

**CERTIFICATE OF FORMATION  
(FORMALLY KNOWN AS ARTICLES OF INCORPORATION)**

FILED  
In the Office of the  
Secretary of State of Texas

FEB 15 1980

ARTICLES OF INCORPORATION

OF

THUNDERBIRD POINT OWNERS ASSOCIATION

We, the undersigned natural persons of the age of twenty-one years or more, each of whom is a citizen of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is  
THUNDERBIRD POINT OWNERS ASSOCIATION

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purposes for which the corporation is organized are:

1. To maintain and operate a private club, not in fact open to the public, to be a social organization composed of members of good moral character, reputation and habits, to support and establish a club establishment with the power to acquire, own, operate, manage, lease, sell, convey and otherwise dispose of all property, real and personal, incident to such operations, including a recreational area for members.

2. To enter into such agreements, documents and things whatsoever as may be incidental or appropriate to carrying out the foregoing purposes.

3. To do everything, as determined by the By-Laws and by the Board of Directors of the corporation, authorized by the Texas Non-Profit Corporation Act, as now in force and as the same may be from time to time hereafter amended.

#### ARTICLE FIVE

The corporation is to have members.

#### ARTICLE SIX

The post office address of its initial registered office is 2400 L.T.V. Tower, Dallas, Texas 75201, and the name of its initial registered agent at such address is Charles E. Schram.

#### ARTICLE SEVEN

The number of directors of the corporation may be fixed by the by-laws, but shall not be less than three (3).

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the members or until their successors are elected and qualified are:


NAMES	ADDRESSES
CHARLES E. SCHRAM, Jr.	2400 L.T.V. Tower Dallas, Texas 75201
PAULINE D. SCHRAM	2400 L.T.V. Tower Dallas, Texas 75201
CHUCK SCHRAM, III	2400 L.T.V. Tower Dallas, Texas 75201

ARTICLE EIGHT

The names and addresses of the incorporators are:

NAMES	ADDRESSES
CHARLES E. SCHRAM, JR.	2400 L.T.V. Tower Dallas, Texas 75201
PAULINE D. SCHRAM	2400 L.T.V. Tower Dallas, Texas 75201
CHUCK SCHRAM, III	2400 L.T.V. Tower Dallas, Texas 75201

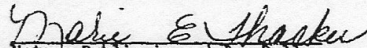
IN WITNESS WHEREOF, we have hereunto set our hands this the  
12th. day of February, 1980.

  
Charles E. Schram, Jr.

  
Pauline D. Schram

  
Chuck Schram, III

SUBSCRIBED AND SWORN TO BEFORE ME on this the 12th day of  
February, 1980.

  
Notary Public in and for Dallas  
County, Texas

THE STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned, a notary public in and for said County and State, on this day personally appeared Charles E. Schram, Jr., \* Pauline D. Schram, and Chuck Schram, III, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of February, 1980.

Y. Marie E. Shapken  
Notary Public in and for Dallas  
County, Texas.



# **THUNDERBIRD POINT OWNERS' ASSOCIATION By-Laws**

## ***Amended July 20, 2024***

### **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:

- \$250 per year due on June 30, 2024, for FY 2024-2025
- \$300 per year due on June 30, 2025, for FY 2025-2026

and subject to change. All property owners owe this assessment for EACH SINGLE-FAMILY RESIDENTIAL DWELLING. Property Owners that own multiple Single-Family Residences owe the Regular Assessment for EACH Single-Family Residential Dwelling. Property owners that own EMPTY lot(s) are assessed a single annual \$250 assessment for FY 2024-2025 and \$300 for FY 2025-2026.

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 (3<sup>rd</sup>) 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.

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 (3<sup>rd</sup>) 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](http://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](http://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](http://www.thunderbirdpoint.com).

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

# **RULES AND REGULATIONS**

## **Thunderbird Point Owners Association**

### **Short Term Rental Policy and Guidelines**

Short Term Rental's (STR's) have become very popular in the last few years and have become a HOT TOPIC! STR's are defined as renting/leasing out a single family residence dwelling for 30 days/nights or less and are typically managed by online services such as Vacation Rentals By Owners (VRBO), AirBNB, Hometogo, Homeaway, etc.

