

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
SORRENTO BAY SUBDIVISION**

THE STATE OF TEXAS

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COUNTY OF MONTGOMERY

This Declaration of Covenants, Conditions, and Restrictions for Sorrento Bay, a subdivision in Montgomery County, Texas, is made on the date hereinafter set forth by Carlson Bros. Corp. hereinafter called "Declarant". The effective date of these restrictions is March 27, 2019.

**WITNESSETH:**

Whereas, Declarant is the Developer and owner of that, certain real property known as Sorrento Bay, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheets 5361-5364, of the Map Records of Montgomery County, Texas; and,

Whereas, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property as presently constituted and as it may be enlarged or re-platted in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision; now,

THEREFORE, Declarant hereby adopts, establishes and imposes upon Sorrento Bay, Section 1, Block 1, Lots 1-21 and Block 2, Lots 1-10, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**Definitions & Restrictions**

Section 1. "Architectural Control Committee" shall mean and refer to Sorrento Bay Architectural Control Committee provided for in Article IV herein.

Section 2. "Annexable Area" shall mean and refer to (i) approximately 16.1576 acres of land, more or less, out of the William Weir Survey, A-24, Montgomery County, Texas conveyed to Larry P. Carlson, Sr. and Sandra P. Carlson by Deed dated June 27, 2017 and recorded under Clerk's File No. 2017-056423, and the 18.41 acres out of a called 21.8774 acre tract in the Williams Weir Survey, A-42, Montgomery County, Texas and that certain easement being a 20' wide strip, containing 0.22 of an acre, situated in the William Weir Survey, A-42, Montgomery County, Texas conveyed to Larry P. Carlson a/k/a L.P. Carlson, Sr. by Deed dated June 26, 2018, recorded under Clerk's File No. 2018-066839, Official Public Records of Real Property of Montgomery County, Texas, and (ii) any other tracts or parcels of land situated adjacent to or in close proximity to the Subdivision and now or hereafter owned by Developer.

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Section 3. "Association" shall mean and refer to Sorrento Bay Community Improvement Association, its successors and assigns, provided for in Article V herein.

Section 4. "Developer" or "Declarant" shall mean Carlson Bros. Corp. and any assignee to which Carlson Bros. Corp. specifically transfers its rights and interests as Developer hereunder.

Section 5. "Developer Control Period" is the period of time beginning on the date that this Declaration is filed for record with the County Clerk of Montgomery County, Texas and continuing until neither Developer nor Developer's successor owns any part of the Annexable Area, or for such shorter period as the Developer or his successor shall determine.

Section 6. "Lot and/or Lots" shall mean and refer to the Lots shown upon the subdivision Plat that are restricted hereby to use for single-family residential dwelling purposes only. In no event may the Lots or abutting streets be used to park or store inoperable/junk motor vehicles, or to maintain junkyards, or to run a commercial business of any kind or description. Owners of lots shall comply with all governmental environmental and environmental regulations and shall not disturb the adjoining residences by unreasonable noise or otherwise.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the properties, but in the event the execution of a contract for sale covering any Lot, the "Owner" shall be the purchaser named in the contract, but excludes those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 8. "Properties" shall mean and refer to Sorrento Bay, and any additional properties that are hereafter made subject to the terms hereof by Developer. Such properties as may be subsequently added and made subject to the terms hereof shall be considered a part of the subdivision.

Section 9. "Subdivision Plat" shall mean and refer to the map or plat of Sorrento Bay recorded in the Map Records of Montgomery County, Texas.

Section 10. "Uniform plan for the development, improvement and sale of property" shall mean and refer to a uniformity of plan for each section of the subdivision. Each section shall be uniform in plan although not necessarily uniform with the remaining sections of the subdivision, which may differ from section to section.

Section 11. "Utility Easements" This dedication includes an easement covering the street area which permits the installation, operation and maintenance of water, sewer, gas, electric, telephone cable television or other such utilities by utilities lawfully entitled to provide service to the Subdivision or the abutting property. The dedication also includes a right of access to public agencies engaged in both routine and emergency public services, including law enforcement, fire protection, medical response, inspection and code enforcement.

Streetlights not maintained by a governmental entity shall be maintained by the property owners within the subdivision. The City of Conroe may repair any such private facility if it determines that its condition would interfere with the provision of any governmental service or pose a significant threat of injury to persons or property outside the subdivision. A repair made by the City shall not obligate the City for future maintenance of



the facility. The cost of repairs by City shall be assessed against the owners of the lots within the subdivision. Such assessments are secured by a continuing vendor's lien in favor of the City that is hereby established upon each lot. This provision shall be a covenant running with the land and shall be binding on each person purchasing a lot within the subdivision.

