

RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
THE GREENWAY COUNCIL OF CO-OWNERS



At a regular meeting of the Board of Directors of The Greenway Council of Co-Owners, said meeting being properly called and a quorum being present, came to be heard the matter of revising the Processing /Application process for sale transactions.

The Processing /Application fee must be paid at the time requested for said documents is submitted to the Greenway Management Office and is non-refundable.

For Lease:

- Processing / Application fee of \$250.00 payable to: Greenway Council of Co-Owners
- Lease Agreement signed by all parties involved
- Application for Waiver of Right of First Refusal
- Disclosure and Acknowledgement Form
- Lease Addendum I (Compliance with Restrictions)
- Lease Addendum II (Waiver of Right of First Refusal)

Collected from buyers at closing:

- Non-refundable move-in fee of \$200.00 payable to: Greenway Council of Co-Owners for supervisory and administrative costs.
- Refundable \$1000.00 move in deposit

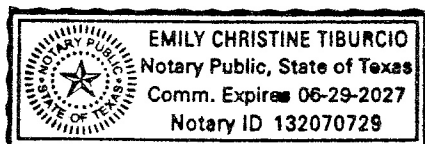
Required document must be completed in full before the application process will commence. Please be aware The Greenway Council of Co-Owners' Declaration of Condominium grants the Board of Directors ten (10) working days to exercise or waive the Right of First Refusal.

Ken Hicks / General Manager

STATE OF TEXAS

COUNTY OF HARRIS

This Resolution was acknowledged before me on this 12 day of May 2024, by Mark Stevens, as General Manager at of The Greenway Council of Co-Owners.



Notary Public, State of Texas



FOR SALE OR LEASE

Application Fee:

Sale \$ 450.00 (non-refundable)
Lease \$ 250.00 (non-refundable)

Move-in Charges:

Fee \$200 (non-refundable)
Deposit \$1,000 (refundable)

- (The Move-in fee covers supervisory and administrative costs.)
- (The deposit is for the protection of the hallways, carpet and freight elevators and will be refunded if no damage is found after the move is complete.)

All checks for the above fees should be made payable to Greenway Council of Co-Owners.

- The owner/lessee is responsible for electricity and chilled water (air conditioning) in his/her individual condominium; basic cable & internet are free. (Included with your HOA dues)
- Owner/lessee is responsible for his/her own Homeowner's Insurance. Contact Bee Bigtacio with Higginbotham at (713) 888-3951 for information regarding blanket insurance covered by The Greenway.
- Notify the management office of your move-in date to arrange for priority (not exclusive) use of the freight elevator and loading dock.
- Key fobs will be provided to you by the management office for a charge of \$25 each. You will see this charge on your first statement.
- The Greenway application is to be submitted to The Greenway Council of Co-Owners, along with the application fee, and a signed waiver of Right of First Refusal must be obtained for all leases and purchases.

APPLICANT (Principal Occupant)

Unit # _____

Name _____

Current Address _____ City _____ State _____ Zip _____

Home Phone (____) _____ - _____ Time at this address _____ Own _____ Rent _____

Landlord _____ Phone (____) _____ - _____

APPLICANTS IDENTIFIERS

Social Security Number:* _____ - _____ - _____ Date of Birth:* _____ - _____ - _____

Drivers License#: * _____ State: _____ Sex: Female _____ or Male _____

CONTACT ADDITIONAL INFORMATION

Phone: _____ Alt. Phone: _____

Email Address: _____

EMPLOYMENT HISTORY

Company Name:* _____

Country:* _____ City:* _____ State:* _____

Position:* _____

Salary:* \$ _____ Per Hour _____ Per Month _____ Per Year _____

Dates of Employment:* From: _____ to _____

Contact Name: _____

Phone Number:* _____ Fax: _____

FINANCES (Bank References)

Bank Name _____ Address _____

Account # _____ Phone (____) _____ - _____

Bank Name _____ Address _____

Account # _____ Phone (____) _____ - _____

PERSONAL REFERENCES (Please do not list family members or co-workers.)

Name _____ Phone (____) _____ - _____

Name _____ Phone (____) _____ - _____

Name _____ Phone (____) _____ - _____

OCCUPANTS (Who will be occupying the unit, in addition to the applicant.)

Name _____ Relationship _____

Name _____ Relationship _____

Name _____ Relationship _____

Have you or any of the proposed occupants ever been convicted of a misdemeanor or felony?

Yes _____ No _____

****Owners must register all pets with the Management Office****

Applicant represents that all the above statements are true and complete and hereby authorizes verifications of the above information, references and credit records. Applicant acknowledges that false information or unsatisfactory credit reports herein may be reason for rejection of this application, termination of right of occupancy and/or forfeiture of deposits.