Texas law does not currently prohibit this concept as a single family residence property owner, but **responsible hosting** is mandatory to keep the neighborhood community, TPOA, and nearby residents all happy! We live in a beautiful lake front community and would like to keep it that way and be respectful of others and their property.

Here are our TPOA Policy and Guidelines for STR's:

#### **SAFETY**

- Guests MUST NOT block neighbors' property, driveways, sidewalks, etc. with any vehicle of any type and definitely not park on anyone else's property.
- Due to Thunderbird Point roads being narrow, guest vehicles should not be parked on the sides of the roads. This creates a serious safety problem for first responders such as, TVFD, Ambulances and Police to access anyone during an emergency.
- All guest vehicles must be able to park on the existing STR property driveway and garage space. If all of your guest's vehicles will not fit in or on your property, you have too many guests!

#### **Respecting Your Neighbors**

- Keep the noise level down especially with large groups and parties.
- A midnight to 08:00 am noise curfew should be respected.
- Do not allow guests on neighboring property. Property Owners are responsible to ensure your guests know your property boundaries.
- Garbage & trash should be accommodated in refuse containers. The piling of excess trash bags outside or on top the refuse container(s) is unacceptable due to wildlife tearing into the bags and sitting for days until the refuse companies scheduled pickup. These companies will NOT pick up excess trash outside of their containers. Excess garbage should be hauled off by your guests. Your neighbors should not have to clean up after your guests!

## **TPOA Amenities**

- Pool, parks, boat ramp/Dock are for property owners that are current and paid in full of their annual assessment. These amenities are NOT meant for STR guests use, nor do we have the capacity to accommodate them.
- Outdoor fires are restricted to “on property” fire pits and not allowed during burn bans or on common areas / amenities.

## **FINES**

- TPOA reserves the right to assess fines on a case by case basis to the STR property owners for the following violations:
  - Vehicles blocking any other property owners access to their home / property - \$500
  - Excessive garbage / trash pick up - \$100 and up
  - First Responders access blocked - \$1000 and up
  - Police called to STR residence due to disturbance - \$500 and up
  - Noise Complaints – 1<sup>st</sup> offense – Warning, 2<sup>nd</sup> offense - \$100 and up
  - Damage to common areas - \$500 and cost of repairs
  - Revocation of TPOA access card due to repeated violations

We highly encourage all TPOA property Owners and guests to be good neighbors and be respectful to your neighbors. We do not want to be put in the position to severely restrict STR use in our Governing Documents, as some cities have had to do in Texas. We hope all owners agree that with these policies and guidelines so that we can all enjoy our community and be mindful of others. It is the singular responsibility of the property owner of the STR, to ensure your guests abide by these Policies and Guidelines. Some guests have no concern for the long-term atmosphere in the neighborhood. Please ensure that they do!

Any questions, comments, additions should be sent to your TPOA Board of Directors listed on our website: [www.thunderbirdpoint.com](http://www.thunderbirdpoint.com).



## **Pool, Parks, and Boat Ramp & Dock Rules**

### **Pool**

*The new Access card is required as of Monday, July 1st. Contact Treasure Denise Powell to pay your annual assessment and receive your access card.*

**"WARNING-NO LIFEGUARD ON DUTY" (Where no lifeguard required or provided.)**

**"NO DIVING" and International No Diving Symbol (Where no lifeguard required or provided.)**

**"IN CASE OF EMERGENCY, DIAL 911" (Address is 471 CR 2603, Pittsburg, TX 75686)**

**An EMERGENCY phone capable of only dialing 911 is installed.**

**Hours of Operation 08:00 AM to 10:00 PM daily (Closed Friday mornings for maintenance.)**

**Maximum User Load Limit 108 people**

**"PETS IN THE POOL ARE PROHIBITED"**

**"DO NOT SWIM IF YOU HAVE BEEN ILL WITH DIARRHEA WITHIN THE PAST 2 WEEKS"**

**"CHANGING DIAPERS WITHIN 6 FEET OF THE POOL IS PROHIBITED"**

**"GLASS ITEMS NOT ALLOWED IN THE POOL YARD"**

**"PERSONS UNDER THE AGE OF 14 MUST NOT BE IN THE POOL WITHOUT ADULT SUPERVISION"**

**"EXTENDED BREATH HOLDING ACTIVITIES ARE DANGEROUS AND PROHIBITED"**

**Additional TPOA Rules are:**

**NO Food, Animals, Smoking, Vaping, Profanity, Alcohol or Drugs.**

**Other concerns we have are as follows:**

- *The throwable ring buoys are for Emergency Use Only, they are not pool toys!*
- The TPOA community pool is an asset to us all. We need adults and parents to help us keep the facility clean and safe!