## ARTICLE II

### Reservations, Exceptions and Dedications

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets, and easements shown thereon and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 4. Declarant reserves the right, during installation of roads or streets as shown on the Subdivision Plat, to enter onto any Lot or Lots for the purpose of disposing of street excavations, including the removal of any trees, if necessary, whether or not the Lot or Lots have been conveyed to and/or contracted for by any other Owner or Owners.

Section 5. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner situated on the land covered by said easements.

Section 6. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances, thereto construed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public or to any public service corporation or to any other party, and such right is hereby expressly reserved.

Section 7. Certain subdivision improvements that are required by the subdivision regulations of the City of Conroe, Texas, have been privately dedicated for the use and benefit of property owners within the subdivision. The improvements described in this Section 7 consist of storm water detention facilities are required improvements that are dedicated for the private use and benefit of lot owners within the subdivision. The



maintenance entity known as Sorrento Bay Community Improvement Association shall be responsible for the maintenance and upkeep of these required improvements and shall be authorized to assess and collect a maintenance fee against the subdivision lots and to expend funds so collected for such purposes.

### ARTICLE III

#### Use Restrictions

Section 1. Land Use and Building Type. All lots shall be known and described as Lots for single-family residential dwellings. As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots for camping activity, or apartment houses. In no event may Lots be used for any industrial purposes, for the manufacture, sale or repair of motor vehicles, boats or heavy equipment for junkyards, or for commercial/rental motor vehicle or boat storage facilities. The use of lots or allowable structures thereon to conduct business or commercial activity is prohibited. The renting or leasing of any lot or single-family residential dwelling by an owner or his agent shall not be construed as prohibited commercial activity. In the event you lease or rent your home, you must notify Sorrento Bay Community Improvement Association. (SBCIA) in order for lessee to be provided with all the necessary information concerning the subdivision (i.e. deed restrictions, water fees, etc.). All lessees must abide by the deed restrictions. No building of any kind or character shall ever be built, erected or moved onto any Lot within said Subdivision without the prior written approval of the Architectural Control Committee. Individual mailboxes are required.

Section 1a. Residential Structures. Subject to the limitations and other provisions of these Restrictions, the following may be used for residential purposes.

- (1) All homes must be single-family residential dwellings built on a concrete foundation. All dwellings must have the front façade be made of brick (excepting gables). Garages may be attached or detached from the dwelling, but must correspond in style and architecture to the dwelling. All dwellings must be a minimum of 1,250 square feet total living area, excluding garages and outbuildings, for the first floor, and, if the dwelling is two stories, it must be a minimum of 1,650 square feet total living area, excluding garages and outbuildings. All dwellings must face the street.
- (2) Mobile homes, manufactured homes, park models and modular homes are not permitted. The Developer, however, shall retain the unrestricted right to operate and maintain a mobile, manufactured, or modular home as a sales office on the lot(s) of its choice until all lots are sold.
- (3) No RV's can be hooked up with electricity or water for living quarters.

Section 1b. Buildings and Other Structures.

- (1) RV ports are permitted with prior approval and must be constructed in an attractive design and appearance.
- (2) Storage Buildings. One storage building may be built and erected on each lot with prior approval. It must be a minimum of a 10 X 10 space and must be prefabricated, commercial quality building of an attractive exterior, design and appearance. All exterior walls and roofing material must be painted or stained. The exterior color must have prior approval.
- (3) Garage. Prior approval is required for all garages, which must be constructed,

in an attractive design and appearance.

- (4) Exterior Color. Any exterior paint colors on garages or storage buildings not approved by the CIA could result in the property owner having to repaint at their own expense.

Section 1c. Minimum Building Guidelines.

