

ADDITIONAL DEDICATORY INSTRUMENT
for
POINT AQUARIUS OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher J. Archambault who, being by me first duly sworn, states on oath the following:


“My name is Christopher J. Archambault, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the attorney for POINT AQUARIUS OWNERS ASSOCIATION. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original, official documents from the Association’s files, which are kept in the normal course of business, by the custodian of records:

1. Amended Storage Space Use Rules and Regulations

DATED this 21st day of November, 2024.

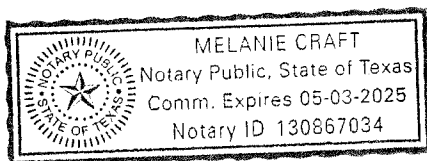
**POINT AQUARIUS OWNERS
ASSOCIATION**

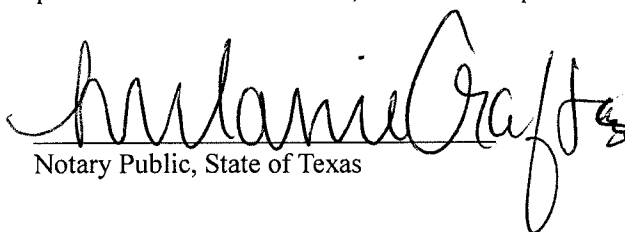


Christopher J. Archambault, Attorney for POINT
AQUARIUS OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 21st day of November, 2024, by the said Christopher J. Archambault, Attorney for Point Aquarius Owners Association, a Texas non-profit corporation, on behalf of said corporation.





Notary Public, State of Texas

AMENDED STORAGE SPACE USE RULES AND REGULATIONS
for
POINT AQUARIUS OWNERS ASSOCIATION

WHEREAS, the property affected by this instrument is subject to certain dedications, covenants and restrictions (the "**Declaration**") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

Section One-Clerk's File No. 267859; Section One (Amendment)-Clerk's File No. 273735; Section One (Amendment)-Clerk's File No. 289514; Section One (Amendment) - Clerk's File No. 289517; Section One (Amendment) -Clerk's File No. 363418; Section Two - Clerk's File No. 267860; Section Two (Amendment) - Clerk's File No. 363419; Section Three - Clerk's File No. 274519; Section Three (Amendment)-Clerk's File No. 363420; Rep/at a/Section Five (Amendment and Restatement) - Clerk's File No. 9147286; Section Six - Clerk's File No. 291427; Section Six (Amendment) - Clerk's File No. 363423; Section Seven - Clerk's File No. 8931385; Section Seven (First Amendment) - Clerk's File No. 8947594; Section Seven(Second Amendment)-Clerk's File No. 9019239; Section Eight - Clerk's File No. 9021168; Section Nine-Clerk's File No. 9021170; Partial Rep/at a/Section One-Clerk's File No. 9125463; Partial Rep/at of Reserve of Section One (First Amendment)-Clerk's File No. 9131033; Section Ten (Amended and Restated)-Clerk's File No. 9149702; Summerchase Section One (Corrected Declaration) - Clerk's File No. 2006-047887; and

WHEREAS, pursuant to the authority vested in Point Aquarius Property Owners Association (the "**Association**") in the Declaration and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "**Board**") hereby promulgates the following Amended Storage Space Use Rules and Regulations; and

WHEREAS, Section 204.010 of the Texas Property Code permits the Association, acting through its board of directors, exercise all powers necessary and proper for the governance and operation of the Association; and

WHEREAS, the Association finds it necessary and desirable to establish and adopt a clear, concise, and a uniform set of procedures for the use of storage space in the Point Aquarius Subdivisions (the "**Subdivision**");

NOW, THEREFORE, BE IT RESOLVED that the following procedures are hereby established for the Association regarding the use of storage space within the Subdivision.

The following Storage Space Use Rules and Regulations apply to any and all storage space located in the Point Aquarius Subdivisions (sometimes referred to as the "**Subdivisions**"), and leased by an owner in the Subdivisions from the Association.

