

THUNDERBIRD BAY OWNER'S RESTRICTIONS AND BYLAWS

**THUNDERBIRD BAY OWNER'S ASSOCIATION
4180 IROQUOIS
MAY, TEXAS 76857
A TEXAS NON-PROFIT PRIVATE CLUB**

PURPOSE OF DOCUMENT: To replace the recording of the Declaration, Bylaws, Conditions, and Restrictions previously recorded in 2022, Instrument Number 2207215, Pages 1 – 13.

PURPOSE OF ASSOCIATION: To own, manage, and maintain the Common Areas and Properties of the Association.

TERM OF THIS DOCUMENT: The following restrictions and covenants run with and bind the land and all persons owning any of said lots or any part or parcel thereof for a period of fifteen (15) years following the date these restrictions are recorded, after which time the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years.

OWNER'S RESPONSIBILITY: All present or future owners, tenants, future tenants of any lot, or any other person who might use in any manner the Common Areas or any Facilities or Property of the Association are subject to all provisions and regulations set forth in the Bylaws. Acquiring, Leasing, or Rental of any lot or the act of occupancy of a lot will signify that these Bylaws are accepted, approved, ratified and will be complied with. Owners in violation of any of the restrictions or Bylaws will receive a notice of the violation by certified mail. Owners will be given a chance to appeal the Board's decision at the monthly scheduled Board of Directors meeting. Violations not corrected within a reasonable amount of time will subject the owner to legal enforcement action by the Board of Directors through the County Justice of the Peace Court. (Amended – August 18, 2018 Annual Meeting)

MEMBERSHIP

MEMBERSHIP: Texas Property Code Chapter 209 states: "Residential subdivisions, planned unit development in which all land has been divided into two or more parts and is subject to restrictions that require membership in a property owner's association that has authority to impose regular or special assessments on the property in the subdivision." Any person on becoming an owner of a lot shall automatically become a member of this Association and be subject to the Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a lot, Membership shall be evidenced by a card or certificate authorized by the Board of Directors.

TERMINATION OF MEMBERSHIP: Upon the termination of membership for any cause, whether by death or sale of property, all the rights and interests of the member in the privileges, right, properties, fund or assets of the Association shall cease ipso facto.

VOTING: There shall be one vote for each full set of dues and assessments. Co-owners or joint tenants may only exercise one vote for each set of dues and assessments owed. Each membership held by other than a single individual, that is, a

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membership held by two or more persons, corporation, firm or partnership, shall only be allowed one vote per set of dues and assessments.

GUESTS: All members in good standing, their family, and guests shall have the right to use all of the Association's facilities, including the swimming pool, parks, recreation areas, boat docks, boat ramps 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 and modified by a majority vote of the Board of Directors, such as limits to the number of guest and enforcement of pool capacity limits.

EXCEPTION: Members, their family members, and guests of owners not in good standing (not having paid dues and assessments), are restricted from all association facilities. Members not in good standing cannot be guests of members in good standing.

MEMBERSHIP QUORUM: Except as otherwise provided in these Bylaws, the presence in person, by proxy, or count of absentee ballots of the owners shall constitute a quorum. An affirmative vote of a majority of the members either in person, proxy, or by Absentee Ballot shall be required to transact all business.

PROXIES: Votes may be cast by written verifiable proxy. Only one (1) proxy per property is allowed and to be valid, it must be signed by the owner of record and include their Section and Lot number along with their current mailing address and phone number. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting.

ABSENTEE BALLOTS: Absentee Ballots will be sent to the current address on file for each owner of property prior to the Annual Meeting. Absentee Ballots will include known items or amendments that will come before the membership at the Annual Meeting. Absentee Ballots will include any open positions for a Board of Director. The Nominating Committee will seek Members to fill any open Board position and include the name(s) on the Absentee Ballots. Members will have a place on the Absentee Ballot to write in a candidate of their choice. Absentee Ballots shall be returned to the Association ten (10) days prior to the Annual Meeting to be counted.

MEETINGS

MEETING NOTICE: All meetings are open meetings. A notice of all meetings must be given by the Association either by posting in a place common for such notices or by mail, email or website posting. An agenda for the Monthly Board meeting will be posted on the Association's Office door with the Agenda no later than 144 hours prior to the scheduled meeting.