- (1) Street Protection – Place appropriate sized boards along and beside the street edge for equipment and trucks to enter and exit lot. No track equipment offloaded to the street. No access to premise through another lot or greenbelt without written permission of the lot owner. Owner must pay for any damage to subdivision streets, culverts or utilities before final approvals are granted.
- (2) Portable toilets are required and must be located within owner lot lines. They must remain on site during the entire period that workers are on site. There will be a \$50.00 per day fine for each day it is not in place and workers are on site. A multi-builder of 3 or more homes, may place a portable toilet to be used at multiple sites.
- (3) No construction, concrete pouring or landscaping can start before 7:00 a.m. All work must be completed by 7:00 p.m.
- (4) Concrete trucks are not to “wash out” (chute only) in street, storm sewers or any area in Sorrento Bay, other than on the lot where improvements are being constructed.
- (5) No waste material or trash may be burned at any time. Builder must provide a Trash bin for trash. Builder is responsible for a clean worksite at all times. Violations are subject to \$50.00 charge per sited occurrence.
- (6) No signs allowed on construction site except a small sign indicating builder identity so suppliers may locate.
- (7) All roof rafters, ceiling joists and studs must be no more than 24” on center.
- (8) All slab elevations must be that of the street crown or higher.
- (9) If multiple similar structures are to be constructed within a visual proximity of each other, finish colors must be different.
- (10) Identical elevations may not be used on adjacent lots.
- (11) Roof material must be of 30 year composite shingles.
- (12) All homes must be built to Energy Code Regulations.
- (13) Driveways must be 4” concrete minimum. When drive crosses a culvert, concrete sidewalls extending below drainage grade are mandatory. Concrete walkways from the driveway to the front door is required. No crushed stone driveways are permitted.



Section 2. Prior Approval Required.

(a) No building or structure shall be built, erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structures thereon have been approved in writing by the Architectural Control Committee as to harmony with existing structures with respect to exterior design, construction material and color and as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully described in these Restrictions. Plans must be submitted two weeks prior to construction.

(b) No building or structure shall be erected, placed or maintained nearer than five (5) feet to any side lot line and twenty five (25) feet from the front property line.

Section 3. Minimum Requirements for Approval.

(a) Storage Buildings. The unit must be of commercial quality, in good repair, and of an attractive design and appearance. Buildings may only be constructed of prefabricated metal or wood and painted in an attractive manner. Homemade type buildings may not be erected. A recent photograph of the unit shall be submitted with the application for approval to the Architectural Control Committee.

(b) Decks or Porches. All decks or porches must be approved by the Architectural Control Committee prior to construction. The bottom or lower portion of all decks and porches must be fully enclosed in a manner and with materials approved by the Committee.

(c) Propane Tanks. Propane tanks must be kept well maintained. Plants will be provided to keep visibility to a minimum from the street view. Plants will be well manicured on an ongoing basis.

(d) RV Ports and Carports. RV Ports or Carports are permitted. They must be constructed in a professional manner and a professional grade, attractive in design and appearance. Materials must be approved by the Architectural Control Committee. Prior written approval from the Architectural Control Committee must be obtained before construction commences.

(e) Garages. Garages are permitted, and prior approval is required before construction can begin. All garages must be constructed in an attractive design and appearance.

(f) Additions or Modifications to Existing Structures. Prior written approval from the Architectural Control Committee must be obtained before construction commences. The materials used must be compatible with those materials already existing on the structure to be modified.

Section 5. Resubdivision. No Lot shall be resubdivided without the express written approval of the Architectural Control Committee.

Section 6. Annoyance or Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden. No inoperable motor vehicles, campers, vehicles of any kind, are to be permanently or semi-permanently stored or parked on Lots or in the public street right-of-way or upon utility or drainage easements.

Section 7. Removal of Non-Conforming Campers or Structures. In the event of default on



the part of the owner or occupant of any Lot in observing the requirements of these Restrictions and/or the requirements of the Architectural Control Committee and with such default continuing after ten (10) days written notice thereof to the violator's last known address, Developer, the Architectural Control Committee, or their assigns or representatives shall, without liability to the owner or occupant in trespass, damage or otherwise, enter upon said Lot and remove the travel trailer, modular structure, motor home, mobile home, or other structure in default. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay all reasonable costs associated with the notice and removal and any storage fees, if any, immediately upon the receipt of a statement thereof. The mailing of ten (10) days written notice to the address shown on Owner's Contract of Sale shall be deemed to be full compliance by Developer or the Architectural Control Committee of its duty to notify in writing as set out above.

Section 8. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or plot. One professional appearing "for sale" sign may be placed on a Lot by an Owner seeking to sell such Lot. Declarant or the Architectural Control Committee, or its agents shall have the right, to remove any sign not complying with the above restriction, and, in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The rights are reserved by Declarant to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property.

Section 9. Oil and Mining Operations. Except for reserved tracts, plots of land, and easements shown on the recorded plat, no oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street.

