

Restrictive Covenants
Lake Kiowa Subdivision, Cooke County, Texas
January 1, 2023

Notice: Amending these Covenants at this time is due to the Texas Legislative Law changes from Senate Bill 1588 and Article 13.03 of our Covenants.

Pursuant to the authority granted in the Restrictions of the Lake Kiowa subdivision, Cooke County, Texas, as originally recorded on July 30, 1968, and filed in cabinet B, slide #154 of the plat records of Cooke County, Texas, the following Restrictive Covenants are approved and become effective on January 1, 2023 to wit:

Section I
Use and Rezoning

1.01 Use. Said lots shall be used exclusively for single-family residential purposes except those lots that may be designated, subject to rezoning (if any), and zoned as business, recreational or commercial areas on the plats approved by Lake Kiowa Property Owners Association, hereinafter referred to as LKPOA, the successor and/or assign of Lake Kiowa, Inc.

1.02 Rezoning. Rezoning of lots at Lake Kiowa may be accomplished when requested by the owner and approved by an affirmative vote of the owners of a majority of the privately-owned lots in the Lake Kiowa subdivision.

Section II
Residential Restrictions

2.01 Dwelling House and other Buildings. Not more than one single-family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no such building or structure of any kind, excluding boat docks, shall be erected prior to the erection of a dwelling house.

2.02 Pre-Constructed Dwelling House. No pre-constructed house may be moved into Lake Kiowa subdivision. The prohibition of pre-constructed dwelling houses applies to all forms of manufactured and industrialized housing regardless of the name they might be called.

2.03 Constituted Lots. Lots may be combined as allowed in the Bylaws and with the approval of the Board. Combined lots will be considered as one lot for the purpose of these restrictive covenants.

2.04 Dividing Lots. A lot may be divided only: (a) for the purpose of enlarging one or more adjacent lots, or (b) if the divided portions are each large enough to accommodate the minimum size home and setback requirements listed in Section III of these restrictions and the resulting onsite sewage facility disposal areas are sufficient to meet Texas Health and Safety Code requirements; in either case, the proposed division of lots must be previously approved by the LKPOA Board of Directors.

2.05 Temporary Buildings. No accessory or temporary buildings shall be used or occupied as living quarters.

2.06 Exterior Coverings. No structure shall have tarpaper, roll brick siding or fire hazardous material on outside walls.

2.07 Restrictions Prior to Dwelling House. No house trailer, boat trailer, travel trailer, camper, tent, shack, motor home, mobile home, houseboat or similar structure shall be erected, moved to or placed on said premises prior to completion of the dwelling house. After completion of the dwelling house, motor homes, campers and trailers may be parked on the premises, but not used as living quarters.

Section III Size and Setback

3.01 Size. No dwelling house shall have less than 1500 square feet of living space, exclusive of porch and garage areas, when measured to and including exterior walls.

3.02 Approval. All foundations and structural plans for any building or structure on a residential or commercial lot are subject to the approval of the Architectural Control Committee.

3.03 Setback Requirements. No porch or projection of any building shall extend nearer than thirty (30) feet to any road right-of-way, or nearer than ten (10) feet to the property line of any abutting property, nor within sixty (60) feet from the normal water line of Lake Kiowa (700 feet above mean sea level), nor within forty (40) feet of any golf course property line.

Section IV Architectural Control

4.01 Committee Appointment. An Architectural Control Committee shall be appointed by the LKPOA Board.

4.02 Purpose. It shall be the purpose of such committee, to review plans, specifications, and plot plans, for residential and commercial lots, to ensure, for all owners, harmony of external and structural design and quality with existing structures.

4.03 Designate Representative. The Committee shall have the right to designate one or more representative(s) to act for it on all matters arising there under.

4.04 Approval. No external improvement shall be placed or altered on any residential or commercial lot until the building plans, specifications and plot plan showing the location of such improvements on the lot have been approved in writing by the Architectural Control Committee.

4.05 Notification. In the event the Architectural Control Committee or its representative(s) disapproves of any such plans, specifications, and/or plot plans, notice of such disapproval shall be delivered in

person, by electronic delivery or certified letter, addressed to the party submitting the same at the address as required with the submission. Any such notice must set forth in detail the elements disapproved, and the reason or reasons therefore, but need not contain suggestions as to the methods of curing any such matters or things disapproved. The judgement of the Architectural Control Committee in this respect, in exercise of its discretion, shall be decisive but may be appealed to the LKPOA Board; however, the LKPOA Board has no authority to grant any exception to or to waive either the Covenants or the Bylaws.