## **Parks and Lake Thunderbird**

NO Fires outside of designated cooking grills

NO motorized vehicles allowed on park grounds outside of designated parking areas, except for Personal Mobility Vehicles or vehicles used for maintenance

NO motorized boats allowed on Lake Thunderbird

## **BOAT RAMP and DOCK**

**Access card required to enter facility**

**Follow gate signage and allow gate to completely stop before proceeding**

The boat ramp is for active loading and unloading of boats and watercraft

Be prepared to launch and recover in a timely manner – Be considerate to others waiting

Keep kids and guests safe when launching and loading your trailer

Do not leave vehicles on the ramp road or block access of others – NO PARKING AREA

NO cooking or fires on the dock

Do not leave minnow buckets attached to the dock

No bottles or glass

## APPENDICIES

### THUNDERBIRD POINT OWNERS ASSOCIATION 471 County Road 2603, Pittsburg, TX 75686

Welcome to Thunderbird Point! On behalf of the Owners Association, we would like to welcome you to our neighborhood. Over the coming months we look forward to meeting you whether it be walking down the streets, at the pool, or a community activity.

A board of volunteer directors governs the operation of your Owners Association. The Board of Directors is elected by the community to oversee the daily functions and financial responsibilities of the Association. The Board of Directors is responsible for maintaining members' compliance with the established Covenants, Conditions, Restrictions and By-Laws. They have specific provisions regarding what can and cannot be done on your property and inside the community. Please, take the time to read through these Governing Documents. When you purchased your property you should have been provided a copy of these documents. If not, they may be readily found on our website: [www.thunderbirdpoint.com](http://www.thunderbirdpoint.com). You may also contact the TPOA Secretary.

All property owners are required to pay homeowner assessments. These assessments provide for the maintenance of association owned facilities. ***Currently the annual assessment is \$250 per year (FY2024-2025), \$300 per year (FY2025-2026), and subject to change, due on June 30<sup>th</sup>.*** If your annual assessment was included in the closing costs of your property, please keep a copy of your contract for verification. If not, please contact our Treasurer to arrange payment. Assessments must be current to use any of the facilities. Pool access cards may be obtained from the Treasurer. Please contact our Treasurer and provide the following information: your current physical address, mailing address, primary and secondary email addresses, and primary and secondary phone number for our records.

Our association meets annually on the 3<sup>rd</sup> Saturday in July at 10:00 a.m. in the TVFD Fire station. All assessments must be paid in full to attend and vote. The Board of Directors meets on the 3<sup>rd</sup> Saturday of each month at 8:00 a.m., except for November and December. Minutes of all meetings are posted on our website [www.thunderbirdpoint.com](http://www.thunderbirdpoint.com).

As a new homeowner, you may already have some ideas on how you'd like to improve your property. The Association has an Architectural Control Committee to help maintain the quality of our neighborhood. Its function is to evaluate the plans for all improvements, repairs and remodeling (such as decks, fences, and replacement roofs, etc.) to ensure compliance with all Covenants, Conditions, Restrictions and By-laws. The purpose of this review is to protect our environment and maintain the value of our property. All modifications to your property must be submitted to the Architectural Committee for approval before any work begins. If work is started without prior approval, the homeowner risks being cited for a violation and may be required to alter or remove the changes at significant additional cost.

All residents are reminded that the speed limit within our subdivision is 25 miles per hour. Please help us protect our children, bikers, pedestrians, etc. by obeying the speed limit.

We have built a caring community by facilitating strong friendships, educating our neighbors, and enhancing our neighborhood surroundings. We have many special activities during the year. The community website is updated frequently and is your single source for all information in our community. We invite you to join us at one of our meetings or special activities.

If you would like to serve our community by serving on the board of directors or on a committee, please contact the President or any member of the board of directors. Once again, welcome to our neighborhood.