Principal Occupant Signature _____ Date _____

EMERGENCY INFORMATION

Please complete the following information for the Management Office.

Name: _____ **Owner () Tenant ()**

Unit No. _____ Cell: _____ Office: _____

Other occupants of the condo:

Name/Relationship: _____ Cell: _____

Name/Relationship: _____ Cell: _____

Name/Relationship: _____ Cell: _____

Name/Relationship: _____ Cell: _____

Name/Relationship: _____ Cell: _____

Emergency contact, if any of the above cannot be reached:

Name: _____ Relationship: _____

Home: _____ Office/Cell: _____

Name: _____ Relationship: _____

Home: _____ Office/Cell: _____

If you desire to have your mail delivered to an address other than your GW address, please enter a mailing address:

Address: _____

City / State: _____ Zip _____

NOTE: If there are others who you wish to allow access to your condo (cleaning personnel, or other guests), you are required to complete a key authorization form for access during your absence. The key authorization cards are located in Resident Services.



DISCLOSURE AND ACKNOWLEDGMENT FORM

With respect to your purchase or lease of the condominium unit in the Greenway Condominiums, _____ Greenway Plaza, Unit No. _____ Houston, Texas 77046, you are hereby notified and informed that neither the owner of the condominium unit nor The Greenway Council of Co-Owners, guarantees or insures the quality, availability or effectiveness of the security services and systems provided in the condominium project. Further, you acknowledge that The Greenway Council of Co-Owners has not made any representations or warranties to you of any kind, and is not liable or responsible for any representations or statements made by an owner of the condominium unit or any real estate brokers or agents in connection with the sale or lease of the condominium unit.

I certify that I have provided _____, the prospective buyer or tenant, with copy of this Disclosure and Acknowledgment Form.

Date

Owner, Sales Associate, or Broker

I have received, read and understand this Disclosure and Acknowledgment Form.

Date

Prospective Buyer/Tenant

Date

Prospective Buyer/Tenant



Move-In and Move-Out Procedures

1. All move-ins and move-outs must be scheduled through the Management Office.
2. A **\$200.00 move-in or move-out fee** must be paid to The Greenway Council of Co-Owners at least 24-hours before the day of moving. (This fee covers supervisory and administrative costs.)
3. Any resident moving into or out of the building shall provide the Management Office with a **refundable security deposit of \$1,000.00** (check are accepted – the deposit is for the protection of the hallways, carpet and freight elevator).
4. The moving company shall provide a current Insurance Certificate to the Management Office not later than 72-hours prior to the scheduled move (please contact the Management Office if requirements are needed).
5. Move-ins and/or move-outs may be scheduled Monday through Friday, between the hours of 8:30 am to 4:30 pm, except major holidays. The moving company must be out of the building no later than 5:00 pm.
6. Management and Resident Services will see that the new resident has priority use of the freight elevator; however, **exclusive use of the freight elevator cannot be provided**. Elevator operating instructions will be provided to the moving company personnel.
7. All movers must obtain The Greenway Condominium I.D. badges from the Resident Services office at the dock.
8. Movers must use their own equipment and may not use any carts or hand-trucks belonging to The Greenway Condominiums.
9. Inner double doors at the service entrance may **not** be propped open or left unlocked at any time.
10. The floor of the hallway from the service elevator to the unit front door **must** be covered with Masonite or heavy cardboard (cardboard must be duct taped together) to prevent wear and damage to the carpet. If the moving company or resident does not have these materials available to them, please contact the Management Office to make arrangements for the use of such materials. The walls of the said hallways will be covered in the same or like material if they are subject to sustaining any damage during the move.
11. Prior to the commencement of the move, the movers and resident will be walked through the freight elevators and corridors that will be used during the move and any and all existing damage to the elevators and hallways will be noted. After the move is complete, a walk through of the same areas will be made and any new damages to the hallways and elevator will be noted. A bill for any new damages and/or loss to The Greenway Condominiums will be presented to the moving company. Any moving company who fails to pay for these damages will be prohibited from conducting any further moves at The Greenway Condominiums.
12. The movers may hold the elevators only while loading and unloading goods. When the movers are not using the elevator for immediate loading and unloading, they must release the elevator. Elevator use coordination will be communicated via the communication equipment provided.
13. Movers are not permitted to use the passenger elevators or the front lobby in Building 14 or Building 15 at any time.

I hereby acknowledge and agree to The Greenway Council of Co-Owners Move-In/Move-Out procedures as specified above:

Resident Signature: _____ Unit #: _____ Date: _____



LEASE ADDENDUM I

This addendum is a part of that certain Lease Agreement, dated ____/____/____

between unit owner _____, Lessor,
(please print)

and _____, Lessee, covering the property
(please print)

known as _____ Greenway Plaza, Unit _____, Houston, Texas 77046.

Compliance With Restrictions: Lessee, at his or its sole cost and expense, and every occupant and any guest or invitee of Lessee or any occupant of the leased premises shall comply with and abide by all of the restrictions and pertaining to the use of Resident's Unit and the Common Elements set forth in the greenway Declaration of Condominium, the By-Laws of the Greenway Council of Co-Owners, the Greenway Council of Co-Owners Community Rules, and the laws of the state of Texas now or hereinafter established governing the use of such Residential Units and the Common Elements, the contents of such are incorporated herein by reference as though set out herein verbatim. Lessee hereby acknowledges having been furnished copies of the documents listed above and covenants that every occupant of the leased premises shall likewise be furnished copies.

Should Lessee or any other occupant of the leased premises not comply fully with such restrictions pertaining to the use of the leased premises and the Common Elements and with the provisions of such Declaration, By-Laws, and Community Rules the Board of Directors of the Greenway Council of Co-Owners, a Texas non-profit corporation ("the Board") shall have and is hereby granted by Landlord the absolute right to cancel and terminate such lease, without any obligation or liability imposed on the Landlord, and for such purpose, the Board shall be regarded as the Landlord's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease and see to the removal of all contents and the vacation of all occupants of the leased premises.

Notwithstanding any language contained in the lease agreement described above, the leased premises may not be sublet to or be occupied by persons other than those named in the lease without the prior written approval of the Board of Directors.

Unit Owner

Lessee



LEASE ADDENDUM II

WAIVER OF RIGHT OF FIRST REFUSAL AND CONSENT TO LEASE

The undersigned, The Greenway Council of Co-Owners (the "Council"), pursuant to the provisions of Section 3.1 of the Declaration of the Greenway Condominium (the "Declaration") recorded in Volume 110, Page 100 of the Condominium Records, Harris County, Texas, does hereby consent to the following lease and waive the right of first refusal granted the Council pursuant to the provisions of Section 9.1 of the Declaration insofar as, but only insofar as, same relates to the following transaction, to wit:

Unit Owner: _____ Tenant: _____

Leased Premises: Residence Unit # _____ Parking Spaces _____ and _____

This Waiver of Right of First Refusal shall not be applicable to any future lease.

Pursuant to the provisions of Section 9.4 of the Declaration and in consideration of the aforesaid consent and Waiver of Right of First Refusal by the Council, Landlord, Tenant and the Council agree as follows:

- (a) Terms which are defined in the Declaration shall have the same meaning when used herein unless a different meaning is expressly indicated.
- (b) The aforesaid Residence Unit may not be sub-let or occupied by any other persons other than those named herein as "Tenant." Tenant and all guests and invitees of Tenant hereby agree to comply with and abide by all of the restrictions pertaining to the use of the Residence Unit and the Common Elements as set forth in the Declaration, the By-Laws, the Community Rules and Regulations and the laws of the State of Texas now or hereafter established governing the use of such Residence Unit and the Common Elements. Should Tenant fail to comply with the provisions of the preceding sentence, such failure shall constitute a default under the Lease and the Council shall have the right, at its option, to cancel and terminate the Lease without further notice and in such regard, Landlord hereby authorizes the Council to act as Landlord's agent to take such steps as may be necessary to effect the cancellation and the termination of the Lease, and Tenant hereby recognizes and confirms the authority created hereby in the Council to exercise such right as Landlord's agent.
- (c) Landlord and Tenant agree to be jointly and severally liable to the Council for compliance by Tenant and all guests and invitees of Tenant with the terms and provisions of the Declaration, the By-Laws, and the Rules and Regulations and in the event of any failure to comply therewith by Tenant or any guest or invitee of Tenant, the liability of Tenant hereunder may be enforced by the Council against Landlord and Tenant, jointly and severally, without any nature of notice to, demand upon, proceeding against or judgment against the other.
- (d) Notwithstanding the Lease, Landlord agrees to continue to be primarily liable to the Council for all sums due under the Declaration, including, without limitation, all Common Expense Charges and Special Assessments.

Agreed to by:

Owner signature: _____ Tenant signature: _____

Executed this _____ day of _____.

The Greenway Council of Co-Owners, 14 Greenway Plaza, Houston, Texas 77046

Greenway Representative: _____

State of Texas §
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared _____ of The Greenway Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____.

Notary Public in and for The State of Texas _____