4.06 Time Period for Action. Said Committee or its representative(s) shall approve said plans, specifications, and /or plot plans within thirty (30) days after receipt of all requested documents and/or information.

4.07 Failure to Act. If the Committee fails to act, an appeal to the LKPOA Board of Directors may be made by the applicant to force a response.

Section V Wastewater and Lake Water

5.01 Outside Facility. No permanent outside toilet shall be allowed on any residential lot premises.

5.02 Discharge of Waste. No untreated waste shall be directly discharged into Lake Kiowa.

5.03 On Site Wastewater Facility. Each dwelling shall have an onsite wastewater facility, and the owner of said lot shall install a septic type of wastewater treatment plant, or other type of plant approved by the Texas Health and Safety Code. All onsite wastewater facilities must conform to the recommendation of said Texas Health and Safety Code and LKPOA or its assigns.

5.04 Drain Field. No drain field or other disposal system shall be constructed nearer than that distance allowed by state laws from the original high-water mark of Lake Kiowa (700 feet above sea level).

5.05 Malfunction of System. Any malfunction of any onsite wastewater system after being reported to the lot owner by the Cooke County Health Department and not repaired within the time allotted based on the severity of the problem may be cause for termination of water service by the Lake Kiowa Special Utility District or its assigns, if so, directed by the Cooke County Health Department until satisfactory repairs are affected.

5.06 Water Wells. Except for closed loop geothermal wells, no individual water wells shall be allowed on any residential lot, and each resident shall use the water supply from the Lake Kiowa Special Utility District or its assigns.

5.07 Lake Water. No property owner(s) may pump water from the lake for any purpose.

Section VI Nuisances

6.01 Trade or Activity. No noxious or offensive trade or activity shall be permitted, nor shall anything be done that shall be an annoyance or nuisance to the subdivision.

6.02 Animals. No animals or fowl shall be kept or maintained except customary household pets.

6.03 Signs and Flags. No signs shall be displayed without the written permission of the LKPOA except for religious displays according to Texas Property Code 202.018, and political signs as regulated by the Association's Rules. The flag of the United States of America, official state flags, official flags of any US Military Branch, or the official flag of any school may be displayed in a manner that meets the requirements of the flag's authority and the Architectural Control handbook.

6.04 Property Maintenance. All property must be kept in a neat, tidy, and safe condition; failure to do so within fourteen (14) calendar days or other reasonable period as determined by the LKPOA after a written notice of any unsatisfactory condition, may result in the correction of the conditions by the LKPOA, or its agent, in which event, a charge will be levied and collected from the owner in an amount necessary to offset the reasonable costs incurred by the LKPOA. Appeals may be submitted to the Board by following the procedures outlined in the Rules and Procedures.

6.05 Mowing and Cutting Maintenance. The owner of each lot shall keep grass, weeds, and vegetation (except as a part of a home landscaping or garden project) trimmed or cut as necessary so that same will remain in a neat and attractive condition; upon any failure of the owner to do so within fourteen (14) calendar days or other reasonable period as determined by the LKPO after receipt of written notice to said owners of such unsatisfactory condition, then the LKPOA, or its agent, may enter upon said lot to correct the condition at a cost to the owner in an amount determined to be reasonable by the Board of Directors of the LKPOA. Appeals may be submitted to the Board by following the procedures outlined in the Rules and Procedures.

Section VII Boat Docks and Sea Walls

7.01 Approval for Residential and Commercial Lots. No boat docks, floats, or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval by the Architectural Control Committee.

7.02 Setback Requirements for Residential and Commercial Lots. No boat dock, boat lift, or floating dock shall extend more than twenty-six (26) feet into the lake and must be at least ten (10) feet from the property line. Then ten (10) foot minimum setback applies from an imaginary property line extended into the lake.

7.03 Lake Use. Use of the lake shall be in compliance with the rules and regulations of the LKPOA.

7.04 Lake Access Property. No boat docks or sea walls may be built by individuals on Lake Access Property (lakefront property owned by the LKPOA for use by all members) as originally platted.

7.05 Common Access Property. Boat docks and sea walls may be built by property owners who share the benefits of Common Access Property (lakefront property owned by the LKPOA but restricted by deed and plat use only by designated owners) when approved by the Architectural Control Committee unless the majority of said owners disagree in writing with proposed construction.

Section VIII Utility Easements

8.01 Easement. LKPOA, for itself, its successors, assigns, and licensees, reserves a ten (10) foot wide easement along all road rights-of-way and five (5) foot wide easements along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and /or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance, together with the right to install, operate, and maintain gas an water mains, sewer lines, culverts, and drainage ditches and other services and appurtenances thereto for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above.

8.02 Easement Exceptions. No easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Lake Kiowa unless shown on the recorded plats; except, however, LKPOA and its successors, assigns or licensees, reserve the right to cause or permit drainage of surface water over and/or through said lots.

8.03 Right of Ways. LKPOA and its successors, assigns, or licensees reserve an easement on, over or under all road right-of-way for the purpose of installing, operating and maintaining the above-mentioned utilities and drainage.

8.04 Cause of Action. The owners of said property shall have no cause of action against the LKPOA, its successors, assigns, and licensees either at law or equity excepting in cases of willful negligence, by reason of any damage caused said property in installing, operating, removing, or maintaining the above-mentioned installations.

8.05 Mineral Rights. Lake Kiowa, Inc., its successors and assigns, reserve all mineral rights to the lands hereto.

Section IX Assessments, Memberships, Use of Facilities and Leasing of Lots

9.01 Regular Assessment. The owner of each lot in the Lake Kiowa Subdivision shall be subject to regular periodic assessments for those expenses determined to be reasonable and necessary in

accordance with procedures in the Bylaws of the LKPOA for the operation, improvement, maintenance, including repair or replacement of existing LKPOA assets.

9.02 Special Assessment. Each owner also shall be subject to, when and as specified in the Bylaws, SPECIAL assessments for unanticipated operation and maintenance costs that may occur from time to time.

9.03 Improvement Assessment. In addition, the owner of each lot may be subject to improvement assessments for major improvements to LKPOA property and/or facilities or for the acquisition of additional real property (for purposes other than additional residential lots). Assessments for these improvements and/or acquisitions shall be authorized only by a vote of the membership in accordance with the requirements or limitations as specified in the Bylaws of the LKPOA.

9.04 Assessment Obligation. All owners, heirs, executors, legal representatives, estates, trustees and assigns agree that the assessments herein set forth shall be and constitute a debt that may be collected by suit or otherwise, including court costs, reasonable attorney fees and all other costs incurred to collect that debt; and that upon conveyance of any lot(s) the purchaser(s) and each successive owner(s) shall, from the time of acquiring title and covenant to the land, agree to pay to the LKPOA all assessments past and/or future as provided in, and in strict accordance with the terms and provisions herein.

9.05 LKPOA Membership. The owner(s) of each lot in the Lake Kiowa subdivision shall be a member of the LKPOA. The rights and privileges of the members are specified in the Bylaws.

9.06 Commonly Owned Property. Also, each owner(s) shall own a proportional, undivided, non-severable interest in the LKPOA property and facilities, that proportion determined by the ratio of the number of lots owned to the total number of privately-owned residential lots in the subdivision. Nominal title to the commonly owned properties and facilities is vested in the LKPOA, a nonprofit corporation.

9.07 In cases of multiple family ownership, only one family, as defined in the Bylaws, has the right to use all LKPOA property and facilities for all usual intended purposes, subject only to observance of those rules and regulations for the safe, orderly, and lawful use of the property and facilities by all users.

9.08 Facilities Fee. A reasonable use fee or charge may be imposed by the LKPOA Board for the use of certain facilities designated and intended for exclusive use by individual members, such as golf cart and boat storage facilities and actually provided to a member at his request.

9.09 Leasing Lot. The owner(s) of each lot also has the right to lease the whole of his/her lot, together with the appurtenant right to use LKPOA property and facilities, in which case only the owner(s) remains a member of the LKPOA, retains voting rights, and is fully obligated to pay all assessments and charges, including unpaid lessee charges, but temporarily transfers his right to use the LKPOA property and facilities to the lessee of said lot.

9.10 Voting Right. No restriction or condition on voting shall be imposed against any member that would create undue hardship or restrict his/her right to vote in any voting opportunity afforded the general membership.

**Section X
Garbage and Trash Disposal**

10.01 Rubbish. No lot or lots shall be used as a dumping ground for rubbish.

10.02 Storage. Trash, garbage and other solid waste shall be kept in sanitary containers and handled in compliance with current environmental regulations.

