



## ***RULES AND REGULATIONS NPOAN STORAGE FACILITY***

1. ENTRY TO THE FACILITIES IS AT YOUR OWN RISK.
2. Storage units are only available to NPOAN members who own property and live within the Newport Subdivision and the actual property stored must be the property of the resident renting the storage unit. No sub-leasing will be allowed.
3. Because of the high demand for storage spaces by residents, only one space per resident address, unless and until units become available. Then, Units will be leased on a first come first serve basis to residents in good standing.
4. NPOAN will attempt to assign a particular size space and location requested, however if, for any reason, NPOAN cannot accommodate the request, it will communicate what, if any, alternatives are available.
5. Tenants may only store operable, valid licensed/permitted vehicles such as boats with trailers, RVs, Motor homes, and campers in the enclosed units. Utility trailers may be stored in the open storage spaces. Storage of any other types of vehicles must be approved in writing by NPOAN.
6. Tenants MAY NOT STORE under any circumstances, the following:
  - (1) Any living creature or organisms, or any dead animal or other carcass;
  - (2) Gasoline, oil, fuel, grease, anti-freeze, or flammable chemicals except that contained within an operable vehicle or boat fuel tanks and engine;
  - (3) Explosives, fireworks, or ammunition;
  - (4) Corrosive, toxic, poisonous, or hazardous materials or waste;
  - (5) Asbestos or asbestos-containing construction materials;
  - (6) Personal property not used in connection with the use of the stored boat, RV, motor home or camper;
  - (7) Lawn debris (grass clippings, brush, etc.);
  - (8) Construction debris, tires, oil or batteries, whether new or used;
  - (9) Items having a noxious smell (in NPOAN sole judgment
  - (10) Marijuana and/or controlled substances;
  - (11) Prohibited weapons under the Texas Penal Code;

(12) Stolen property, and items illegal for self storage under any law;

7 WITHOUT NPOAN'S PRIOR WRITTEN CONSENT, Tenant MAY NOT do any of the following:

- (1) Major maintenance or repair, welding, painting
- (2) Alter, paint, or deface any part of the space or facility;
- (3) Put weight on or attach anything to structural elements;
- (4) Put holes in floor or other parts of the leased space;
- (5) Have a visible signor install an alarm system in or on the space;
- (6) Modify electrical service or use electricity except for lights or charging batteries.

8 Tenant(s) are responsible for damage done to the storage space, other than normal wear and tear caused by ordinary use. Damage must be reported to NPOAN or its representative in timely manner. The cost of any/all repairs are the responsibility of the Tenant(s) and must be paid in full of in 30 days of receipt of the invoice.

9 Tenants are responsible for notifying NPOAN if they are no longer using a storage space. Rent will continue and Tenant is responsible for such charges, until NPOAN receives written notification of termination as required in the Storage Lease Agreement.

10 Tenants shall notify NPOAN in writing within 15 days if a change in property storage occurs.

11 Tenants are required to keep the storage space clean and to pick up their trash prior to leaving the area. Please do not litter. All trash/debris shall be bagged and disposed of into trash container(s) provided within the fenced area.

12 Hunting is prohibited.

13 Firearms and weapons are prohibited, except for current LTC holders.

14 Open fires are prohibited.

15 All alcoholic beverages and illicit drugs are prohibited.

16 Pets shall be leashed at all times. Please clean up after your pets. Pets shall not be left unattended at the facilities.

17 Each Tenant will be provided with one (1) automatic gate opener per storage unit, to access or exit storage area. The gate will close automatically after a time delay. The delay is such to allow adequate time to make passage but please enter or exit in a timely fashion. Should problems occur with the gate, please call the number provided (281-462-4199) for assistance.

**Note: The gate opener is coded and assigned to the resident renting the storage space. It is computer monitored and controlled and each entry/exit is recorded and logged.**

**18 AUTOMATIC GATE-HOURS OF OPERATION**

**The automatic gate system will not be operable between the hours of 10:00 PM and 4:00 AM except by Harris County Sheriff Service, Fire Department and/or NPOAN representatives. Please plan your schedule accordingly, and make sure you exit the facility prior to the 10:00 PM lockup.**

**19 Tenant agrees to drive safely and not to exceed 15 miles per hour. Privileges are subject to revocation for reckless driving or excessive speed. PLEASE DRIVE SAFELY.**

**20 The road may be impassible because of weather condition, – DRIVE AT YOUR OWN RISK.**

**21 Any Law Enforcement or Government Agency has the authority to remove anyone from the area for disobeying the rules or endangering the safety of himself or another person or persons.**

**22 Trespassers will be prosecuted.**

**23 The Tenant is responsible for ensuring compliance with all laws enacted by the State of Texas and Federal Government and reasonable conduct of all family members and their guests.**

**24 If you are found to be violating these rules, the Board of Directors can terminate your privileges.**

**25 The monthly rental rate for storage spaces are set by the Board of Directors. Rent must be paid on or before the first day of each month. A \$10.00 late fee is due if the rent is not received by the 5<sup>th</sup> day of the month. If the rent is not properly paid with in 30 days of your first late fee, NPOAN may seize and sell or tow the property that is placed in the NPOAN storage area.  
NPOAN representatives have the ability to de-activate individual gate operators and/or replace the lock on the individual storage unit until an account that is past due is paid in full.**

**26 ROUTINE INSPECTIONS:**

**NPOAN retains the right to make routine inspections of all units to verify compliance of the STORAGE RULES & REGULATIONS.**

**27 All inquiries are to be directed to NPOAN (281) 462-4199.**

**ENJOY THE NPOAN FACILITIES AND HELP KEEP THEM CLEAN!**

**BY AFFIXING YOUR SIGNATURE, YOU CONFIRM THAT YOU HAVE READ  
AND ACCEPT THE TERMS AND CONDITIONS OF THESE RULES AND  
REGULATIONS:**

**NAME OF TENANT:** \_\_\_\_\_ **(print)**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

FILED FOR RECORD

11:05:52 AM

Friday, June 29, 2018

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Friday, June 29, 2018



*Stan Stewart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

AFFIDAVIT FOR THE FILING OF DEDICATORY INSTRUMENTS

THE STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, SECTION 202.006 of Title 11 of the Texas Property Code require that a property owner's association file its dedicatory instruments in the real property records of the county in which the property is located, and


WHEREAS, The New Property Owner's Association of Newport, Inc. dba Newport Property Owner's Association (the "Association") is a property owner's association as the term is defined in Title 11 of the Texas Property Code.

NOW, THEREFORE, true copy of the following dedicatory instrument of The New Property Owner's Association of Newport, Inc. adopted June 13, 2018 is attached hereto, including:

**NEWPORT PROPERTY OWNER'S ASSOCIATION  
RULES AND REGULATIONS FOR STORAGE FACILITY**

This document replaces Rules and Regulations for Stables recorded under  
Film Code No. 529-92-3722 of the Harris County Real Property Records

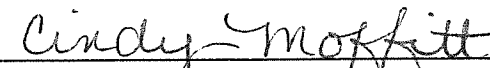
FURTHER, other dedicatory instruments of The New Property Owner's Association of Newport, Inc. have already been filed in the public records of Harris County.

  
\_\_\_\_\_  
Carol Jones, Community Manager

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Carol Jones, whose position is Community Manager for The New Property Owner's Association of Newport, Inc., known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed same for the purposes and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 14<sup>th</sup> day June, 2018.

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

Return to:  
Newport Property Owner's Association  
P.O. Box 1362  
Crosby, Texas 77532