MEETING DATE: The monthly Board meetings shall be held the third Tuesday of each month. The Annual Meeting of owners shall be held the third Saturday in August of each year.

MEETING PLACE & TIME: The monthly Board meetings shall be held in the Thunderbird Bay Office at 11:30 AM. The Annual Meeting shall be held at the American Legion at 10:00 AM. All meetings shall be held at such other time or place as may be determined by the Board of Directors with proper notice given to the members.

SPECIAL MEETINGS OR ELECTIONS: Special Meetings or Special Elections may be called by the President or by a majority of the Board of Directors at any time with proper notice given to the membership.

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ELECTION OF OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, Secretary, and a Treasurer. The President is the chief executive officer and shall preside over meetings of the Board and members. Officers shall be elected by the Board within a reasonable time after the Annual meeting of the members. Officers shall hold office for one year or until the duly elected successor is qualified and elected.

BOARD OF DIRECTORS

BOARD OF DIRECTORS: The affairs and management of the Association shall be conducted by a Board of Directors, elected by a majority of the members of the Association at the Annual Meeting either in person, proxy, or Absentee Ballot.

BOARD MEMBERS: The Board of Directors shall consist of five members and shall serve a term of three years and thereafter until their successors have qualified and are elected. Directors may succeed themselves and serve only two consecutive terms unless there are no other nominees for the position or as many non-consecutive terms as he may be elected. The term of the Board of Directors shall be staggered so no more than two directors shall be elected at one time. All Board members are required to be Property Owners in the Association. Board members must be current with dues and not in violation of the bylaws or property restrictions of the subdivision. Board members will attend meetings and assist with daily activities of the association. (Amended August 20, 2022)

BOARD POWERS AND DUTIES: The Board of Directors shall have the powers and authority necessary for the administration of the affairs of the Association and for the operation and the maintenance of the properties. The Board of Directors have the duty of Administration, Maintenance of Common Areas, Budget, Contract Negotiations, Liens, Bank Account functions, Books and Records, Meetings, Personnel, and all things necessary and proper. The Board of Directors may not do anything prohibited by law.

NO WAIVER OF RIGHTS: The omission or failure of the Association to enforce the covenants, conditions, restrictions, easements, use limitations, obligations or other provisions of the Bylaws or Restrictions thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors or the Management shall have the right to enforce the same thereafter.

BOARD VACANCY: A vacancy created in the Board of Directors for any reason will be filled by a majority vote of the remaining Board of Directors. Each person so elected shall be a Director until the term of the vacated Director is completed and a successor is elected at the next Annual Meeting of the Association.

DIRECTORS ORGANIZATION: The organizational meeting of a newly elected Board of Directors shall be held immediately following the annual members meeting to elect officers, and no notice shall be necessary by the newly elected Directors in order legally to constitute such meeting, providing a majority of the Board shall be present.

SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President, Vice Presidents, Secretary or another Director, with notice to each Director, given personally, by mail, or telephone, stating the time, place, and purpose of the meeting.

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BOARD QUORUM: At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall decide any business before the Board.

BOARD COMPENSATION: The Association is not organized for profit. No member of the Board of Directors or any Committee Member shall receive compensation for acting as such. Board of Directors shall be reimbursed for any direct expenses that were previously authorized by a majority of the Board of Directors; incurred by them in the performance of Association Business.

FISCAL MANAGEMENT

FISCAL YEAR: The fiscal year of the Association will begin July 1 each year thru June 30 of the following year.

