

SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, & RESTRICTIONS  
FOR SUMMERWOOD TRAILS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS                   §  
   §  
COUNTY OF MONTGOMERY   §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplemental DCCRs") is made this 7<sup>th</sup> day of March, 2023, by Summerwood Trails, LP and JB Whitney Financial LLC ("Development Funding Partner") (hereinafter sometimes collectively referred to as "Declarant").

WHEREAS, Summerwood Trails, LP previously recorded those certain original Declaration of Covenants, Conditions, & Restrictions for Summerwood Trails, filed in the Montgomery County Real Property Records at File # 2020008260 ("Original DCCRs");

WHEREAS, Summerwood Trails, LP now desires to amend said DCCRs to: (1) include Section 2 of the Summerwood Trails development (the "Property" as defined in the Original DCCRs); (2) subject said Section 2 to the Original DCCRs, except as amended and/or supplemented herein; (3) provide for guaranteed funding of certain development, improvements (e.g., roads, water, waste water, utilities, drainage and infrastructure costs, as applicable), and reserve costs as necessary (the "Reimbursable Improvements"); and (4) include its development funding partner, JB Whitney Financial LLC, as the Declarant.

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that the Property, including such additions thereto as may hereafter be made shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth which shall run with the land and shall be binding upon all parties having any right, title, or interest in or to the Property, or any part thereof, and their heirs, successors, representatives and assigns. The covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth are covenants running with the land at law as well as in equity.

**ARTICLE I**  
**AMENDED / SUPPLEMENTAL DEFINITIONS**

Section 1.01 (*Amended*) **Definitions.** The following words, when used in these Supplemental DCCRs, unless the context shall prohibit, shall have the following meanings (and all other Definitions shall be as stated in the Original DCCRs):

Section 1.06 (*Amended*) "Declarant" shall mean and refer to, collectively, Summerwood Trails, LP and JB Whitney Financial LLC, and their respective successors and assigns. All Declarant decisions, authority and powers shall be vested in J. B. Whitney Financial, LLC until such time as J.B. Whitney Financial, LLC has been fully satisfied of all debts and amounts owed by the Summerwood Trails Homeowners Association (the "HOA"), Lake Conroe Hills Municipal Utility District and/or Summerwood Trails, LP.

Section 1.061 (*Added*) "Development Funding Partner" shall mean and refer to JB Whitney Financial LLC, and its successors and assigns.

Section 1.07 (*Amended*) "Declarant Control Period" shall mean the later of: (1) the period by which the Declarant is the Owner of at least one or more lots within the Property including any annexed property subject to the Declarations; Or (2) until the Development Funding Partner is fully and completely satisfied pursuant to terms and obligations of that certain Development Funding Partner Agreement ("DFP Agreement"). During such time the Development Funding Partner shall have the authority and ability irrevocably, to elect and seat a majority of the Board.

Section 1.13 (*Amended*) "Property" shall mean and refer to the real property (including improvements) described in the Original DCCRs, and additions thereto including Section 2 of the Summerwood Trails development as described in Section 1.14 below, all as are subjected to the Original DCCRs, these Supplemental DCCRs, or any additional amended or Supplemental Declarations (collectively the "Declarations").

Section 1.14 (*Amended*) "Recorded Plat" shall mean and refer to the plats of SUMMERWOOD TRAILS, as recorded under File # 2019118470 and File # ~~2022020813~~, in the Plat Records of Montgomery County, Texas, as modified by any subsequent amendment, replat, or similar modification thereto.

Section 1.15 (*Amended*) "Supplemental Declaration" shall mean and refer to these Supplemental DCCRs and any subsequent amendment or supplement to the Original DCCRs executed or consented to by Declarant or by the requisite number of Owners, if applicable, which subjects additional property to this Declaration and/or imposes expressly or by reference additional restrictions and obligations on the land described therein.