Section 11. Water. The owner of each Lot shall be responsible for paying the tap-on fee for water service and shall bear the responsibility of furnishing and installing, in conformance with governmental requirements, the water line that extends from the house to the easement. Each Lot owner shall be responsible for purchasing a water meter from the water supplier and installation fees. In addition, each lot owner shall pay a tap-on fee and water usage charges at the prevailing rates from the privately owned system serving the subdivision. No lot owner may drill or install a water well on any Lot in the subdivision.

Section 12. Walls and Fences. All fences and walls must be at least four (4) feet in height unless otherwise approved in writing by the Architectural Control Committee. Fences must be of ornamental iron, nylon, wood or masonry construction and must be kept in good repair at all times. The express written consent of the Declarant or Architectural Control Committee must be acquired before erecting a fence and/or wall. Any wall or fence erected as a protective screening on a Lot by Declarant shall pass ownership with title to the property and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot in maintaining said protective screening or fence and such failure continues after ten (10) days' written notice thereof, Declarant or its assigns may, at their option, without liability to the Owner or



occupant in trespass or otherwise, enter upon said Lot and cause said protective screening or fence to be repaired or maintained or to do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening or fence in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof.

Section 13. Lot Maintenance. So long as a Lot is in a natural state, the Owners or occupants of all such Lots shall not be required to alter the natural state of the Lot. However, once a portion of the Lot is altered and grass is planted, the Owners or occupants of all such altered Lots shall be required to cut, trim, and maintain said portions in a sanitary, healthful and attractive manner. In no event shall any Lot be used for storage of materials and equipment except for normal residential requirements or incident to construction or improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything at any time. Refrigerators and other large appliances shall not be placed out of doors. The drying of clothes in full public view is prohibited. Yard equipment or wood piles must be stored out of the public view. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, and such default continuing after ten (10) days' occupant in trespass or otherwise enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof.

Section 14. Motor Vehicles. No motorbikes, 4-wheelers, motorcycles, motor scooters, go-carts, or other vehicles of that type shall be permitted or operated within the subdivision, if they are a nuisance by reason of noise or manner of use in the sole judgment of the Architectural Control Committee.

Section 15. Septic and Sewage Disposal. All Lots must tap on to the Sewer System associated with the subdivision by the time construction of the house is complete.

The owner of each Lot shall be responsible for paying the usual and customary tap-on and usage fees imposed by the entity furnishing utility services to the subdivision.

No outside toilet or privy shall be erected or maintained on any Lot hereunder. The dumping, emptying or evacuation of sewage or wastewater onto the ground or into any ditch or drainage facility within the subdivision is strictly prohibited.

Section 16. Livestock and Pets. Cows, poultry, pigs or any other type livestock and exotic animals are strictly prohibited. The owner of a Lot may keep two (2) household pets, either or both, of which may be dogs or cats. Such pets must be enclosed within a suitable fence, in the living structure, or on a leash at all times. Should such pets become a nuisance in the opinion of the Declarant or the Architectural Control Committee, they must be removed from the premises and the subdivision. Montgomery County leash law will be enforced.

Section 17. Mailbox. Cluster boxes will be provided for the Subdivision, in a location designated by the Association. Any fees or expenses for maintenance of the cluster boxes shall be paid by the Association. No individual mailboxes are permitted.

Section 18. Drainage. Natural drainage of streets, Lots or roadway ditches will not be



impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. In no event shall culverts be less than eighteen (18) inches. Declarant may remove any culvert that obstructs the flow of water through the street ditches. The breaking of curbs for drive installations will be accomplished in a good and workman-like manner and such break will be re-cemented without hindrance to drainage and such work is subject to the inspection and approval of the Architectural Control Committee.

Section 19. Completion of Construction. Construction of residential homes together with garages must be completed within nine (9) months from the time construction begins. Construction of R.V. Ports, storage buildings, decks, porches, fences or walls and allowable additions or modifications must be completed within three (3) months from time the construction begins.

Section 20. Authority to Grant Variances. The Board of Directors of the Developer and, after Developer sells all lots, the Board of Directors of the Association, upon recommendation of the Architectural Control Committee, may authorize variances from strict compliance with any of the restrictions of this Declaration, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing and must be approved by at least a majority vote of the Board of Directors and shall become effective upon execution of the variances. No Board member, except Developer, shall participate in any voting, in the capacity as a Board member, regarding a variance involving that Board member's lot or the improvements thereon. If such a variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision thereof, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations. No granting of a variance shall be relied on by any Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration.