DUES: Beginning with the 2024-2025 fiscal year, the dues assessment will be \$175.00. Dues will be collected annually prior to June 30th. The past-due date is July 1 of each year. Monthly prepayment of dues is acceptable to the Association. Changes in the amount of dues owed must be approved by a majority vote of the Board of Directors and a majority vote of those members in attendance at the annual meeting in person or by duly executed proxy or absentee ballot. (Amended – August 19, 2023 Annual Meeting)

ROAD ASSESSMENT: For the current fiscal year, and continuing until a majority vote of the Board of Directors and a majority vote of those members in attendance at the annual meeting, in person or by duly executed proxy or absentee ballot, all property owners are assessed a road maintenance fee of \$60.00 for each complete set of dues paid. (Amended – August 18, 2018 Annual Meeting)

EXTRA LOT ASSESSMENT: For the current fiscal year, any owner owning more than two lots, attached and or unattached to the members livable residence shall be required to pay an additional assessment of \$30.00 for each additional lot over two. Changes in the amount of Extra Lot Assessments owed must be approved by a majority vote of the Board of Directors and a majority vote of those members in attendance at the annual meeting in person or by duly executed proxy or absentee ballot

MULTIPLE PROPERTY OWNERSHIP: Members that have more than one livable residence shall be required to pay a complete set of dues and assessments for each additional livable residence. The definition of a "livable residence" is: A property with a Board approved livable structure.

SPECIAL ASSESSMENTS: The Board of Directors majority approval and a majority of the members voting at the meeting in person, by proxy, or by Absentee Ballot, may adopt Special Assessments for the operation of the Association, which may be collected in the same manner as provided in the Declaration, including Lien rights.

LATE NOTICES AND CHARGES: Late charges will accrue effective July 1 of each year on dues and assessments not paid at that time. Late notices will be sent by Certified mail to the address on file prior to taking legal action against any property owner. Legal action can include small claims filed with the court, judgments and liens on said property could bring action by law to foreclose on the property. Late charges will accrue at a rate of \$25.00 per month for accounts past due unless an

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Alternative Payment Plan has been accepted by a majority vote of the Board of Directors. The property owner may be assessed legal fees (including certified letter charges) and court costs. (Amended – August 19, 2017 Annual Meeting)

ALTERNATIVE PAYMENT PLAN: The payment plan offered is three months for delinquent dues and assessments. The payment plan is not offered to owners that have entered into a payment plan within the last two years and defaulted on that plan. Any extension over the three month period requires majority vote of the Board of Directors approval and will be at their sole discretion.

BUDGET ACCOUNTS: The funds and expenditures of the members by and through the Association shall be credited and charged to budget accounts and amounts as approved by the membership at the Annual Meeting. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements belonging to the Association. Expenditures outside the Budget will require approval by a majority of the Board members.

OBLIGATIONS OF OWNERS

GENERAL: All Association amenities are for the sole use and benefit of members, their family, and guests. All lots shall be utilized for private purposes only, except lots designated for Commercial use. Each owner shall comply strictly with the provisions of the recorded Bylaws and amendments thereto. Property owners are responsible and liable for non-owner guests complying with these Bylaws.

ASSESSMENTS: All owners shall be obligated to pay the annual dues and special assessments approved by the membership. The dues and assessments shall be due and payable prior to July 1st of each year.

JUDGEMENT LIEN: The obligations of each owner to pay assessments shall be secured by a Judgement Lien on the property in favor of the Association and such obligation shall survive any sale thereof. Said assessment contractual lien shall be junior and subordinated to any lien which may be placed on any lot as security of interim construction loan or any purchase money loan for any lot on which a dwelling or building complying with these Restrictions has therefore been constructed.

POOL RULES: NO LIFEGUARD IS ON DUTY! All members and guests agree to swim at their own risk. Pool rules are posted for the safety and enjoyment of all owners and guests. No alcohol, food, candy, or drinks, are allowed inside the fenced pool area. No tobacco use of any kind is allowed inside the fenced pool area. Violators will be asked to leave immediately.

PETS OR FARM ANIMALS: Effective immediately - All dogs must remain in a fenced area on owner's property and on a leash at all times on Association property. Owners in violation will receive a written warning for the first offense. For subsequent offenses, there will be a fine starting at \$100.00 per dog and increasing by increments of \$50.00 for each future offense. No vicious or aggressive dogs are allowed and no animal which has bitten, scratched, or otherwise attacked any person or another animal will be allowed to remain in the subdivision. No animal that is prone to loud, unusual, or prolonged

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barking or howling, disturbing the peace and quiet of any neighbor or occupant will be allowed to remain in the Subdivision. No farm type animals shall be raised or allowed in Thunderbird Bay Subdivision. (Amended – August 19, 2023 Annual Meeting)

FIREWORKS: Fireworks will be permitted in Thunderbird Bay Owner's Association if Brown County does not have a Burn Ban or a ban of fireworks. Owners will be personally responsible for any action or damage caused by their use of fireworks.