Sincerely,

Your Board of Directors



**THUNDERBIRD POINT OWNERS ASSOCIATION**  
**471 County Road 2603, Pittsburg, TX 75686**

**OWNERS CONTACT INFORMATION**

**NAMES:**

**THUNDERBIRD POINT ADDRESS:**

**PRIMARY RESIDENTIAL ADDRESS:**

**MAILING ADDRESS (If Different):**

**LOT #'S (IF KNOWN):**

**PRIMARY PHONE #:**

**SECONDARY PHONE #:**

**PRIMARY EMAIL:**

**SECONDARY EMAIL:**

**Please either mail to our address listed above or EMAIL to our Secretary  
Debbie Thornton: [debbiet2607@gmail.com](mailto:debbiet2607@gmail.com)**

## OWNER / RENTER AGREEMENT

### RECEIPT AND ACKNOWLEDGEMENT OF TPOA Covenants, Conditions, Restrictions and By-Laws, Rules and Regulations of the Association

To be Returned to Address Below      Attn: Architectural Control Committee

1. Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Owner Address: \_\_\_\_\_

3. Renter: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Property: Address: \_\_\_\_\_

5. Homeowners Association:      THUNDERBIRD POINT OWNERS ASSOCIATION  
471 CR 2603      PITTSBURG, TX 75686

6. *The Renter has read and received a copy of the following: **TPOA Covenants, Conditions, Restrictions and By-Laws, Rules and Regulations of the Association. All Governing Documents are readily available on our website: [www.thunderbirdpoint.com](http://www.thunderbirdpoint.com).***

7. Lawn Maintenance is provided by      ☐ Owner    or    ☐ Renter

8. Trash Pickup is required and provided by      ☐ Owner    or    ☐ Renter

9. Renter agrees to abide by all TPOA Governing Documents.

\_\_\_\_\_  
Owner's / Printed Name

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renter's / Printed Name

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

## APPLICATION FOR APPROVAL OF PLANS FOR RESIDENTIAL DWELLING BY ARCHITECTURAL CONTROL COMMITTEE (ACC)

**Phone:** \_\_\_\_\_

**APPLICATION FOR APPROVAL OF PLANS FOR MOBILE HOME DWELLING  
BY ARCHITECTURAL CONTROL COMMITTEE (ACC)**

Name of Applicant: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Date: \_\_\_\_\_  
Phone: \_\_\_\_\_

.....  
Application is hereby made for approval of the photographs attached for placing the below described mobile home on Sec 1 Lot(s) \_\_\_\_\_. Thunderbird Point Subdivision.

Manufacturer \_\_\_\_\_ Mfg. Date \_\_\_\_\_ Size \_\_\_\_\_

Model Name or Number \_\_\_\_\_ Condition \_\_\_\_\_

1. An Application For Approval Of Plans For Mobile Home is required and must be submitted for approval by the Architectural Control Committee.
2. Applicant agrees that the mobile home and any construction incidental to installation shall be according to all Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations, and any applicable Appendices.
3. Unimproved lot(s) must be made ready **BEFORE** Mobile Home placement. All cleared debris must be removed prior to installation.
4. No mobile home may be occupied until there is a legal and functioning septic system.
5. Mobile homes must be at least 720 square feet of interior space.
6. Applicant agrees to have the mobile home underpinned with acceptable skirting material within 90 (ninety) days of placement on the property.
7. Applicant acknowledges the set back requirements for any building or the mobile home per Article VII Section 7.3C – Lot Easements.
8. Mobile home must not be more than 7 (seven) years old from date of manufacture to date of installation on a lot(s).
9. Mobile home must be in good repair, no loose siding, trim in place, doors in good working condition, and recent paint if required.
10. Photographs must accurately portray the actual and current appearance of the mobile home.
11. Mobile home will be inspected upon arrival and will be subject to removal, at the owners' expense if in non-compliance.
12. Photo of serial number plate must be submitted with application.
13. Photocopy of Certificate of Title with serial number must be submitted with application.