## ARTICLE IV

### Architectural Control Committee

Section 1. Purpose. The purpose of the Architectural Control Committee is to provide compliance with these restrictions: to maintain proper use of the lots; to preserve, so far as practicable, the natural beauty of the property; to insure against the erection or placement of buildings, mobile homes, and/or temporary stationary or movable structures built of improper, unsuitable, or unsightly materials, and to obtain harmonious architectural schemes.

Section 2. Approval of Building Plans. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and is to compliance with minimum construction standards by the Architectural Control Committee. Two (2) copies of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction or placement. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents, as it deems appropriate, in such form and detail as it may elect at its entire discretion. All applications to



the Architectural Control Committee must be accompanied with the payment of a \$250.00 application fee. A multi-builder of 3 or more homes, may be approved to waive the Architectural Control Committee fee. In the event the Architectural Control Committee determines that the plans are so unique that consultation with a qualified engineer or other expert is advisable, then the applicant shall pay, in advance, a deposit to cover the cost of the engineer or expert consultation fee. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) working days after submission, approval will not be required and full compliance with this Section will be deemed to have occurred.

Section 3. Committee Membership. The Architectural Control Committee shall initially be composed of L. P. Carlson, and Cheryl Hubbell, who by unanimous vote may designate a representative to act for them.

Section 4. Replacement. In the event of death or resignation of any member said Committee, the remaining member or members shall appoint a successor, and until such successor shall have been so appointed, the remaining member or members shall have full authority to carry out the responsibilities of the Committee or to designate a representative with like authority.

Section 5. Minimum Construction Standards. The Architectural Control Committee may, from time to time, promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 6. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after fifteen (15) years from the date of this instrument and will automatically renew for a period of ten years, and will renew consecutively each ten years thereafter.

Section 7 Nonliability. Neither the Declarant, Developer, its directors, shareholders, or officers, nor the Architectural Control Committee or any of its members shall have any liability nor responsibility at law or in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

## ARTICLE V

### Sorrento Bay Community Improvement Association

Section 1. Membership. Every person or entity who is an Owner of any of the properties that are subject to maintenance assessed by the Association shall be a member of Sorrento Bay Community Improvement Association. The foregoing does not include persons or entities that hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land that is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of membership.

Class A. Class A members shall be all those Owners as defined in Section 1, with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one



person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant as defined in the Declaration. The Class B members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Section 1. The Class B membership shall exist during the Developer Control Period. At the end of the Developer Control Period, the Class B membership shall cease. If Declarant (or any other person or entity entitled to Class B membership as above provided) then owns any Lot in the Subdivision or the Properties, it shall become a Class A member with all of the rights and privileges of the Class A Members.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Nonprofit Corporation Act, and both classes shall vote together upon all matters as one group.

Section 3. Nonprofit Corporation. Sorrento Bay Community Improvement Association may incorporate but is under no duty to do so. In the event of incorporation event, all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that they are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

Section 6. Board of Directors. The affairs of the Association and/or nonprofit corporation shall be managed and governed initially by a board of directors composed of L. P. Carlson, Sandy Carlson and Cheryl Hubbell, and any persons named by the Developer to replace said persons. A majority vote of such directors is required for action by the Board. Such board of directors will serve during the Developer Control Period (or at any prior time, at the election of said directors), at which time a membership meeting shall be called and a new board of directors shall be elected by the members of the Association and/or nonprofit corporation. The judgment of the board of directors in the management of the affairs of the Association and/or nonprofit corporation shall be final and without liability to such directors so long as such judgment is made in good faith.

## ARTICLE VI

### Maintenance Charge and Other Assessments

Section 1. Each lot owner in Sorrento Bay, except Developer, is hereby subject to an annual maintenance fee of \$240.00 per lot for the purpose of creating a fund to be designated and known as the "maintenance fund". The annual maintenance fee may be adjusted to such other amount determined reasonably necessary by Sorrento Bay Community Improvement Association board of directors. Said maintenance charge and assessment will be paid by the Owner or Owners of each Lot within Sorrento Bay to The Sorrento Bay Community Improvement Association. The maintenance charge is payable yearly in advance by no later than January 31. The maintenance fund assessment shall commence to accrue from the date of the deed or other conveyance of the Lot from the Developer to the purchaser. Any