ATV'S, GOLF CARTS, ETC.: All owners or guests using, ATV's, golf carts, go carts, motorcycles, or any licensed or unlicensed vehicle are required to obey all posted traffic signs and will be responsible for any accidents caused by the driver. The Association will have no liability or responsibility to remedy any such violations or accidents.

PROPERTY RESTRICTIONS

1. All construction of any kind requires a Building or Move-In Permit available at the Association Office. Two copies must be submitted showing the location, material specifications, and details of the location of the structure on the lot. No used building or structure shall be built on or moved onto any lot without prior written approval. The Building Permit will expire in 8 months unless written approval for an extension is granted by the Board in writing. A building or move-in permit will not be approved if the property owner is not in compliance with dues or property restrictions. (Amended – August 17, 2019)
2. No building shall be erected or maintained on any lot in said subdivision other than a private residence, a private boathouse, a private storage building, or a private garage for the sole use of the owners or occupants.
3. No building exceeding two stories in height shall be erected on any lot.
4. Each residential building shall have a minimum floor space of 720 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.
5. The County requests all lots with a driveway to have the county 911 numbers displayed for first responders. The numbers should be 3" or more in height, and preferably reflective.
6. Any property partially damaged by fire or storm must be repaired or removed within a reasonable amount of time as determined by the board. Any property that is uninhabitable or considered a nuisance – nuisance property is defined as a condition that substantially interferes with the use and enjoyment of other property owners. It can affect the health, safety and comfort of others. This property must be cleaned up within a reasonable amount of time as determined by the board. (Amended August 17, 2019)
7. No lots or any portion of any lot shall be used for dumping litter, rubbish, debris, trash, or sewage. Areas shall be mowed and growth shall not be allowed to exceed nine (9) inches in height. No unsanitary condition shall be allowed to exist on any lot.
8. There shall be no more than two (2) street legal vehicles per adult family member per livable residence. No inoperative vehicles or boats shall be stored on any lot unless stored behind a 6' privacy fence. This includes vehicles or boats not licensed or currently not being used.
9. All persons possessing rights with respect to any real property in the Subdivision have full authority to seek legal action against excessive sound volume, loud partying vulgar language, rowdiness, controlled substance abuse activities, alcohol use in restricted areas, and noxious, illegal, or offensive activities that are an annoyance or

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- nuisance and which might also endanger the health or unreasonably disturb the quiet enjoyment of the owners and occupants of Thunderbird Bay Subdivision. Most legal action is handled by filing with the local Justice of the Peace.
10. No lot shall be used as a public R.V. park or campground.
 11. No indoor furniture, refrigerators or large appliances shall be stored or used outside unless hidden from public view.
 12. No drilling, mining, quarrying, or excavation operations are permitted. Water well drilling is acceptable with proper permitting following all Federal, State and County regulations.
 13. Effective immediately - No building, mobile home, RV, or structure shall be built, moved onto, placed on, or permitted to remain on any lot without prior Architectural Committee approval in writing. No mobile home older than 15 years may be moved into the Association, nor shall it be moved from one location to another in the Association. All items must be in good repair. Pictures of items to be moved in and any county permits must be submitted before permits are granted from the Architectural Committee in writing. Any denials or restrictions may be appealed to the Board of Directors within 30 days of notice of denial. (Amended – August 19, 2023 Annual Meeting)
 14. No tar paper roofs or siding materials, no flat sheet metal, and no corrugated tin material shall be used for siding, roofing, skirting, carports, garages, or without having written approval by the Architectural Committee.
 15. All permanent livable residences shall be connected to an approved septic system and completely underpinned.
 16. No outbuilding, boathouse, tool house, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor any shack be placed on any lot, nor shall any residence of a temporary character be permitted. Mobile homes and RV's may be placed and used upon any lot only if same have been inspected by, and prior written approval been granted by the Architectural Committee.
 17. Fences are permitted to extend to the rear and front lines and to the side lot lines of the property without impairment of the easements reserved and granted in these restrictions. Damages by the Utility Company to any fence in the Utility easement shall be borne by the lot owner or purchaser and not by the Utility Company.
 18. No building, mobile home, or structure shall be located nearer to the side lot line or rear lot line than five (5) feet, or nearer to the front lot line than fifteen (15) feet, provided, however, that the Architectural Committee may allow lesser setbacks in writing when unusual topography warrants. (Amended August 20, 2022)
 19. Camping on the lots shall be limited to use of RV campers, camping trailers, tents, or other camping shelters which shall be of good appearance and in good repair. Tents and similar types of temporary camping equipment may not be left on a lot unattended for more than 72 consecutive hours. No unsanitary condition shall be allowed to remain on any property.
 20. It is the responsibility of each owner to acquire Building Permits, if required, from Brown County prior to commencing any building construction or excavation.
 21. No natural drainage shall be altered or any ditch, culvert, or any drainage structure shall be installed or altered without prior written consent by the Board and Brown County Permit Office. Minimum culvert size shall be ten inches (10") in size and maintenance shall be the responsibility of the property owner. (Amended- August 21, 2021)
 22. No outside toilet or privy shall be erected or maintained on any residential lot. All sewage disposals shall comply with State and Brown County laws and regulations. Brown County permits are required prior to installing, modifying, constructing, or repairing septic systems
 23. No hunting or discharging of firearms shall be permitted except to protect the owner's property or person.