[This Section Intentionally Left Blank]

I. STORAGE SPACE LEASE AND USE AGREEMENT

Each Tenant who leases a Storage Space ("Space") must sign a Storage Space Lease and Use Agreement (the "Agreement") to store property.

II. INSURANCE

Tenant, at Tenant's expense, shall maintain, at any and all times during the term of this Agreement, insurance coverage. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella/excess liability policies. Insurance obtained by Tenant shall cover liability arising out of acts of Tenant, Tenant's family members, invitees, guests, visitors, contractors, employees, agents, or any other person entering the Space under express or implied invitation of Tenant (hereinafter collectively, the "Tenant Group"). The Association shall not be liable for any injuries, illness, death or property damage resulting from or caused by the use of the Storage Space by Tenant Group. All insurance coverage required herein shall be primary to all insurance available to the Association, its respective officers, directors, members, committees, agents and employees, insurers, contractors or subcontractors and any of their successors, assigns, with insurance, if any, maintained by the Association being excess secondary, and non-contributing. Where necessary, coverage shall be endorsed to provide such primary liability.

III. MAINTENANCE

Tenant shall maintain the Space and keep it free from waste or nuisance to Association's satisfaction. Tenant shall, upon the termination or expiration of the Agreement, leave the Space in a clean and good condition, reasonable wear and tear excepted. In the event, the Association, in its sole discretion determines that Tenant has failed to maintain or repair the Space, the Association shall have the right, but not the obligation, to cause the Space to be repaired and/or cleaned, and Tenant shall pay to the Association any costs as a result of such maintenance, repair or cleaning (i) within ten (10) days of Tenant receiving written notice from the Association (such notice shall be given at Association sole discretion and Association's failure to give such notice to Tenant shall not, in any event, waive the Tenant's obligation to pay any sums due under this section), (ii) on the first day of the month following such repairs, maintenance, or cleaning or (iii) on the termination or expiration of the Agreement, whichever is earlier.

The Association may terminate the Storage Space Lease and Use Agreement if Tenant fails to maintain the space as provided herein.

IV. TAXES

Tenant shall pay and all taxes, licenses, and fees levied or assessed on Tenant or Tenant's property, placed by Tenant in or around the Space.

Tenant shall reimburse the Association on demand for all taxes or governmental charges, State or Federal, that Association may be required or deem it necessary to pay on Tenant's behalf, including taxes levied or assessed against the Association or Association's property as a result of

Tenant placing Tenant's property in the Space. Tenant agrees to furnish the Association with information required to enable it to make the necessary reports and to pay such taxes or charges.

If Tenant fails to comply with the provisions of this Section, the Association may terminate the Agreement, and Tenant's rights under the Agreement shall be null and void.

V. LAWS, RULES AND REGULATIONS

- A. The Tenant agrees to comply with all laws, rules and regulations, which are or may hereafter become applicable and shall protect, defend, indemnify, and hold the Association harmless from and against any liabilities, fines, or penalties asserted or assessed as a result of any violation or lack of compliance.
- B. If the Association is required to pay any fine or penalty resulting from the Tenant's failure to comply with any law, rule, or regulation, the Tenant shall immediately reimburse the Association for any such payment.
- C. In the event any provision of these Rules and Regulations is determined to be void or contrary to any applicable law, rule, or regulation, said provision shall be deemed to be modified to the extent required to comply with said law, rule, or regulation, and these Rules and Regulations as so modified, shall remain in full force and effect.

VI. SPILLAGE

The Tenant Group shall not cause any fuel, chemicals, oil, hazardous substance, garbage, or any other substance of whatever nature to be spilled or dumped in the Space or the Premises, whether caused by accident or for any other reason ("Spillage"). Tenant shall be liable for any and all damage caused by the Tenant Group, as a result of Spillage in the Space, any adjacent area with respect to the Space or the Premises. Tenant shall clean-up, at its own expense, any Spillage immediately without the necessity of a notice from the Association; if the Association must provide written notice, then Tenant shall, at its expense, within three (3) days of Tenant receiving such notice from the Association clean up any Spillage. If Tenant fails to cause Spillage to be cleaned-up, within three (3) days of Tenant receiving notice to clean-up, the Association shall have the right, but not the obligation, to cause such Spillage to be cleaned-up, and Tenant shall reimburse the Association, within ten (10) days of written demand for reimbursement of the clean-up costs, such demand being accompanied by an invoice of billing.

