

**SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS**  
*for*  
**AMBER WOOD AT FALL CREEK HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the Managing Agent for Amber Wood at Fall Creek Homeowners Association, Inc. ("the Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the "Notice of Dedicatory Instruments for Amber Wood at Fall Creek Homeowners Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Amber Wood at Fall Creek Homeowners Association, Inc." filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Nos. 20120074135 and 20130592181 ("Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association:

Amber Wood at Fall Creek Homeowners Association, Inc. ("Association")  
Maintenance Responsibility Matrix.

Certificate of Secretary of Amber Wood at Fall Creek Homeowners  
Association, Inc. regarding Amendment to Bylaws of Amber Wood at Fall  
Creek Homeowners Association, Inc.


A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Notice is a true and correct copy of the original.

Executed on this 21<sup>st</sup> day of March, 2016.

**AMBER WOOD AT FALL CREEK HOMEOWNERS  
ASSOCIATION, INC.**

By: MASC, Austin Properties, Inc.,  
Managing Agent

  
\_\_\_\_\_  
Abigail Castrejon, Property Manager

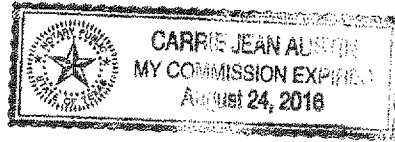
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THE STATE OF TEXAS  
COUNTY OF HARRIS

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BEFORE ME, the undersigned notary public, on this 21<sup>st</sup> day of MARCH, 2016 personally appeared Abigail Castrejon, Property Manager for MASC, Austin Properties, Inc., Managing Agent for Amber Wood at Fall Creek Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

*Carrie J. Austin*  
Notary Public in and for the State of Texas



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Amber Wood at Fall Creek Homeowners Association, Inc. ("Association")  
Maintenance Responsibility Matrix

**Please Note:** This Maintenance Responsibility Matrix is merely used as a guide and is not intended to take the place of the Association's Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, Bylaws and other Rules and Regulations.

Description of Improvement/Maintenance	HOA Responsibility	Homeowner Responsibility
<b>1) Landscaping</b>		
Common areas, except annual/perennials planted by homeowners (i.e. vegetation planted by homeowner)	YES	NO
Cross-Easement Area	YES	NO
Mulch, fertilize lawns, and trees	YES	NO
Shrubs	YES – EXCLUDING THOSE PLANTED BY OWNER.	YES – AS IT PERTAINS TO SHRUBS PLANTED BY OWNER.
Backyard deck/patio landscaping	NO – except for trimming grass, if accessible.	YES
Irrigation Systems	YES - unless damaged by Owner.	NO
French Drains	YES	NO
Grading	YES	NO
Grass mowing, reseeding	YES	NO
<b>2) Exterior not including roof (see separate)</b>		
Gutters and downspouts (cleaning, repairs, replacement when necessary)	YES - unless damaged by Owner.	NO
Brick repair & cleaning	YES	NO
Hardy-board siding cleaning & painting & replacement when necessary	YES	NO
Windows and other Glass Surfaces	NO	YES
Exterior Lights, unless upgraded by Owner	YES	NO

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Description of Improvement/Maintenance	HOA Responsibility	Homeowner Responsibility
Party Walls	NO	YES – SHARED COST AND MAINTENANCE BETWEEN THOSE WHO SHARE THE WALLS.
<b>3) Roof &amp; related</b>		
Roof	YES – MAINTENANCE & REPLACEMENT WHEN NECESSARY,	YES AS IT PERTAINS TO DAMAGE DUE TO WIND, HAIL, STORM - INSURANCE DEDUCTIBLE ONLY, unless damaged by Owner.
Decking	YES	NO
Overlay	YES	NO
Shingles	YES - MAINTENANCE	NO
Flashing	YES - MAINTENANCE	NO
Vent Caps	YES	NO

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Description of Improvement/Maintenance	HOA Responsibility	Homeowner Responsibility
Structural Framing, including mortar, flashing and bricks	<p>Paint and/or Stain Exterior of Residential Units. Repair and Replace exterior building surfaces.</p> <p>HOA - NOT responsible for structural framing or defects – this is homeowner responsibility.</p> <p>As for Mortar and Bricks – Repair and Replace.</p> <p>Unless damaged by Owner.</p>	<p>YES – STRUCTURAL FRAMING</p> <p>YES - necessary repairs related to foundation issues and/or builder structural defects, the homeowner is responsible, not the HOA.</p>
<b>4) Decks, Patios, Privacy Fences</b>		
Improvement installed by any homeowner, whether current or previous, located within Privacy Fence including vegetation planted in such area.	NO	YES
All fences installed by Declarant or HOA (including Privacy Fence)	YES - unless damaged by Owner.	NO
Coverings on deck flooring	<p>YES – CEMENT PATIO FLOOR ONLY.</p> <p>NO – PATIO DECKING (FLAGSTONE, PAVERS, STAMPED CONCRETE, ETC.)</p>	<p>YES – PATIO COVERINGS AND DECKING INSTALLED BY HOMEOWNER (FLAGSTONE, PAVERS, STAMPED CONCRETE, ETC.)</p>
Awnings	NO	YES
Sun shields on deck/patio	NO	YES
<b>5) Exterior Doors &amp; related</b>		

Description of Improvement/Maintenance	HOA Responsibility	Homeowner Responsibility
All locks and hardware	NO	YES
Doorbell	NO	YES
Entrance door replacement	NO	YES
Exterior painting, staining, caulking	YES	NO
Garage door exterior frame - repairs and paint	YES	NO – unless damaged by vehicle or other source other than normal wear and tear.
Painting of garage door	YES	NO
Exterior trim molding	YES	NO
House Number	YES	NO
Storm Shutters and Screens	NO	YES
Weather-stripping	NO	YES
<b>6) Insurance</b>		
Homeowner's Personal Property, Homeowner Improvements to their Lot, Personal Liability, Living Expense	NO	YES
All Buildings, Improvements and Personal Property of the Association included in the Common and Cross-Easement Areas.	YES	NO
<b>7) Road, Driveway and Sidewalks</b>		
Driveways, repair, replace or seal	YES - unless damaged by Owner.	NO
Cement entry walkways from driveway to front door of townhome (includes cleaning necessary from elements, not owner caused leaks, paint spills, etc.)	YES	NO
All Private Streets shown on Plats (now and hereafter recorded)	YES	NO
<b>8) Miscellaneous</b>		
Shutters	YES - unless damaged by Owner.	NO
Satellite Dish	NO	YES
Exterior Pipes (Water)	NO	YES
Wood fence that encloses west side of Amber Wood community	YES	NO

Description of Improvement/Maintenance	HOA Responsibility	Homeowner Responsibility
Breaker Boxes	YES – PAINT & APPEARANCE ONLY	YES - CONTENTS
Exterior building pesticide treatments of Termites/Other Wood- Destroying pest or organism	NO	YES
Exterior building pesticide treatments regarding bees, birds, wild animals, rodents and other pests	NO	YES
Water cut-off valve and hose bibs	NO	YES
Exterior Dryer and range hood vents	YES – but not internal cleaning	NO
A/C Unit, Compressor, etc.	NO	YES
Mailboxes	YES - unless damaged by Owner.	NO
9) Interior	NO	YES

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**CERTIFICATE OF PRESIDENT**  
*of*  
**AMBER WOOD AT FALL CREEK HOMEOWNERS ASSOCIATION, INC.**  
*regarding*  
**AMENDMENT**  
*to*  
**BYLAWS OF AMBER WOOD AT FALL CREEK**  
**HOMEOWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

I, Sauda Callahan, President of Amber Wood at Fall Creek Homeowners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 4<sup>th</sup> day of June, 2015, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

WHEREAS, Article VII of the Articles of Incorporation of the Association provides in pertinent part:

... Without limiting the power of the Members of the Association to amend or repeal the Association's Bylaws or to adopt new Bylaws, the Board of Directors shall have the power to amend or repeal the Association's Bylaws and to adopt new Bylaws. ...

WHEREAS, Section 22.102(c) of the Texas Business Organizations Code provides:

The board of directors may amend or repeal the bylaws, or adopt new bylaws, unless:

- (1) this chapter or the corporation's certificate of formation wholly or partly reserves the power exclusively to the corporation's members;
- (2) the management of the corporation is vested in the corporation's members; or
- (3) in amending, repealing, or adopting a bylaw, the members expressly provide that the board of directors may not amend or repeal the bylaw.

WHEREAS, there is no such restriction or reservation in the Association's Articles of Incorporation or Bylaws nor are there any vested rights specifically provided to the Association's Members;

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WHEREAS, state law supersedes any language contained in the Association's Bylaws regarding the procedure to amend the Bylaws; and

WHEREAS, the Board has determined that it would be in the best interests of the Association to amend the Bylaws.

NOW THEREFORE, BE IT RESOLVED, the Bylaws are amended as follows:

1. Article III, Section 1 of the Bylaws is amended and restated to read as follows:

Section 1. Annual Meetings. The annual meeting of the Association shall be held in the month of December each year, on a date and at a time designated by the Board of Directors.

2. Article XVI, Section 1 of the Bylaws is amended and restated to read as follows:

Section 1. These Bylaws may be amended by a majority vote of the Board of Directors subject to notice requirements provided by law or in these Bylaws. These Bylaws may also be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

All other provisions of the Bylaws of the Association shall remain in full force and effect.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing resolution was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 21 day of March, 2016.

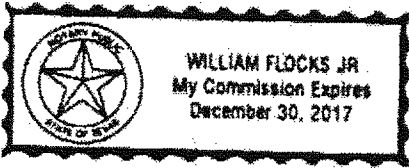
**AMBER WOOD AT FALL CREEK HOMEOWNERS  
ASSOCIATION, INC.**

By: Sauda Callahan  
Sauda Callahan, President

STATE OF TEXAS  
COUNTY OF HARRIS.

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This instrument was acknowledged before me on 21 day of March, 2016 by Sauda Callahan, President of Amber Wood at Fall Creek Homeowners Association, Inc. on behalf of said corporation.



[Signature]  
Notary Public in and for the State of Texas

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# Pages 11  
04/11/2016 02:11 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$52.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

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