**MOBILE HOME MUST MEET ALL THE ABOVE REQUIREMENTS BEFORE  
APPROVAL WILL BE GRANTED**

\_\_\_\_\_  
Signature of applicant

\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Signature of ACC Member

\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Signature of ACC Member

\_\_\_\_\_  
Date

.....  
Date Mobile Home Moved In \_\_\_\_\_

Serial #Verified \_\_\_\_\_

Final Acceptance: \_\_\_\_\_  
Signature of ACC Member

\_\_\_\_\_  
Date

Execute 2 copies: 1 to applicant 1 to ACC files



# FINES

**By action of the TPOA Board of Directors with an affirmative vote on May 18<sup>th</sup>, 2024, and in accordance with Texas House Bill No. 614, Section 209.0061 (effective January 1, 2024), the TPOA Board of Directors has approved the following Fine Schedule for violations of TPOA Covenants, Conditions and Restrictions dated and recorded July 19<sup>th</sup>, 2021, and any other Governing Documents.**

## **TPOA Policy on Fines**

Property owners with CCR violations will receive a courtesy 30-Day letter from the TPOA Architectural Control Committee (ACC) reminding them of the CCR's along with a description of their violation(s). In addition, property owners will be asked to rectify the specific violation(s) by a specified date.

Property owners who do **not** rectify violations, per the specific date on the 30-Day letter, will receive a second **certified** 10-Day letter requesting rectification of their violation(s). The certified letter will provide the following information:

- Property owners will be instructed to rectify violation(s) by 10 days of the date of the certified letter.
- For each CCR violation not rectified per the instructions on the certified letter, a fine will be levied against the property for outstanding violation(s).

***ALL property owners have the right to request a hearing with the Board of Directions in accordance with ARTICLE IX, MATTERS FOR MEDIATION AND ARBITRATION of the CCR's.***

Property owners who fail to correct their property violation(s) will receive a third and final letter from the TPOA with the following information:

- A fine as specified in the Schedule of Fines or as required on a case-by-case basis.
- All monetary fines will be billed to the owner's account and will be payable by the owner to TPOA within 30 days of the third and final letter.
- All penalties shall be cumulative, but the total amount fined will not exceed \$1,200.00 during the six (6) month period following the first Fine notification. If the violation(s) continues for more than six (6) months or reoccurs after the end of the six (6) month period, such violation shall be subject to an additional \$1,200.00 cap for each subsequent six (6) month period.

*Non-Exclusive Remedies.* *The imposition of the monetary penalties provided herein shall not be construed to be an exclusive remedy, and shall be in addition to all other rights and remedies to which the TPOA may otherwise be entitled, including, without limitation, the filing of an Affidavit of Non-Compliance in the Real Property Records of Camp County, Texas, and/or the initiation of legal proceedings seeking injunctive relief and/or damages, attorney's fees, costs of court and all other remedies, at law or in equity, to which the TPOA may be entitled.*

*Violation by Resident, Tenant, or Agent.* A violation by a resident, tenant, guest, or agent of the owner shall be treated as a violation of the owner of the property. If the resident is someone other than the owner, then both the resident and the owner will be penalized. All monetary penalties shall be billed to the owner and, if applicable, the resident.

**Schedule of Fines** – (Examples of common violations but not inclusive.)

#### **VIOLATION(S) DUE TO LACK OF EXTERIOR MAINTENANCE**

Initial Fine: Minimum of \$200.00 with 30 days to cure the violation. An additional fine of \$200.00 per month for every month of non-compliance after notice has been given.

#### **VIOLATION(S) DUE TO SANITATION, DUMPING, AND BURNING OF GARBAGE**

Initial Fine: Minimum of \$200.00 with 7 days to cure the violation. An additional fine of \$200.00 per week for every week of non-compliance after notice has been given.

#### **FAILURE TO GAIN APPROVAL FROM THE ACC FOR ANY PROPERTY / LOT IMPROVEMENTS**

Initial Fine: Minimum of \$200.00 with 14 days to cure the violation. An additional fine of \$200.00 per month for every month of non-compliance after notice has been given.

#### **FAILURE TO FOLLOW ACC APPROVED PLANS FOR A PROJECT**

Initial Fine: Minimum of \$200.00 with 14 days to cure the violation. An additional fine of \$200.00 per month for every month of non-compliance after notice has been given.

#### **FAILURE TO PREVENT ROAMING AND OR DANGEROUS DOGS**

Initial Fine: Minimum of \$200.00 with 14 days to cure the violation. An additional fine of \$200.00 per month for every month of non-compliance after notice has been given.

#### **VIOLATION(S) DUE TO INOPERATIVE VEHICLES**

Initial Fine: Minimum of \$200.00 with 7 days to cure the violation. An additional fine of \$200.00 per week for every week of non-compliance after notice has been given.