

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS  
for  
GREENWAY OAKS OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the Authorized Representative for Greenway Oaks Owners 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 Instrument for Greenway Oaks Owners Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Greenway Oaks Owners Association, Inc." filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Nos. Y334791 and 20130198228, respectively (collectively the "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:

Leasing and Occupancy Policy for Greenway Oaks Owners Association, Inc.

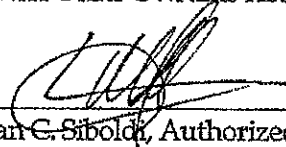
A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

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 8<sup>th</sup> day of December, 2016.

GREENWAY OAKS OWNERS ASSOCIATION, INC.

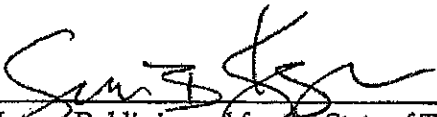
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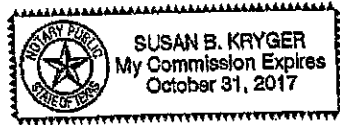
  
\_\_\_\_\_  
Christian C. Sibold, Authorized Representative

RP-2016-550611

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 8<sup>th</sup> day of December, 2016 personally appeared Christian C. Siboldi, Authorized Representative of Greenway Oaks Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



RP-2016-550611

LEASING AND OCCUPANCY POLICY  
*for*  
GREENWAY OAKS OWNERS ASSOCIATION, INC.

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STATE OF TEXAS     §  
                              §  
COUNTY OF HARRIS §

RECITALS

1. South Boulevard Corporation, a Texas corporation, as Declarant, caused the instrument entitled "Condominium Declaration for Greenway Oaks" (the "Declaration") to be recorded in Volume 88, Page 1, *et seq.*, of the Condominium Records of Harris County, Texas on October 19, 1978, which instrument imposes various covenants, conditions and restrictions on the property known as Greenway Oaks, a condominium regime located in Harris County, Texas as established and described in the Declaration.

2. Paragraph 29(h) of the Declaration provides various restrictions on leasing of units, including, (i) that no Owner may lease his or her Condominium unit for hotel or transient purposes, (ii) that no Owner may lease less than the entirety of the unit, (iii) that all leases must be in writing and (iv) that all leases must provide that each tenant must comply with the provisions of the Declaration and the Bylaws of Greenway Oaks Owners Association, Inc. (the "Association").

3. Section 82.102(a)(7) of the Texas Uniform Condominium Act (the "Act") authorizes the Association's Board of Directors (the "Board") to adopt and amend rules regulating the use, occupancy, leasing or sale of Condominium units and General Common Elements.

4. Article IV, Section 3(b) of the Bylaws provides that the Board has the authority to promulgate rules related to the use and occupancy of the Condominium units.

5. Pursuant to the Declaration, the Bylaws and the Act, the Board hereby adopts this Policy for the purposes of establishing rules and regulations for the leasing and occupancy of Condominium units located within Greenway Oaks.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all Owners and Tenants (defined below) within Greenway Oaks. This Policy replaces any previously recorded or implemented policy relating to leasing and occupancy in Greenway Oaks.

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## LEASING AND OCCUPANCY POLICY

### 1. Definitions

- a. "Tenant" means a person(s) who is authorized by a Lease (defined below) to occupy a Condominium unit. Tenant includes any person(s) who occupies a Condominium unit whether or not the person's name is on the Lease.
- b. "Lease" means any agreement between an Owner and a Tenant(s) that establishes the terms, conditions, rules, or other provisions regarding the use and occupancy of a Condominium unit.
- c. "Felony" means a felony conviction in any city, county, state or federal court in the United States of America or its territories, and/or any final adjudication of a crime in a foreign country which, if prosecuted in the United States of America or its territories, would have been prosecuted as a felony.

All other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

### 2. Rules and Regulations

- a. Pursuant to Paragraph 29(h) of the Declaration, no Owner may lease his or her Condominium unit for hotel or transient purposes. For purposes of this Policy, a lease term that is less than thirty (30) consecutive days is deemed to be a lease for hotel or transient purposes.
- b. In the event that a Lease which has a term of thirty (30) consecutive days or longer expires, and the Owner and lessee desire to extend the lease, a new lease for a term of not less than thirty (30) consecutive days is required.
- c. Pursuant to Paragraph 29(h) of the Declaration, an Owner is not permitted to lease a room or rooms in the Condominium unit or any portion less than the entirety of the Condominium unit.
- d. Pursuant to Paragraph 29(h) of the Declaration, each Lease must be in writing and must provide that each Tenant is bound by and subject to all of the obligations under the Declaration, the Bylaws, this Policy and all other rules and regulations duly adopted by the Association.
- e. Pursuant to Section 8(o) of the Bylaws, not more than two (2) persons per bedroom may occupy a Condominium unit, unless otherwise allowed or mandated by law. Any room, space or area in the Condominium unit that was, in the sole and absolute discretion of the Board, originally intended for use as a kitchen, breakfast room, dining room, bathroom, living room, utility room, closet, hallway, or common area is not considered a bedroom for the purposes of this Section 2(e). The Board has the sole and absolute discretion to grant a variance from this occupancy provision.

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- f. No Owner may Lease a Condominium unit to a person who has been convicted of a Felony. No Owner may allow a Tenant to reside in a Condominium unit if the Tenant has been convicted of a Felony. In the event that the Association determines, during the term of a Lease, that a Tenant has been convicted of a Felony (whether or not the Felony conviction occurred prior to, or subsequently after, the Tenant occupied the Condominium unit under the Lease), the Association will notify the Owner in writing; the Owner must, within fourteen (14) days of the date of the notice, (i) terminate the Lease so that the Tenant no longer resides in the Condominium unit upon the expiration of the fourteen (14) day period; or (ii) begin, and diligently continue, the eviction process to have the Tenant evicted from the Condominium unit. A letter sent by the Owner to the Tenant notifying the Tenant of the eviction (hereinafter referred to as the "notice to vacate letter") will be considered the beginning the eviction process. The Association will consider the filing of a forcible entry and detainer lawsuit (commonly known as an eviction lawsuit) within twenty (20) days of the date the notice to vacate letter was sent and pursuing the lawsuit through trial as continuing the eviction process. Upon the expiration of the fourteen (14) day period, the Association may levy a fine of \$200.00 per week against any Owner who (i) fails to terminate the Lease or (ii) fails to begin, and diligently continue, the eviction process as required by this Section 2(f).
- g. It is the Owner's responsibility to confirm that a Tenant has not been convicted of a Felony. Before occupying a Condominium unit, each Tenant must sign a notarized statement in a form to be provided by the Association swearing that the Tenant has not been convicted of a Felony. Provided that, the Owner may provide such a notarized statement with written approval from the Board. The Association has no obligation to conclusively determine that a Tenant has not been convicted of a Felony.
- h. Copies of the signed Lease and the notarized statement stating that the Tenant has not been convicted a felony must be provided to the Association before a Tenant occupies a Condominium unit.
- i. In the event of a violation of any term or provision of this Policy, with the exception of Section 2(f), above, and subject to any notice requirement imposed by law, the Association may levy an initial fine of up to \$250.00 and additional fines of up to \$150.00 per week until the violation is corrected. Any fine levied under this Policy will be considered an assessment pursuant to Section 82.113 of the Act. The Board is authorized, at its sole discretion, to impose a lesser fine, or no fine at all, for a violation of this Policy. This fine schedule, and the fine schedule referenced in Section 2(f) above, is in addition to, not in lieu of, any other remedy the Association may have to pursue a violation of this Policy and in no way estops the Association from pursuing any other legal remedy to enforce this Policy or the Association's dedicatory instruments.

[Signature Page to Follow]

CERTIFICATION

I hereby certify that, as Secretary of Greenway Oaks Owners Association, Inc., the foregoing Leasing Policy was approved on the 16 day of November 2016, at a meeting of the Board of Directors duly called at which a quorum at all times was present.

DATED, this the 5 day of Dec., 2016.

By: *Stanford T. Stanton*

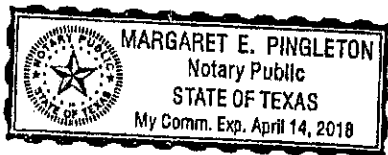
Printed: Stanford T. Stanton

Its: Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 5<sup>th</sup> day of December 2016 personally appeared Stanford T. Stanton, Secretary of Greenway Oaks Owners Association, Inc., 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 in the capacity therein expressed.

*Margaret E. Pingleton*  
Notary Public in and for the State of Texas



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# Pages 7  
12/08/2016 12:20 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$36.00

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