assessment not paid within thirty (30) days from due date shall bear interest from due date until paid at the rate of fifteen percent (15%) per annum. The Declarant may loan the Association such monies, as Declarant desires to assist the Association in discharging its duties. However, the Association shall repay Declarant all loans with interest at the rate of ten percent (10%) per annum. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year as the needs of the subdivision, may in the judgment of the Association require. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Sorrento Bay. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: maintaining and operating parks, parkways, agreements for provision of recreational amenities, both temporary and permanent rights-of-way, easements, roads, street lights, esplanades, and storm water detention facilities, other public and common areas, taxes on common areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, and doing any other thing or things necessary or desirable in the opinion of the Directors of the Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the properties, it being understood that the judgment of the Directors in the expenditure of said funds or the variance in maintenance charge assessments on multiple-lot owners shall be final and conclusive so long as such judgment is exercised in good faith.

Section 2. To secure the payment of assessments, reimbursements and obligations to the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such assessments, reimbursements, obligations and maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction line and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien Sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first lien mortgage holder by prepaid U.S. certified mail, and shall contain a statement of the delinquent charges upon which the proposed action is based.. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

Section 3. The above maintenance charge and assessment will remain effective for the full term (and extended term if applicable) of the within covenants.

Section 4. It is specifically agreed that any Lot sold to persons or entities by the Declarant by contract for sale of land or deed with lien and note or other instrument and the purchaser defaults in the contract for non-payment or in any other manner and said Lot is repossessed, foreclosed or such contract canceled by Declarant, its successors or assigns, the Association will release its rights to collect the past due maintenance charges, assessments, and penalties on such Lots from the Declarant. Nothing herein contained shall relieve the purchaser in



default from whom the Lot was repossessed from his obligation to pay such delinquent charges, assessments, maintenance charges and penalties to the Association.

## **ARTICLE VII** **General Provisions**

**Section 1. Term.** Unless sooner amended or terminated pursuant to Section 5 of this Article, these covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of fifteen (15) years from the date this instrument is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of the 20 years, or anytime thereafter, an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association, the Declarant, or any other Lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by the Association, the Declarant or any Lot owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Charge on Lots.** In addition to the lien imposed upon lots in Article VI, Section 2, and to secure the payment of assessments, charges and reimbursements required of lot owners to the Association for removal of debris, trimming unsightly lots, and the like, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such assessments, reimbursements, and obligations accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first lien mortgage holder by prepaid U.S. certified mail, and shall contain a statement of the delinquent charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

**Section 3. Severability.** Invalidation of anyone of these covenants by judgment or other court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**Section 4. Discrimination.** Discrimination on the basis of a person's race, color, religion or national origin within the subdivision is strictly prohibited.

**Section 5. Amendment.** The covenants, conditions, and restrictions of this Declaration may only be amended by Declarant until March 31, 2024. Thereafter, this Declaration may be amended by an instrument signed by a majority of the then owners of the Lots agreeing to change or terminate said covenants in whole or in part. No amendment shall be effective until the instrument of amendment is filed in the Office of the County Clerk of Montgomery County, Texas.

EXECUTED on this 27 day of March, 2019.

CARLSON BROS. CORP. d/b/a  
SORRENTO BAY SUBDIVISION

By: 

L. P. Carlson, President  
P. O. Box 219  
Conroe, Texas 77305

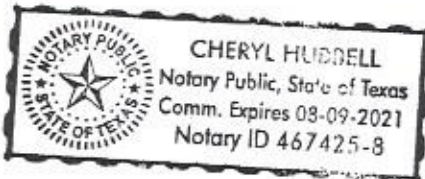
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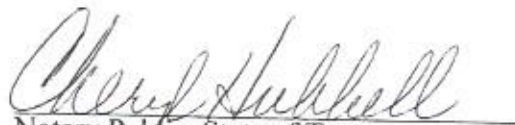
STATE OF TEXAS

COUNTY OF MONTGOMERY

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This instrument was acknowledged before me on the 27 day of March, 2019, by L. P. Carlson, in his capacity as President of Carlson Bros. Corp., a Texas corporation, on behalf of said corporation.



  
Notary Public, State of Texas

RETURN TO:  
SORRENTO BAY CIA  
P.O. Box 219  
CONROE, TX 77305



FILED FOR RECORD  
03/28/2019 08:27AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number  
sequence on the date and time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

03/28/2019



County Clerk  
Montgomery County, Texas