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RECREATION VEHICLE RESTRICTIONS

Effective January 1, 2017, owners may not use RV's as permanent residences unless the RV is connected to a separate water and septic system. (Owners residing in RV's permanently prior to January 1, 2017 are exempt.) If the current owner, or the new owner, makes any changes to the property, they must comply with the above restrictions. RVs or campers (excluding owner's one (1) unit), left on property for occasional use will receive a Special Assessment of \$150.00 for the maintenance and improvement of common areas owned by the Property Owners Association. (Amended- August 21, 2021)

COMMERCIAL ACTIVITY

Lots 120 through 125 in Section 2, inclusive, are designated as commercial lots and shall be used only for residential purposes or retail sales establishments so conducted that they do not unduly conflict with the residential character of the subdivision. All provisions of the restrictions apply to lots designated as commercial lots unless commercial lots are specifically excluded from such provision. No trade or business may be conducted from any lot, in or from any residential unit, EXCEPT, that an owner or other resident of a residential unit may conduct business activities within a residential unit so long as: (1) The existence or operation of the business activity is not apparent or detectable by placement of a sign, sound, or smell from outside the residential unit. (2) The business activity does not involve persons coming onto the lot, or door to door solicitation of owners or other residents in the community. (3) The business activity does not constitute a nuisance, hazardous, or offensive use that would threaten security of the residents in the community.

DENIAL OF USE: Any owner in default of the payment of dues or assessments, or any violation of any terms of these Bylaws, or any rule or regulation in force, after due notice to correct such violation, then the owner may be denied the use of any of the Common Areas owned by the Association until such default or violation is cured.

EASEMENTS: Easements are reserved along and within five (5) feet of the rear lines, front lines, and side lines of all lots in this Subdivision for the construction, operation, and perpetual maintenance of conduit 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 cut or trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines; with right of ingress to and egress from across said premises to employees of said utilities. 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.

COMMITTEES

ARCHITECTURAL COMMITTEE: The Board shall appoint an Architectural Committee that shall consist of three or more persons who are members of the Association. This Committee shall be responsible as to reviewing, inspecting, approving or refusing all building or move in permits. The purpose of this Committee is to protect the value of the owner's property, to guard against the erection of poorly designed structures, to prevent the building of structures with unsuitable materials, to maintain proper setbacks from streets, and maintain and enhance the value of the investments made by purchasers of property within the subdivision.

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COMMITTEE DESIGNATION: The Board may designate and appoint members to committees for any useful function. The Committees shall be responsible to report to the Board.

RESIDENTIAL LEASES OR RENTAL AGREEMENTS

LEASE OR RENTAL AGREEMENTS: Lease or rental agreement information is to be submitted to the Association, including the name, mailing address, phone number, email address, commencement date and term of the Agreement for each person who will reside at the property in the subdivision..

