

WELCOME

TO

THUNDERBIRD SHORES

The Officers and Board Members of the Thunderbird Shores Property Owners Association would like to welcome you to the neighborhood!

Following are helpful phone numbers, useful information, and answers to frequently asked questions. If there is any additional information that you need, or questions that haven't been answered, please feel free to contact any of the **Property Owners Association (POA)** Board Members or Officers, a list of their names and phone numbers is enclosed in this packet. We know you will enjoy your new home and hope that you will take an active part in your community.

Frequently Asked Questions:

Where do I get a key to the Park and Boat Ramp? Contact thunderbirdshores@gmail.com or **leave a message at: 903-257-5950** to make arrangements to purchase a key **on the first Saturday of the Month**. The keys are \$25 each; your annual POA Dues **must be current** in order to purchase a key.

How often does the POA meet? Community meetings are held on the third Saturday in April and September. The meetings usually last about an hour. Notices posted on the bulletin board at the entrance to Thunderbird Shores, boat ramp, and park as well as on our Facebook and Website.

How much are the POA dues, and when do I pay them? Dues are \$75 per year, per lot. Statements are mailed in January and are **due by March 31st**.

How can I become more involved in the POA? We are always looking for new energy and fresh ideas to help make our community better. We encourage you and your family to become actively involved by attending the semi-annual meetings and volunteering to serve on committees. If you are interested, please contact the Board at thunderbirdshores@gmail.com.

What do I do if I have a suggestion before the semi-annual POA Meeting? By all means contact please email us at thunderbirdshores@gmail.com. We will be glad to discuss any ideas or concerns that you have, and how we can work together to better the situation.

What does the POA actually do, and how are the dues spent?

The Property Owners Association works hard to keep our community clean and safe. Your annual dues are spent to keep the community park mowed and in good repair, to maintain the boat ramp, electricity, trash collection at the park and boat ramp, annual property taxes and insurance.

Enclosed for your use and information are the following:

1. A list of the Officers and Board of Directors.
2. A list of the scheduled meetings of the POA
3. A copy of the POA By-Laws,
4. A copy of Thunderbird Shores Restrictions,

Should you have any questions that we haven't covered, please feel free to call one of us, and again

WELCOME TO THE NEIGHBORHOOD!!

THUNDERBIRD SHORES POA – OFFICERS AND BOARD MEMBERS

POA Contact Information:

Phone: 903-257-5950

eMail: thunderbirdshores@gmail.com

Website: <https://thunderbirdshorespoa.com>

Facebook: <https://www.facebook.com/groups/493691584333532>

AAC Email: thunderbirdshoresACC@gmail.com

Board Members/Officers:

Lisa Waite – President

Lynn Giordano – Vice President

Natalie Bentley – Secretary

Dan Boyle – Treasurer

Board Members:

Hilda Page

Open Position

Non Board Members/Architectural Control Committee (AAC)

CONTACT: thunderbirdshoresACC@gmail.com

Danny Cirksena

Melissa Wilkins

JW Ney

Nancy Creek

SCHEDULE OF EVENTS:

Board Meetings – Third Saturday of the month or “as needed”

Property Owners Meetings – Third Saturday in April and September at the Park

Other non-scheduled events will be posted on the bulletin board at the entrance to Thunderbird Shores and on the Thunderbird Shores Homeowner’s Association Facebook page and Website.

THINGS YOU SHOULD KNOW:

All pets must be kept on a leash or in a fenced yard.

There is a Public Nuisance Law that is being enforced in our community. The main points of the Law prohibit any vehicles to be in plain site of the street that do not have current registration and inspection stickers. This includes boats. Trash will not be allowed to accumulate in plain site of the street, and grass must not be more than 12 inches high. Any structure must be of sound construction and maintenance, and not constitute a fire hazard. Full details of this Law are available. Citations are given to property owners by the County Fire Marshal's Department for violations.

**BY-LAWS OF THE
THUNDERBIRD SHORES OWNERS ASSOCIATION
As Amended February 11, 2006**

**ARTICLE ONE:
NAME**

Section 1. This Subdivision shall hereinafter be known as “**THUNDERBIRD SHORES SUBDIVISION**” and shall be managed by the Association hereinafter known as “**THUNDERBIRD SHORES OWNERS ASSOCIATIONS**”, A TEXAS NON-PROFIT CORPORATION.

**ARTICLE TWO:
MEMBERSHIP**

Section 1. Each owner of one or more lots in Thunderbird Shores Subdivision is a member of Thunderbird Shores Owners Association and shall pay an assessment of *\$75.00 per lot per year* as set forth in the restrictions of record in respect to Thunderbird Shores Subdivision. Anyone renting property in the Association is not eligible to become members. The owner of such property is responsible for the renter and the renter will be considered a guest of the owner by the Association.

Section 2. Each member shall have the right to use all of the **Association’s facilities**, including the **boat ramp, park, and recreational area** along with their guests, as long as the guests are accompanied by the member of the Association and conduct themselves in an orderly manner. No member who is in arrears for more than 30 days in respect to the *\$75.00 per lot per year* assessments set forth in the restrictions of record in respect to accounts of the Association, shall be eligible to use any of the Association’s facilities. Upon the termination of member for any cause, whether by resignation, death, or otherwise, all the rights and interest of the member in the privileges, rights, properties, funds, or assets of the Association shall cease, ipso facto.

Section 3. There shall be **no initiation fee** in the Association.

**ARTICLE THREE:
OFFICERS**

Section 1. The officers of the Association shall be a President, a Vice-President, and a Secretary/Treasurer elected by a majority of the membership eligible to vote at the annual meeting of Thunderbird Shores Owners Association. The officers must be members of Thunderbird Shores Owners Association and are considered to be members of the Board of Directors.

Section 2. **The President** shall be the chief executive officer of Thunderbird Shores Owners Association and is under the direction of the collective Board of Directors. The duties of the President are: The President shall attend the meetings of the Board of Directors and preside over the meetings of the membership, and such other duties as are deemed necessary.

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

Section 4. The Secretary/*Treasurer* shall keep, or cause to be kept, the minutes of all meetings and a complete list of all members and their addresses, shall give notices required therein, and shall perform all duties required of a Secretary with the assistance of the Board of Directors and Officers. The Secretary/*Treasurer* shall work closely with the other Officers and Board of Directors of the Association in collection of all fees, dues, and charges, and the handling and disbursing of all money, and shall be responsible for the proper accounting of the Association's financial affairs and the preparing of proper reports as may be specified by the Board of Directors and Officers.

Section 5. The Officers shall be entitled to vote on any issue regarding the business of the Association.

ARTICLE FOUR: BOARD OF DIRECTORS

Section 1. The Board of Directors shall consist of five members of Thunderbird Shores Owners Association and the officers. The term of office shall be three (3) years, and shall be on a rotating basis. Any member of the Board of Directors may succeed himself in office. Members of the Board of Directors must be members of the Association.

Section 2. The Board of Directors shall carry out the affairs and management of the Association as provided by the By-Laws and Restrictions. The Board of Directors shall have full power to carry out the purposes of the Association and to do any and all lawful acts of the Association.

Section 3. The Members of the Board of Directors shall be elected at the annual meeting of the Association by a majority of the membership present who are entitled to vote.

Section 4. Meetings of the Board of Directors may be held at any time and any place they deem to meet.

Section 5. The Board of Directors shall not receive a salary for serving on the Board, but shall be reimbursed for expenses, with proper receipt for same, incurred in operating the Association.

ARTICLE FIVE: COMMITTEES

Section 1. The Board of Directors may appoint such **committees** from time to time, and delegate to such committees such duties as they may deem proper.

Section 2. A **Nominating Committee** shall be appointed by the Board of Directors as necessary to bring to the membership names of eligible members to serve on the Board of Directors to be elected to serve in the capacities which will be vacated.

ARTICLE SIX: MEETINGS

Section 1. Semi-annual meetings shall be held the second Saturday, weather permitting, during the months of April and September each year of the membership of Thunderbird Shores Owners Association. The meeting shall be held at such a place determined by the Board of Directors of the Association.

Section 2. Meetings of the membership may be called by the majority of the Board of Directors at any time they may deem necessary.

Section 3. Board meetings shall be held the Second Saturday of each month beginning in January and ending in October. Special meeting may be called at any time deemed necessary. A quorum shall be established when there are a minimum of five (5) members present, these members shall be Board of Director members, or Officers of the Association.

Section 4. The vote of the majority of the membership eligible to vote who are present at a meeting shall decide any question brought before such meeting.

Section 5. Each member of the Association owning one or more lots shall be eligible to cast one vote if present at any meeting.