10.03 Burning. No burning shall be allowed.

10.04 Construction Trash. During new construction, remodeling or improving, generated trash shall be promptly collected and removed from the Lake Kiowa subdivision by the property owner at his/her expense.

**Section XII
Covenants Running with the Land**

11.01 Apply to Each Lot. All restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the subdivision and shall be covenants running with the land.

11.02 Enforcement. LKPOA, and its successors and assigns, shall have the right to enforce observance and performances of the restrictions and covenants contained and provided herein, and, to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all other legal remedies elsewhere provided herein, to an injunction either prohibitive or mandatory.

11.03 Owner Enforcement. In addition, the owner of any lot or lots in the subdivision shall likewise have the right either to prevent a breach of any such restriction or covenant or to enforce the observance or performance thereof.

11.04 Recovery of Damages. In addition, LKPOA and/or such owner or owners may recover damages for violation of such restrictions, covenants, or easements.

11.05 Acquiescence. Acquiescence of any violation shall not be deemed a waiver of the right to enforce a violation, by any person, at a later time; LKPOA shall have the express right to enter the property of the violator and correct such violations, or to require that the same be corrected, at the owner's expense.

11.06 Invalidity. Invalidity of any covenant, restriction, etc. (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, etc. and such covenants and restrictions, etc. not explicitly and expressly so invalidated, shall remain in full force and effect.

Section XIII Duration and Approval of Covenants

13.01 Expiration Date. All covenants herein shall remain in full force and effect until January 1, 2028.

13.02 Renewal and Amendments. As of the above date and at the end of each five-year extension herein provided, the covenants shall be automatically renewed and extended for succeeding five-year periods, unless, during the six months preceding the date of automatic renewal, the owners of a majority of the privately-owned lots in the subdivision agree to amend the covenants by casting one vote for each lot they own. For the purposes of this paragraph "owners" of a lot shall mean and refer to the individual designated with the LKPOA as the primary point of contact for the Lot. A copy of any approved amendments together with the certified results shall be filed in the deed records of Cooke County, Texas.

13.03 Administration. The LKPOA Board of Directors may make changes to these Covenants to correct administrative errors and when required to comply with state and federal laws. Any changes to the Covenants made under this paragraph will be reported to the membership as soon as possible via print and/or electronic media.

13.04 Excluded Lots. Lots owned by the LKPOA and the Lake Kiowa Special Utility District will be excluded when determining the total number of lots. No one shall be allowed to approve the proposed changes for these lots.

13.05 Record Retention. The certified results shall be retained in the LKPOA safe for a period of five years.

Section XIV Lien and Power of Sale

14.01 Property Lien. All amounts due the LKPOA under these restrictive covenants shall be secured by a lien against the property, and upon default in payment thereof, said property may be sold on behalf of the LKPOA in any manner authorized by law for judicial or non-judicial foreclosures and the proceeds of such sale applied first to expenses of sale, second to payment of amounts due LKPOA, third to payment of amounts due to inferior lien holders, and the balance to the owner of said property.

14.02 Notice of Default. LKPOA will advise, by certified mail, any owner of record of their default when any amount is sixty (60) days past due. In addition, the LKPOA will advise, by certified mail, any owner of record before foreclosure actions begin.

14.03 Mortgagee Notice. Further, LKPOA will provide a notice to the property owner's mortgagee of LKPOA's intent to pursue foreclosure of LKPOA's first and superior lien for default in payment of amounts due the LKPOA.

STATE OF TEXAS *
COUNTY OF COOKE *

I certify that this is the approved Restrictive Covenants effective January 1, 2023.

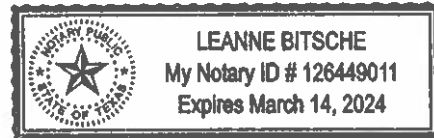


Dan Busch, Community Manager
Lake Kiowa Property Owners Association, Inc.

BEFORE ME, the undersigned authority, on this day personally appeared Dan Busch, Community Manager of Lake Kiowa Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 22 day of March, 2023.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Community Manager
107 Kiowa Drive South
Lake Kiowa, TX 76240

Filed for Record in:
Cooke County
On: Mar 22, 2023 at 11:02A

As a
Recordings

Document Number: 00001856

Amount 58.00

Receipt Number - 154790

By
Nereyda Garcia

STATE OF TEXAS COUNTY OF COOKE

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of: Cooke County as stamped hereon by me.

Mar 22, 2023

PAM HARRISON, Cooke County Clerk
Cooke County Clerk