INDEMNIFICATION OF OFFICERS AND DIRECTORS

INDEMNIFICATION: The Association shall indemnify through insurance or other means every Director, Officer and their respective successors, personal representatives and heirs, against all loss, cost and expenses, including legal counsel fees, reasonably incurred by them in connection with any action, suit or proceedings to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit of proceeding to be liable for gross negligence or willful misconduct. This indemnification in no way exempts Directors or Officers from any and all provisions of the Bylaws of the Association.

PERSONAL LIABILITY: Contracts and other commitments made by Board of Directors or Officers shall be made as agents for members, and they shall have no personal responsibility on any such contract or commitment (other than as an owner), and the liability of any member on such contract or commitment shall be limited to such proportionate share of the total liability thereof as the common interest of each member bears to the total assets of the Association.

UNAVOIDABLE LOSS: The Association shall not be liable for any loss to any owner brought about by flooding, water damage, acts of God or other force majeure. Each property owner shall be responsible for this type of damage to their own property.

AMENDMENTS TO BYLAWS

These Bylaws may be amended in whole or in any part by the Association at the duly constituted meeting or Special Election for such purpose, or any Annual Meeting, so long as the notice of such meeting sets forth the complete text of the proposed amendment. No Amendment by the Association shall be effective unless approved by a majority of the Board of Directors and the majority of Owners attending the meeting in person or by duly executed proxy or absentee ballot.

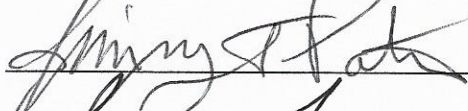

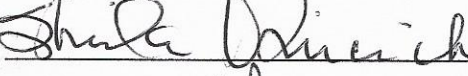

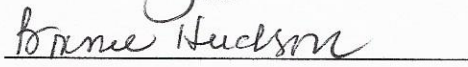
MISCELLANEOUS

"THUNDERBIRD BAY OWNER'S ASSOCIATION IS REQUIRED TO COMPLY WITH THE TEXAS RESIDENTIAL PROPERTY OWNER'S PROTECTION ACT, CHAPTER 209. INVALIDATION OF ANY ONE OR MORE OF THESE BYLAWS BY ANY COURT SHALL IN NOWAY AFFECT ANY OF THE OTHER COVENANTS, RESTRICTIONS, OR PROVISIONS CONTAINED HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IF ANY PROVISIONS, PARAGRAPH, SENTENCE, CLAUSE, PHRASE OR WORD BE INVALIDATED, SUCH INVALIDITY SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS DOCUMENT. FAILURE TO ENFORCE ANY PART OF THESE DOCUMENTS SHALL NOT BE DEEMED TO ABROGATE OR WAIVE THE REMAINDER OF THESE BYLAWS. CHAPTER 209 WILL PREVAIL SHOULD ANY PART OF THESE BYLAWS BE DEEMED INVALID."

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THUNDERBIRD BAY BOARD OF DIRECTORS

We, the Board of Directors of Thunderbird Bay Owner's Association, do hereby attest and confirm that the attached revised Bylaws of the Association are the exact original documents which were approved in a vote of the members of the Association at the August 19, 2023 Annual Meeting and certified by independent counters. (Attached)

	JIMMY T. PATE	PRESIDENT	DATE: <u>9/19/23</u>
	BRYAN TAYLOR	1 st VICE PRESIDENT	DATE: <u>09/19/2023</u>
	SHEILA VUICICH	2 ND VICE PRESIDENT	DATE: _____
	CINDY GAULT	SECRETARY	DATE: <u>9/19/2023</u>
	BONNIE HUDSON	TREASURER	DATE: _____


Subscribed and sworn to before me on this 19th day of September 2023.