Tenant shall be liable in case of illness, injury or death caused as a result of the Spillage, to Tenant Group or any other person entering the Space under express or implied invitation of Tenant or any other person entering the Space and/or the Premises. Tenant shall release, defend, protect, indemnify, and hold harmless the Association from and against any loss, cost, claim, award, damage, obligation to indemnify another liability suit, judgment, award, or damage including reasonable attorney's fees on account of such illness, injury, death, loss or damage, or for removal of wreck or debris or pollution, spillage of hazardous substances or fuel or other

claims, including but not limited to, clean up and removal, fines, penalties, and damage to property or persons caused by Tenant or connected to Tenant's use of the Space.

VII. INSPECTION

Association shall have the right to enter into and upon any and all parts of the Space at all reasonable hours to (i) inspect same or clean or make repairs or alterations as Association may deem necessary (but without any obligation to do so, except as expressly provided for herein), or (ii) show the Space to prospective tenants; and Tenant shall not be entitled to any abatement or reduction of rent by reason therefor, nor shall such be deemed to be an actual or constructive eviction.

VIII. MECHANICS' LIEN

Tenant will not permit any mechanics' lien or liens to be placed upon the Space or the improvements thereon during the Term hereof, and in case of the filing of any such lien, Tenant will promptly pay same. If default in payment thereof shall continue for twenty (20) days after written notice thereof from the Association to Tenant, the Association shall have the right and privilege, at the Association's option, to pay the same or any portion thereof without inquiry as to the validity thereof and any amounts so paid, including expenses and interest, shall be additional indebtedness hereunder due from Tenant to the Association and shall be repaid to the Association immediately on rendition of a bill therefor, together with interest at ten percent (10%) per annum until paid.

IX. IMPROVEMENTS

Tenant shall not make any alterations or improvements to the Space without prior written approval of the Association. Any improvements must meet the standards as set out by Association and be approved in writing prior to installation by Tenant. If any Tenant improvements are permitted to be installed, constructed and/or placed in the Space, and the improvements are not maintained properly and become unsightly or hazardous, the Association may require Tenant to repair or remove such improvements, at Tenant's expense.

X. INDEMNIFICATION

Each Tenant and each, family member, guest and invitee of a Tenant, as applicable, acknowledges and understands that the Association, its Board of Directors, its officers, agents or employees are not insurers and that each Tenant and each, family member, guest and invitee of any Tenant assumes all risks for loss or damage to persons, and further acknowledges that the Association, its Board of Directors, its officers, agents or employees have made no representations or warranties nor has any Tenant, occupant, guest or invitee relied upon any representations or warranties, expressed or implied as to the safety of the Space or the Premises. Each Tenant and each guest and invitee of a Tenant shall indemnify and hold harmless the Association, its Board of Directors, its officers, agents, and employees for all loss or damage to persons who use the Space, the Premise, any portion of the Premises and/or the surrounding Common Area.

XI. ATTACHMENTS

Tenant shall not install or make any attachments to the property stored in the Space which shall cause the attachments to be larger than the Space.

XII. STORAGE SPACE DIMENSIONS

The dimensions of the Storage Space shall measure 10' x 30' and will be defined as the total ground area constituting the Storage Space as further described in Exhibit A attached hereto. Any property or items stored outside, or that exceed the 10' x 30' measured Space, is subject to removal by Association.

XIII. STORAGE

Tenant shall only be permitted to store property that Tenant has disclosed to the Association, in writing, and property the Association has approved to be stored in the Space (the "Permitted Property"). Placement or storage of furniture, fixtures, appliances, machinery, equipment or other goods within the Space is strictly prohibited. Any property, other than Permitted Property left unattended for twenty-four (24) hours or stored on the Space shall be towed and/or removed and stored by the Association at Tenant's expense. Tenant shall reimburse the Association for any towing, removal and/or storage costs incurred under this section. Tenant is only permitted to store one (1) vehicle within the Space. Any vehicle(s), including boats, vehicles designed for recreational use, and/or trailers, stored within the Space shall be operable and in good working order, with current tags, inspections, and insurance.