Section 1.16 (*Added*) "Board of Directors" shall mean and refer to, collectively, the Board of Directors of the Association.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 2.01 (*Amended*) Membership. Each and every person, persons, or legal entity who shall own any Lot or any Residential Land in the Property, shall automatically be, and must remain, a member of the Association. Such membership shall be appurtenant to each Lot and may not be severed from or held separately therefrom. Further, the Development Funding Partner shall remain a member and part of the membership so long as the HOA or any other member of the association, or Summerwood Trails Subdivision has obligations to or outstanding debt or reimbursements due to the Development Funding Partner.

Section 2.02 (*Amended to Add*) Class C Member. The Class C Member shall be Development Funding Partner. The Class C membership shall cease upon the occurrence of the earlier of the following (the "Partnership End Date"):

- (a) The date which Development Funding Partner is reimbursed 100% of the capital and related expenditures the Developer and the Development Funding Partner invested and

financed in the Property and development of infrastructure, including all agreed upon accrued interest for financing those expenditures; or

- (b) Such earlier date as may be established by Declarant in a written instrument agreed to and recorded by Declarant and the Development Funding Partner in the Official Public Records of Real Property of Montgomery County, Texas.

Section 2.03 (*Amended to Add at end*) Voting Rights. Prior to the Partnership End Date, the Class C Member shall control all and be assigned all Class B Member votes until the such time as the Development Funding Partner is fully satisfied with any and all debts and obligations owed by the HOA, the Developer and or the District; and shall be entitled to 400 votes as the Class C Member. For purposes of this Article II only, Declarant shall mean and refer only to J.B. Whitney Financial, LLC. Under no circumstances shall a vote ever over rule the contractual obligations to or reduce the amounts owed to the J.B. Whitney Financial, LLC by the Property Owner(s) of Summerwood Trails Section II subdivision.

### ARTICLE III ASSESSMENTS

Section 3.01 (*Amended to Add at end*) Covenants for Assessments. (3) Special Assessment for Roads, Drainage and Utilities, and (4) Special Assessment for Water and Waste Water.

Section 3.071 (*Added*) Special Assessment for Roads, Drainage and Utilities. In addition to the Regular Annual Assessments and any other Special Assessments, a Special Assessment for Roads, Drainage and Utilities for all Lots in Summerwood Trails Section(s) II shall be levied to defray certain costs and expenditures of the Reimbursable Improvements and related development costs which benefit the Lots and the Common Areas, including the necessary fixtures and personal property related thereto; replenishing all or part of any escrow funds held by any other third party which have been withdrawn to pay for obligations incurred or assumed by the Association under agreements with such third party; and carrying out any other purposes that benefit the Association as a whole as stated in its Certificate of Formation, Bylaws or as stated herein and that are not reimbursed through the Lake Conroe Hills Municipal Utility District. These expenditures

specifically include the cost of roads and paving and underground electrical, gas, and cable utilities. Such Special Assessment for Roads, Drainage and Utilities shall be due/owing from each Lot referenced above commencing on the date of transfer and conveyance of such Lot to a third-party (individual or entity) for his/her own occupancy with or without profit (i.e., a party other than the Declarant or the Builder), which amount shall be payable monthly in the amount of \$20 as further outlined in the form of Notice of Obligation to Service Customer to Pay Special Assessment for Roads, Drainage and Utilities which shall be recorded in a form substantially identical to and attached hereto in Exhibit "C" and incorporated herein for all purposes.

Section 3.072 (*Added*) Special Assessment for Water and Waste Water. In addition to the Regular Annual Assessments, any Special Assessments, and the Special Assessment for Roads, Drainage and Utilities, an additional Special Assessment for Water and Waste Water for all Lots in Summerwood Trails Section(s) II shall be levied to defray certain costs and expenditures of additional costs of the Reimbursable Improvements and related development costs which benefit the Lots and the Common Areas, including the necessary water and sanitary sewer facilities; and carrying out any other purposes that benefit the Association as a whole as stated in its Certificate of Formation, Bylaws or as stated herein. Such Special Assessment for Water and Waste Water shall be due/owing from each Lot referenced above commencing on the date of transfer and conveyance of such Lot to a third-party (individual or entity) for his/her own occupancy without profit (i.e., a party other than the Builder), which amount shall be payable monthly in the amount of \$40 as further outlined in the form of Notice of Obligation to Service Customer to Pay Special Assessment which shall be recorded in a form substantially identical to and attached hereto in Exhibit "B" and incorporated herein for all purposes.

Section 3.15 (*Added*) Incorporation of Personal Obligation, Lien and Foreclosure, and Exemptions. The Special Assessment for Roads, Drainage and Utilities and Special Assessment for Water and Waste Water are subject to the same requirements as all other assessments under Section 3.12 (imposing personal obligations of Owners for such assessments and applying interest and fees for non-payment), Section 3.13 (imposing a lien and providing for foreclosure of such lien upon non-payment), and Section 3.14 (exempting from such assessments the property owned by Declarant, Common Areas, and property owned by or dedicated to a political subdivision or municipal utility

district). All of the following are the explicit responsibilities & liabilities of the HOA & the Property owners: administration fees; collection fees; and/or documentation fees required to administer, collect, and/or document the Special Assessment for Roads, Drainage and Utilities; and Special Assessment for Water and Waste Water.

#### ARTICLE IV

#### ARCHITECTURAL REVIEW COMMITTEE

Section 4.08 (*Added*) Submittal fee for review, inspection fee, and re-inspection fee by the Architectural Review Committee. The HOA shall require the Architectural Review Committee to charge directly to the applicant a fee upon submittal, and prior to review of plans and specifications; final inspection; and if necessary, any re-inspection(s). Plans and specifications shall not be considered submitted until payment of the review, and first-final inspection fees are tendered.

#### ARTICLE VIII

#### MISCELLANEOUS PROVISIONS

Section 8.11 (*Amended and Restated*) Property Subject to Declarations. The real property covered by the Declarations includes all the property and Lots of SUMMERWOOD TRAILS; SUMMERWOOD TRAILS SECTION I recorded under File # 2019118470 and SUMMERWOOD TRAILS SECTION II recorded under File # ~~2023020812~~, in the Plat Records of Montgomery County, Texas, as modified by any subsequent amendment, replat, or similar modification thereto. All of the Property and Lots of SUMMERWOOD TRAILS and any right, title or interest therein shall be owned, held, leased, sold, transferred and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth herein. The covenants, restrictions, conditions, easements, assessments and liens herein set forth are covenants running with the land at law as well as in equity, and shall constitute a general plan for the benefit of and be enforceable by all present and future Owners of any Lot or Lots in the Property and their heirs, personal representatives, successors and assigns, as well as by Declarant and the Association.

EXECUTED to be effective as of the date set forth above.

**Declarant:**

Summerwood Trails, LP,  
a Texas limited partnership

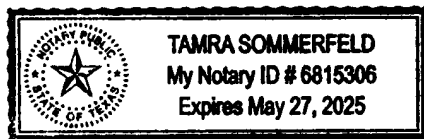
By: MHW Summerwood Trails, LLC,  
a Texas limited liability company, General  
Partner of Summerwood Trails, LP

By: [Signature]  
Name: Judy Czajkowski  
Title: Managing Member

STATE OF TEXAS                   §  
   §  
COUNTY OF Montgomery   §

This instrument was acknowledged before me on the 7 day of March, 2023, by Judy Czajkowski, Manager of MHW Summerwood Trails, LLC, general partner of Summerwood Trails, LP, on behalf of said entities.

[SEAL]



[Signature]  
Notary

**Declarant:**

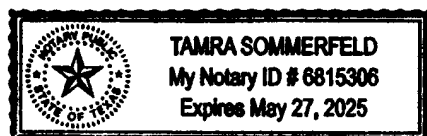
JB Whitney Financial LLC  
a Texas limited liability company

By: [Signature]  
Name: John Rodriguez  
Title: Principal

STATE OF TEXAS                   §  
   §  
COUNTY OF Montgomery   §

This instrument was acknowledged before me on the 7 day of March, 2023, by John Rodriguez, Principal of JB Whitney Financial LLC on behalf of said entity.

[SEAL]



[Signature]  
Notary

**NOTICE OF OBLIGATION TO SERVICE CUSTOMER  
TO PAY SPECIAL ASSESSMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This Notice is given to all properties and all lots located in the SUMMERWOOD TRAILS SUBDIVISION SECTION II and further referenced by the recorded plat of SUMMERWOOD TRAILS SECTION II as recorded in the Montgomery County, Texas Real Property Records file 2023020818.

Notice is herein provided that the service address for which you seek water and sewer services (the "Property") is subject to a special assessment by **Lake Conroe Hills Municipal Utility District** (the "District") pursuant to agreements with the Developer and the Development Funding Partner (the "Development Agreement").

Though the District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds to fund District water and sanitary sewer projects, in order to fund water and sanitary sewer facilities ("Facilities") to serve the property, the District has elected not to issue bonds, but to fund such facilities by a special assessment on District customers within said property, along with additional revenues to be received from the owners of tracts and parcels within the property.

As the purchaser of a lot or parcel within the subject property, you are obligated to pay a special assessment (the "Special Assessment") to the District for development costs associated with the construction of Facilities that the District required the developer to finance and which are set out in an agreement between the District and developer, and which are subject to being reimbursed by the District. The Special Assessment will appear as a separate line item on the service bill that will be received monthly from the District by all customers within the property. The Special Assessment is listed in the District's Rate Order as a separate charged item, separate from charges for water service and sewer service. All such charges are identified in the District's Rate Order, which sets out the rules and regulations of the District, along with the various fees and service charges for the District's customers in order to provide District services to your property.

The Special Assessment charged to customers within the subject property each month will be as follows:

**Residences. Each residential customer will be assessed \$40 per month.**

Upon the payment in full of all reimbursements due the property's developer, the Special Assessment will be terminated. It is anticipated that the Special Assessment will continue for no more than a ten (10) year period, though it may continue for a longer period so that the property's Developer and Development Funding Partner have been paid in full pursuant to the Development Agreement.



Exhibit "B"

If you have any questions regarding the Special Assessment, please contact the District's General Counsel, Radcliffe Bobbitt Adams Polley PLLC, located at 2929 Allen Parkway, Suite 3450, Houston, Texas 77019 or by telephone at (713) 237-1221 or email at [info@rbaplaw.com](mailto:info@rbaplaw.com).

**FAILURE TO PAY THE SPECIAL ASSESSMENT WILL RESULT IN PENALTIES AND INTEREST PURSUANT TO THE DISTRICT RATE ORDER, INCLUDING TERMINATION OF SERVICE.**

The undersigned customer acknowledges receipt of this notice before the effective date of a binding contract for service to the property located at the address provided below.

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Signature of Customer

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Property Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE OF OBLIGATION TO PROPERTY OWNER  
TO PAY SPECIAL ASSESSMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This notice is given to all properties and all lots located in the SUMMERWOOD TRAILS SUBDIVISION SECTION II and further referenced by the recorded plat of SUMMERWOOD TRAILS SECTION II as recorded in the Montgomery County, Texas Real Property Records file 2023020813.

Notice is herein provided that the service address (the "Property") for which you seek water and sewer services and for which roads, drainage and utilities were not all fully reimbursed through the Lake Conroe Hills Municipal Utility District ("District"), is subject to a special assessment by **the Summerwood Trails Homeowners Association** (the "HOA") pursuant to agreements with the developer and the Development Funding Partner.

Though the Property and all of Section II of Summerwood Trails Subdivision (the "Neighborhood") is in a Municipal Utility District; the District, will not reimburse the developer and the Development Funding Partner for costs and expenditures typical of most other developments. Additionally, the District will not issue bonds for any costs and expenditures, even the water and wastewater of which the District shall reimburse, as authorized for the repayment of new development within the District, thru taxes and a separate special assessment. Therefore, in order to provide properties at the most reasonable and comparable prices to builders and the homeowners, all while maintaining a significant lower tax rate than most municipal utility districts ("MUDs") in the area, the Home Owners Association has sought a financial agreement (the "Development Funding Agreement") with the Development Funding Partner by which the developer and the Development Funding Partner install and fund the roads, drainage and utility infrastructure to serve Summerwood Trails Subdivision, which includes the serviced address mentioned herein above and provide a cost effective way by which to finance the expenditures for the property owners. The HOA has elected to fund such infrastructure by a special assessment on HOA property owners within the Neighborhood.

As the purchaser of a lot or parcel within the subject property, you are obligated to pay the Special Assessment for Roads, Drainage and Utilities (the "Special Assessment") to the HOA. The Special Assessment for Roads, Drainage and Utilities will appear as a separate line item in the bill that will be received monthly from the HOA by all owners within the Neighborhood. The Special Assessment for Roads, Drainage and Utilities is listed in the HOA fees as a separate charged item, separate from charges for annual assessments and other special assessments or fees.

The Special Assessment for Roads, Drainage and Utilities is charged to the owners within the subject property each month will be as follows:

Exhibit "C"

**Residences. Each property owner within the Neighborhood, who is not the Declarant or a builder who the Declarant has conveyed the property to for construction of a home, but not in which to reside or to be leased, will be assessed \$20 per month.**

Upon the payment in full of all reimbursements due the property's developer, the Special Assessment will be terminated. For the approximately five (5) years, after the effective date of the Development Funding Agreement, the Special Assessment shall remain the same at \$ 20 per month. Starting on January 1, 2028, the Special Assessment shall increase at a rate of two and one-half percent (2.50%) per year and adjusted each January 1<sup>st</sup> thereafter. Additionally, when the separate Special Assessment for water and waste water is no longer applied to the amounts owed the developer and Development Funding Partner by the District, the amount of this separate Special Assessment fee of \$ 40 per month shall be added to the Special Assessment for Roads, Drainage and Utilities fee to accelerate the payback of the amounts owed in order to satisfy the Development Funding Partner; thereby, at that moment in time, this will become one single assessment of combined amounts collected through the HOA until the Neighborhood's Development Funding Partner has been paid in full pursuant to the Development Funding Agreement.

If you have any questions regarding the Special Assessment for Roads and Electrical Utilities, please contact the HOA's General Counsel, Roach & Associates, PLLC, located at 2001 Timberloch Place, Suite 500, The Woodlands, Texas 77380 or by telephone at (832) 789-1899 or email at [Debbie@roachpllc.com](mailto:Debbie@roachpllc.com) or [Jonathan@roachpllc.com](mailto:Jonathan@roachpllc.com)

**FAILURE TO PAY THE SPECIAL ASSESSMENT WILL RESULT IN PENALTIES AND INTEREST PURSUANT TO THE HOA GOVERNING DOCUMENTS AND GUIDELINESS AND WITH ALL RIGHTS ENTITLED TO THE DEVLEOPMENT FUNDING PARTNER, INCLUDING TERMINATION OF SERVICES, AND LIEN AND FORECLOSURE.**

The undersigned customer acknowledges receipt of this notice before the effective date of a binding contract on the property located at the address provided below.

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Signature of Customer

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, & RESTRICTIONS  
FOR SUMMERWOOD TRAILS HOMEOWNERS ASSOCIATION, INC.**

*After recording, please return to:*

**J.B. Whitney Financial, LLC  
171 Windfair Loop  
Montgomery, Texas 77316**

✓

FILED FOR RECORD  
03/15/2023 12:27PM



*L. Brandon Steinmann*  
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.

03/15/2023



*L. Brandon Steinmann*  
County Clerk  
Montgomery County, Texas