Signature of Notary Expiration of Commission 10-30-26

After recording, please return to: Thunderbird Bay Owner's Association
4180 Iroquois Dr.
May, Texas 76857

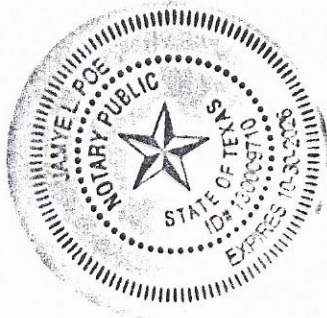
STATE OF TEXAS:
COUNTY OF BROWN:

"My name is Cindy Gault. I am the Secretary of Thunderbird Bay Owners Association. The Bylaws of Thunderbird Bay Owner's Association were amended at the August 19, 2023 Annual Meeting. The count was certified by Leslie Gideon, Laura Wallace, and Constance Moore on August 14, 2023 and Laura Jordan, Loyd Moore, Venida Farr and Clifford Shipman, on August 19, 2023, then by the Board of Directors on September 19, 2023 (See attached notarized certifications). A true and correct copy of the amended Bylaws is attached hereto and make a part of hereof as though fully incorporated herein."

 Cindy Gault

Subscribed and sworn to before me on this 19th day of September 2023.


Signature of Notary Expiration of Commission 10-30-26
Jamye L. Poe



2023 Annual Meeting Ballot Count

We, the following, do hereby certify by our signatures, that all counts and totals of ballots, motions & amendments for the 2023 Thunderbird Bay Owners Association Annual Meeting are actual, true and accurate.

Laura Jordan [Signature] 8-19-23
Print Sign Date

Joyd Moore [Signature] 8-19-23
Print Sign Date

Venida Farr [Signature] 8-19-23
Print Sign Date

Cheryl Stigman [Signature] 8-19-23
Print Sign Date

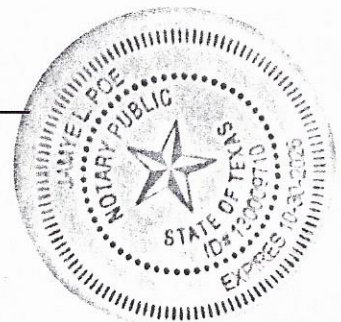
The State of Texas

County of Brown

Subscribed and sworn to before me on this 19th day of August, 2023.

[Signature]
Signature of Notary

10-30-24
Expiration of Commission



2023 Annual Meeting Absentee Ballot Count

We, the following, do hereby certify by our signatures, that all counts and totals of ballots, motions & amendments for the 2023 Thunderbird Bay Owner's Association Annual Meeting are actual, true and accurate.

<u>Lester Gideon</u>	<u>Paul Hair</u>	<u>8-14-23</u>
Print	Sign	Date
<u>Laura Wallace</u>	<u>Laura Wallace</u>	<u>8-14-23</u>
Print	Sign	Date
<u>Constance Moore</u>	<u>Constance A Moore</u>	<u>8-14-23</u>
Print	Sign	Date

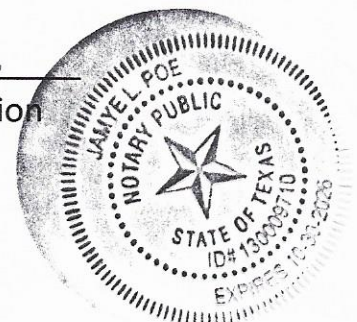
The State of Texas

County of Brown

Subscribed and sworn to before me on this 14th day of August, 2023.

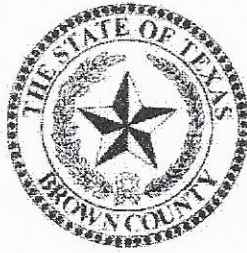
Jamyl L Poe
Signature of Notary

10-30-2026
Expiration of Commission



SHARON FERGUSON

COUNTY CLERK



200 SOUTH BROADWAY, SUITE 101
BROWNWOOD TX 76801

PHONE (325) 643-2594

DO NOT DESTROY
WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 2305183

FILED FOR REGISTRATION SEPTEMBER 20, 2023 11:46AM 12PGS \$70.00

SUBMITTER: THUNDERBIRD BAY OWNER'S ASSN

RETURN TO:

THUNDERBIRD BAY OWNER'S ASSN
4180 IROQUIOS DR
MAY TX 76857

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped heron by me, and was duly RECORDED in the Official Public Records of Brown County, Texas.

By: Sharon Ferguson

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

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