Section 6. A written notice of at least 30 days shall be given to the membership prior to the semiannual meetings. A written notice of at least 10 days shall be given to the membership prior to a called meeting.

Section 7. ROBERT'S RULES OF ORDER shall be used in all matters for parliamentary procedure.

ARTICLE SEVEN: MISCELLANEOUS

Section 1. Each lot shall be **mowed at least twice each year or when the height is no more than twelve inches (12")**. The first mowing shall be made prior to the last day of May each year, and the second mowing shall be prior to the last day of October of each year, weather permitting. Any owner who mows their own lot or lots must have them mowed by the last day of May and October, or as necessary. If the owner does not mow or have mowed their own property, **Thunderbird Shores Owners Association shall have the right to have the lots mowed and the owners will be billed the amount as directed by the Board of Directors.** This amount will vary according to the current price being charged at the time. The Board of Directors shall obtain at least three bids for the mowings and shall, at their discretion, choose the best bid for the Association.

Section 2. The Association shall have the right to file a lien on the property of any member in arrears more than three (3) years at a given time or any other account of the Association. The lien shall be in effect until all monies are paid to the Association, along with any legal fees and filing fees which may be incurred in the process.

Section 3. These By-Laws or any part thereof may be amended, modified, or repealed only by the majority of the eligible voting members of the Board of Directors.

Section 4. Effective August 28, 2021 a Transfer Fee equal to **\$50** per lot shall be assessed at such time the property is sold to cover the cost of updating the Association's files. This Fee shall be collected and disbursed by the Title Company handling said sale.

THUNDERBIRD SHORES SUBDIVISION RESTRICTIONS

As Amended January 8, 2005

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots in this Subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

The undersigned, the Architectural Control Committee, and the Officers and Members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequences of its enactment and enforcement of, or failure to enact or enforce minimum standards for, any improvement, and no act or omission shall be construed to impose any liability upon the undersigned, said Architectural Control Committee, or the Officers and Members thereof for damages which any grantee may sustain.

2. Subject to the provisions of numbered paragraph 10 hereof, all lots are restricted to use for single family residential purposes only and no building shall be erected or maintained on any residential lot in said Subdivision other than a private residence, a private boathouse, and a private garage for the sole use of the owner or occupant.
3. Subject to the provisions of numbered paragraphs 9 and 10 hereof, and to the last sentence of this paragraph 3, no existing building or structure of any kind and no part of an existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction must be of new material, except stone, brick or other materials used for antique decorative effect, if such use is approved in writing by the Architectural Control Committee. All buildings other than boathouses or residences erected on piers elevating the building at least five feet above ground level shall be completely underpinned, with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage direct, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee. An existing building may be placed on a lot only if it and its plans have been approved by the Architectural Control Committee, and if it has been recently constructed of new materials and has never been placed in use, and if it otherwise meets all of the requirements of these restrictions.
4. No building exceeding two stories in height shall be erected on any lot, and each residence, subject to paragraph 9 hereof, shall have a minimum floor area as shown below, exclusive of porches, stoops, open or closed carports, patios or garages:

700 square feet on lots numbered 26 through 58, and 311 through 333

550 square feet on all other lots.

5. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications, including specifications of all exterior materials and a plan showing the proposed location of the structure, have been submitted and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.
6. No fence shall be permitted to extend nearer to the street or the rear and front lot lines than the minimum setback line hereinafter provided in paragraph 7 with respect to buildings.
7. No building shall be located nearer to the side street line than ten feet (10') or nearer to the side lot line than five feet (5') or nearer the rear lot line than six feet (6'). "Side lot line" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lot to the extent it has been grouped to alter these minimum setback requirements. No building shall be located nearer to the front lot line than twenty feet (20').
8. No animals or birds, other than household pets, shall be kept on any lot.
9. No outbuilding or garage, other than a boathouse, shall be erected on any lot before a residence is constructed thereon, and no outbuilding, boathouse, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. On lots numbered 1 through 75 and 87 through 333 mobile homes and structures or buildings adjacent or supplemental thereto may be placed and used upon any such lots only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee, and said Committee may, as conditions to its said approval, make any requirement which in its judgment is deemed proper, including the following requirements:
 - (a) that the mobile home be of late model, at least ten (10') feet in width, contain at least 400 square feet of area, in good repair and of attractive design and appearance, and underpinned within *thirty (30)* days, with material approved by the Architectural Control Committee,
 - (b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by commercial manufacturers; otherwise no mobile home shall be placed on any lot except that on any lot on which a residence has been constructed, No trailer shall be occupied or used as a temporary or permanent residence while parked on said lot except during construction of a dwelling thereon, and
 - (c) water and sewer service must be connected or an approved septic tank must be installed prior to occupancy. Nothing in this paragraph prohibits the construction of a residence on lots referred to above in this paragraph provided paragraphs 3 and 4 are complied with. The existing house located on lot 84 shall be deemed exempt from the provisions of paragraphs 3, 4, and 5 hereof.

