

**THE NEW PROPERTY OWNER'S ASSOCIATION OF NEWPORT, INC. d/b/a
NEWPORT PROPERTY OWNERS ASSOCIATION
STORAGE FACILITY RULES AND REGULATIONS
Revised Effective July 30, 2026**

- 1) ENTRY TO THE FACILITIES IS AT YOUR OWN RISK.
- 2) Storage units are only available to property owners actually living 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) NPOAN, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND MANAGEMENT AFFILIATES SHALL NOT BE LIABLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY TENANT, FROM AND AGAINST ANY AND ALL LAWSUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OF LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES INCURRED AS A RESULT OF INJURY OR DEATH TO ANY PERSON, PERSONS, OR DAMAGE TO PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF NPOAN, UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF TENANT AND NPOAN.

IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY THAT PROTECTS NPOAN FROM THE CONSEQUENCES OF TENANT AND NPOAN'S NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE, JOINT OR CONCURRENT CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE TO ANY PERSON OR PROPERTY. TENANT FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF NPOAN ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE.

- 4) 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-served basis to residents in good standing.
- 5) 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.
- 6) Tenant may only store operable, valid licensed/permitted vehicles, such as boats with trailers, RVs, Motor Homes, Utility Trailers and Campers. Storage of any other types of vehicles must be approved in writing by NPOAN.
- 7) Tenant 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 inflammable 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;

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- 6) Lawn debris (grass clippings, brush, etc.);
 - 7) Construction debris, tires, oil or batteries, whether new or used;
 - 8) Items having a noxious smell (in NPOAN sole judgment);
 - 9) Marijuana and/or controlled substances;
 - 10) Prohibited weapons under the Texas Penal Code;
 - 11) Stolen property, and items illegal for self-storage under any law.
- 8) 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.
- 9) Tenant is responsible for damage done to the storage space, other than normal wear and tear caused by ordinary use. Damage must be reported to NPOAN in a timely manner. The cost of any/all repairs are the responsibility of the Tenant and must be paid in full within 30 days of receipt of the invoice.
- 10) Tenant is 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 notification of termination as required in the Storage Lease Agreement.
- 11) Tenant shall notify NPOAN in writing within 15 days if a change in property storage occurs.
- 12) Tenant is 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 containers provided within the fenced area.
- 13) Hunting is prohibited.
- 14) Firearms and weapons are prohibited.
- 15) Open fires 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.

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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 p.m. and 4:00 a.m. except by Constable Service, Fire Department and/or NPOAN representatives. Please plan your schedule accordingly and make sure you exit the facility prior to the 12 Midnight 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 conditions – 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 rental rate for Storage Space Number _____ is \$ _____ per month. 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 5th day of the month. If the rent is not properly paid, NPOAN is authorized to seize and sell or tow the property that is placed in the NPOAN storage area as outlined below under the section entitled FAILURE TO PAY MONTHLY RENT. (SEE STORAGE LEASE AGREEMENT).
- 26) ROUTINE INSPECTIONS. NPOAN retains the right to make routine inspections of all units to verify compliance of the STORAGE RULES AND REGULATIONS.
- 27) If any attention is needed to the storage area or access, please notify NPOAN at 281-462-4199.
- 28) All inquiries regarding the storage area are to be directed to NPOAN at the following number: 281-462-4199.

ENJOY THE NPOAN FACILITIES AND HELP KEEP THEM CLEAN!

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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 NAME)

SIGNATURE: _____

DATE: _____

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AFFIDAVIT FOR THE FILING OF DEDICATORY INSTRUMENTS

STATE OF TEXAS

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COUNTY OF HARRIS

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RP-2026-324150
08/10/2026 RP1 \$41.00

WHEREAS, SECTION 202.006 of Title 11 of the Texas Property Code requires 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. (2) 10R

NOW, THEREFORE, true copy of the following dedicatory instrument of The New Property Owner's Association of Newport, Inc. adopted July 30, 2026 is attached hereto, including:

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

This document replaces Rules and Regulations NPOAN Storage Facility recorded under
Film Code No. RP-2018-292871 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.

Teresa Platt

Teresa Platt, Community Manager

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared TERESA PLATT, whose position of 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. 10R
10R

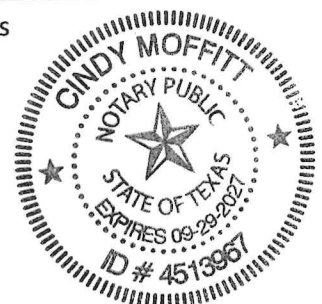
SUBSCRIBED AND SWORN TO BEFORE ME on this 30th day of July, 2026.

Cindy Moffitt

Notary Public for the State of Texas

Return to: ✓

Newport Property Owner's Association
P. O. Box 1362
Crosby, TX 77532



FILED FOR RECORD

8:00:00 AM

Monday, August 10, 2026

Laneshia Hudspeth

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

Monday, August 10, 2026



Laneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS