Assessment is PAID IN FULL AND CURRENT.

Section 9. The Association will assess a return check fee of \$25.00.

Section 10. No motorized vehicles will be allowed on the park grounds outside of designated parking areas, with the exception of Personal Mobility Vehicles and properly placarded vehicles operated by the handicapped or vehicles being operated during the course of maintenance.

Section 11. Owners that rent or lease their property are responsible for trash pick-up, and lawn maintenance. The owner shall provide renters/lessees with a copy of TPOA By-laws, Covenants, Conditions, and Restrictions, and submit a signed receipt and acknowledgement from their renter/lessee to TPOA Architectural Control Committee, which is located on the TPOA website www.thunderbirdpoint.com.

This is the last line of THUNDERBIRD POINT OWNERS ASSOCIATION By-Laws.