10. Easements are reserved along and within six feet (6') of the rear lines (except for those rear lines coinciding with Tarrant County Water Control and Improvement District No. 1 boundary line of Cedar Creek Lake), and within five feet (5') of the front lines and side lines, of all lots in this Subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such line, with right of ingress to and egress from across said premises to employees of such utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the next preceding sentence has commenced along any respective lot, "side lines of all lots" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lots is at least fifty feet (50') at the widest portion thereof.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots in this Subdivision.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, mobile home demonstrations and sales lots, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 6, and 7 hereof shall not apply thereto. The undersigned reserves the right to remove sales office from said Subdivision.

11. No outside toilet or privy shall be erected or maintained in the Subdivision. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of Henderson County and the State of Texas. No septic tank or lateral line will be placed within ten feet (10') of any rear lot line or water line installed in any utility easement.

12. Subject to the provisions of the last two sentences of this paragraph, as to each lot in this Subdivision, an assessment is hereby made of (i) *\$75.00 per year* per lot, the owner of which owns only one lot in said Subdivision, and (ii) a pro-rata amount per lot in said Subdivision in respect to *fractions of* lots of which two or more are owned by the same person but not to exceed *\$75.00 per year, per lot*, as to the total of all lots, owned by one owner in said Subdivision for the maintenance and construction of playgrounds, parks, road and other improvements in Thunderbird Shores Subdivision; "owner" as used in this sentence shall include also a purchaser from the undersigned of a lot. The assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as sellers to a purchaser or of the conveyance by the undersigned as grantors. Such assessment shall be and is hereby secured by a lien on each lot in this Subdivision, respectively, and shall be payable to Thunderbird Shores Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on June 30th of each year

commencing in 1970, at which date in the year 1970 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until June 30th of each such year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Said assessment shall not accrue in respect to any lot during such time as the owner (or any person as purchaser from the undersigned under a contract to purchase then in force) of such lot, after having made written application for membership in said Thunderbird Shores Owners Association, is refused membership (or having been admitted is involuntarily expelled from membership) in said Association, it being understood that said playground, park and recreational areas are for the sole use and benefits of the members of said Association and their families. Commencing on the last Friday in April, 1972, the undersigned shall not be eligible for membership in said Thunderbird Shores Owners Association; no assessment shall be made against the undersigned at any time; assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such time as a contract to purchase said lots from the undersigned is then in force.

13. Any building, structure or improvement, commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, or other debris. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.
14. No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all provisions of these Subdivision restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, their successors and assigns.
15. If the owner of any lot in said Subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation, or both.
16. Invalidation of any one or more of these covenants and restrictions by judgment of any Court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

THUNDERBIRD SHORES OWNERS ASSOCIATION

Architectural Control Committee Information

Following is a brief summary of the deed restrictions for Thunderbird Shores Property owners:

** As stated in the deed restrictions, mobile homes moved into the subdivision must be of late model and neat in appearance. The Architectural Control Committee interprets this to mean **within five years** of the current year. Pictures of the exterior must be provided to the (ACC) and approval must be granted before moving in the mobile home. Any mobile home currently in the subdivision which does not meet the deed restrictions may not be moved on to any other lot in the subdivision.

** All easements must be observed. Easements are reserved along and within 6' of the rear lot line, within 5' of the side lines and 20' from the front lines. No permanent structure may be placed in easements.

** All lots are restricted to use for single family residential purpose only. No trailer (RV) shall be occupied or used as a temporary or permanent residence while parked on said lot except during construction.

** No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until copies of the construction plans and specifications have been submitted to, and approved by, the ACC.

A complete copy of the Deed Restrictions can be provided upon request. Any questions should be directed to the ACC.

Architectural Control Committee (ACC)
Thunderbird Shores POA