

# THE NEW PROPERTY OWNERS ASSOCIATION OF NEWPORT

## AGREEMENT FOR LAKE/RIVER ACCESS

This agreement is made the \_\_\_\_th day of \_\_\_\_\_, 201\_\_, by and between The New Property Owners Association of Newport, Inc., hereinafter sometimes referred to as "NPOAN", and \_\_\_\_\_, hereinafter referred to as "Member", and the parties agree as follows:

1. This agreement provides for pedestrian and vehicular ingress and egress to and from the following areas:  
(1) The beach area adjacent to the San Jacinto River, (2) the marina site adjacent to Lake Houston from So. Diamondhead Blvd, as more fully described in the General Warranty Deed dated November 22, 1996 from Newport Partners to Lakewood Development Corporation recorded under Clerk's File No. S02347 of the Official Public Records of Real Property of Harris County, Texas.
2. This agreement does not constitute a conveyance of the above described land or the minerals therein or hereunder.
3. NPOAN shall not be liable or responsible for, and shall be saved and held harmless by Member from and against any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including all expenses of litigation, court costs, and attorney's fees incurred by reason on injury or death to any person, persons, or damage to property arising out of, or occasioned by, directly or indirectly. Member's exercise of rights provided by this Agreement, including claims and damages arising in whole or part from the negligence of said Member. It is the expressed intent of the parties to the Agreement that the indemnity provided for in this paragraph is an indemnity extended by Member, to indemnify and protect NPOAN from the consequences of Member's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death or damage. Member further agrees to defend, at its own expense, and on the behalf of NPOAN any claim or litigation brought in connection with any such injury, death, or damage.
4. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

I, \_\_\_\_\_, Member, verify that he/she/they currently reside or own property within the Newport Subdivision, and agree to abide by this agreement and the Rules and Regulations for Lake/River access, which are incorporated into this Agreement for all purposes as fully set forth. Failure to abide by the terms of this Agreement and the Rules and Regulations (attached) for Lake/River access is cause for termination of the Agreement and loss of privileges for river access.

**MEMBER(S)**

**Signature of person signing for key (COST OF KEY IS \$15.00)**

\_\_\_\_\_

**Printed name and birthday of each family member who will receive a permit and/or will be using the key. COST PER PERMIT \$5.00 PER YEAR. ANYONE OVER THE AGE OF 16 THAT WILL BE GOING TO THE LAKE/RIVER ON THEIR OWN WILL REQUIRE A PERMIT.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Newport Property Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Mailing address if different from above:**

\_\_\_\_\_  
\_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Work/Cell Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**TX Driver's License #** \_\_\_\_\_

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

**Date:** \_\_\_\_\_ **Check#** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**# of Permits:** \_\_\_\_\_ **Key # issued:** \_\_\_\_\_

**Account#** \_\_\_\_\_

Newport Property Owners Association, Inc  
PO Box 1362  
Crosby, Texas 77532  
Phone: 281-462-4199 Email: dparisher@newportpou.com