XIV. PERMITTED PROPERTY CLEANING

At the Association's sole discretion, the Association may, but shall not be obligated to, clean Tenant's Permitted Property, at Tenant's expense, if Tenant fails to clean the Permitted Property within thirty (30) days following written notice from the Association to Tenant requesting Tenant to clean the Permitted Property. If the Association causes the Permitted Property to be cleaned, Tenant shall pay the costs incurred by the Association in cleaning the Permitted Property within ten (10) days following written demand. Such demand shall be accompanied by an invoice or other statement or billing. The Association may move Permitted Property to clean the Permitted Property and may store the Permitted Property in an alternate location, at Tenant's sole cost and expense.

XV. SECURITY

Association makes no warranties or representations concerning the security at the Space or the Marina. Association has no duty to secure either the facilities in general or User's Space or User's property.

User acknowledges and agrees that Association shall not be liable for any damage or loss caused to User or User's property while in the Space or on the Premises.

XVI. USE PROHIBITION

Tenant shall not permit any operations or activity to be conducted on the Space or storage or use of any volatile or any other materials in the Space that would cause suspension or cancellation of any insurance policy carried by the Association. Tenant or Tenant Group shall not act in any manner, which may interfere with the quiet enjoyment of any other tenant or leased space occupant.

XVI. NOTICES AND ADDRESSES

Any notices or other communications required or permitted hereunder shall be sufficiently given in writing and (i) delivered personally, or (ii) sent by certified mail, return receipt requested, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices personally delivered shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on a date seven (7) days (excluding Sundays and holidays) immediately following date of deposit in the U.S. Mail; provided, however, the return receipt indicating the date upon which all notices were received shall be prima facie evidence that such notices were received on the date on the return receipt.

If to Association: POINT AQUARIUS PROPERTY OWNERS ASSOCIATION
13189 Point Aquarius Blvd.
Willis, TX 77318

If to Tenant: To Tenant's address as same appears in the books and records of the Association

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes. No notice to either party hereto shall be deemed given or received unless the entity noted "With a copy to," if any, is simultaneously delivered notice in the same manner as any notice given to either party hereto.

XVII. ADDITIONAL PERMITTED PROPERTY

If Tenant desires to store other property, other than the Permitted Property, said Tenant must first secure permission of Association and pay any additional fees, as applicable.

XVIII. FLAMES AND HAZARDOUS EQUIPMENT

The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited.

XIX. REPAIRS

Tenant may work on his own Permitted Property if such work does not interfere with the rights, privileges and safety of other persons or property. The Association shall reserve the right to

Permitted Property while in or on the Space to first provide the Association or its manager with a standard certificate of workman's compensation and liability insurance coverage in order to protect the health, safety, welfare and property of other tenants. Failure to meet these requirements would require that the Permitted Property be removed from the Space of the Association for repairs. Association, its agents or employees are authorized to move and/or operate Tenant's Permitted Property during the making of repairs or for normal storage operations solely at Tenant's risk.

XX. FIREWORKS

The use of fireworks by Tenant and/or Tenant Group is strictly prohibited.

This instrument is effective upon recordation in the Public Records of Montgomery County, Texas, and supersedes any instrument regarding storage space use rules and regulations which may have previously been in effect. Except as affected by the Texas Property Code and/or by this instrument, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing Storage Space Use Rules and Regulations was adopted by the Board of Directors until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby adopts, approves and authorizes the above Storage Space Use Rules and Regulations.

EXECUTED this 14 day of November, 2024.

POINT AQUARIUS OWNERS ASSOCIATION

By: _____

Print Name: _____

Position: _____

E-FILED FOR RECORD

11/22/2024 02:04PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

11/22/2024



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas