

POINT AQUARIUS PROPERTY OWNERS ASSOCIATION
BOAT SLIP LICENSE AGREEMENT

2004-136181

725-10-2935

This agreement made on this _____ day of _____, 20____, by and between Point Aquarius Property Owners Association, hereinafter called the "Licensor" and _____, hereinafter called the "Licensee".

Whereas, the Licensor is the owner of the Point Aquarius Marina being a part of Point Aquarius, Section 7, as per the map or plat thereof recorded in the Map Records of Montgomery County, Texas in Cabinet F, Sheets 75B, 76A, 76B, and 77A; and

Whereas, Licensor desires to grant unto Licensee certain rights and privileges regarding the use of a boat slip in the above-described marina;

Whereas, Licensee is the owner of Lot _____, Block _____ in Point Aquarius, Section _____.

Whereas, Pursuant to the Declaration of Covenants, Conditions, and Restrictions Point Aquarius, Section 7 recorded under Montgomery County Film Code Number 608-01-0627 through 608-01-0627 recorded on the 6th day of November, 1989 (the "Declaration"), Licensee pays \$ _____ per year as a Marina Charge, as defined in the Declaration, for use of Boat Slip #: _____ (the "Boat Slip") in the Marina, as defined in the Declaration.

NOW, THEREFORE, in consideration for the use of the Boat Slip in the Marina, Licensee's payment of the Marina Charge and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee agrees to use the Boat Slip in accordance with the following provisions, and Licensor and Licensee agree as follows:

Licensor hereby grants and demises, unto Licensee, upon the conditions hereinafter set forth, the privilege and right to use the Boat Slip for the purpose of storing mooring boats, launches and other water craft, approved in writing by the Licensor, in the Marina pursuant to terms of this Agreement.

Licensee shall indemnify and hold Licensor and its assigns harmless from and against any and all claims, demands, costs and expenses, including reasonable attorney's fees arising from any and all demands or injuries caused by fire, water, wind, civil strife, or acts of God, Licensee's actions or inactions (or those of its family members, employees, agents, or invitees), or any other cause related to Licensee's use or occupation of the boat slip. Licensee shall maintain insurance coverage as provided in the Boat Slip Rules and Regulations promulgated by the Licensor (a copy of such Rules and Regulations is attached hereto as Exhibit A and incorporated herein by reference for all purposes) and Licensee shall be responsible for procuring same, at Licensee's expense.

Licensee agrees to abide by and comply with the Boat Slip Rules and Regulations, which rules and regulations may be amended at anytime by the Licensor. Licensee agrees to pay annual maintenance and capital improvement fees as set and determined by the Licensor.

725-10-2936

This license is personal to Licensee so long as Licensee owns property in Point Aquarius Subdivision. Licensee may transfer the license granted herein to another property owner of the Point Aquarius Subdivision provided Licensee has obtained prior written approval of the Licensor for the transfer.

This Agreement shall terminate and the license privileges granted hereunder shall cease upon the occurrence of the following: (1) Licensee ceases to own a fee simple title to a lot in Point Aquarius Subdivision, (2) Licensee fails to pay the Marina Charge when due as set forth herein or in the Declaration, or (3) Licensee fails to abide by and comply with the Boat Slip Use Rules and Regulations.

Upon termination of this agreement, Licensee shall immediately cease use of the Boat Slip and shall remove therefrom all property of Licensee, in accordance with the Boat Slip Use Rules and Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above-written.

LICENSOR:

LICENSEE:

POINT AQUARIUS PROPERTY OWNERS ASSOCIATION

By: _____
Name: _____
Title: _____

Print Name: _____

Print Name: _____

Address: _____

Address: _____

SEC. _____ BLOCK _____ LOT _____

EXHIBIT A

725-10-2937

Lot Number	Section Number	Physical Address	Boat Slip Number

POINT AQUARIUS PROPERTY OWNERS ASSOCIATION

BOAT SLIP USE RULES AND REGULATIONS

725-10-2938

The following Boat Slip Rules and Regulations apply to any and all boat slips in Point Aquarius (hereinafter referred to as the "Boat Slips") and are promulgated by Board of Directors of the Point Aquarius Property Owners Association (the "Association"), pursuant to the authority found in the Declaration of Covenants, Conditions, and Restrictions, Point Aquarius, Section 7 recorded on the 26th day of July, 1989 under File Number 608-01-0627 in the Real Property Records of Montgomery County, Texas (the "Declaration").

1. **Use of the Boat Slips.**

Only owners of lots listed on Exhibit A attached hereto, and their guests and invitees (the "User" or the "Users") shall be permitted to use the Boat Slip corresponding to such lot number as set forth on the attached Exhibit A. No person who is not a member in good standing of the Association (or their guests), shall be allowed access or use of the Boat Slip. "Members in Good Standing" are members of the Association who have paid all current dues, assessments and fees and are not being pursued for any deed restriction violations.

Each User shall provide to the Association, the make, model, length, year, and Texas Registration number of the watercraft that will be stored in the Boat Slip used by such User.

2. **Improvements.**

User shall not make any alterations or improvements to the Boat Slip without prior written approval of the Association. Any improvements, including but not limited to the adding of watercraft lifts must meet the standards as set out by Association and be approved in writing prior to installation by the User. If any User improvements such as watercraft lifts are not maintained properly and become unsightly or hazardous, Association may require User to repair such improvements at the User's sole cost and expense.

3. **Electricity.**

Association shall supply 400 kwh per month ("Allowable Monthly Usage") of electricity for reasonable and ordinary lighting at no additional cost to User. User shall pay for use of electricity in excess of the Allowable Monthly Usage. Upon written request from User, Association shall provide to User marine shore power access for an additional Twenty Five and No/Dollars (\$25.00) per month which shall be due and payable on the first day of each month.

4. Taxes.

User shall pay any and all taxes, licenses, and fees levied or assessed on User or User's property placed by User in or around the Boat Slip.

User 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 User's behalf, including taxes levied or assessed against Association or Association's property as a result of User placing User's property in the Boat Slip. User agrees to furnish Association with information required to enable it to make the necessary reports and to pay such taxes or charges.

5. Laws, Rules and Regulations.

- a. The User shall comply with all laws, rules, and regulations, which are or may hereafter become applicable under these Rules and Regulations 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 Association is required to pay any fine or penalty resulting from the User's failure to comply with any law, rule, or regulation, the User shall immediately reimburse 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.

6. Spillage.

User, User's family members, employees, contractors, agents, invitees, or visitors shall not cause any fuel, chemicals, oil, hazardous substance, garbage, or any other substance of whatever nature to be spilled or dumped in the Boat Slip, into to water of Lake Conroe or in the Marina (the Boat Slip and the Marina are hereinafter collectively referred to as the "Premises"), whether caused by accident, sinking of the Boat or for any other reason ("Spillage"). User shall be liable for any and all damage caused by User, User's family members, employees, contractors, agents, invitees, or visitors, as a result of Spillage in the Boat Slip, any adjacent area with respect to the Boat Slip, or the Premises. User shall clean-up, at its own expense, any Spillage immediately without the necessity of a notice from Association; if Association must provide written notice, then User shall, at its expense, within three (3) days of User receiving such notice from the Association clean up any Spillage. If User fails to cause Spillage to be cleaned-up, within three (3) days of User receiving notice to clean-up, Association shall have the right, but not the obligation, to cause such Spillage to be cleaned-up, and User shall reimburse Association, within ten (10) days of written demand for reimbursement of the clean-up costs, such demand being accompanied by an invoice of billing.

User shall be liable in case of illness, injury or death caused as a result of the Spillage, to User, User's family members, invitees, guests, visitors, contractors, employees, agents, or any other person entering the Boat Slip under express or implied invitation of User. User 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 attorneys 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 User or connected to User's use of the Boat Slip and/or the Marina.

7. Inspection.

Association or its officers, agents, and representatives shall have the right to enter into and upon any and all parts of the Boat Slip at all reasonable hours to 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).

8. Mechanics' Lien.

User will not permit any mechanics' lien or liens to be placed upon the Boat Slip or the improvements thereon, and in case of the filing of any such lien, User will promptly pay same. If default in payment thereof shall continue for twenty (20) days after written notice thereof from Association to User, Association shall have the right and privilege, at 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 indebtedness due from User to Association and shall be repaid to Association immediately on rendition of a bill therefor, together with interest at ten percent (10%) per annum until paid.

9. Watercraft Attachments and Dock Lines and Fenders.

User shall not install or make any attachments to the watercraft which shall cause the watercraft or such attachments to be larger than the Boat Slip.

Dock lines and fenders must be of adequate size and in condition so to avoid damage to the Boat Slip and the Watercraft.

10. Storage.

User may only store watercrafts in the Boat Slip. Any property other than watercrafts left unattended for seventy-two (72) hours or stored on the Premises shall be towed and/or removed and stored by Association at User's expense. User shall reimburse Association for any towing and/or storage costs incurred under this section. Lines and gears must be stored and concealed from public view.

11. Watercraft Cleaning.

At Association's sole discretion, Association may, but shall not be obligated to, clean User's watercraft, at User's expense, if User fails to clean the watercraft within thirty (30) days following written notice from Association to User requesting User to clean the watercraft. If Association cleans the watercraft, User shall pay the costs incurred by Association in cleaning the Watercraft within ten (10) days following written demand. Such demand shall be accompanied by an invoice or other statement or billing.

12. Security.

Association makes no warranties or representations concerning the security at the Boat Slip or the Marina. Association has no duty to secure either the facilities in general or User's Boat Slip 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 Boat Slip or on the Premises.

13. Use Prohibition.

User shall not permit any operations or activity to be conducted on the Boat Slip or the Premises or storage or use of any volatile or any other materials in the Boat Slip or the Premises that would cause suspension or cancellation of any insurance policy carried by Association. User, its employees, agents, invitees or guests shall not act in any manner, which may interfere with the quiet enjoyment of any other User or boat slip occupant.

14. Notices.

Any notices or other communications permitted hereunder shall be sufficiently given if 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 User: To User'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.

15. Additional Watercraft.

If User desires to dock a watercraft other than the watercraft listed with the Association, said User must first secure permission of Association and pay any additional fees, as applicable.

16. Flame and Hazardous Equipment.

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

17. Repairs.

User may work on his own watercraft if such work does not interfere with the rights, privileges and safety of other persons or property. Association shall reserve the right to require any outside mechanic, craftsman or any other persons performing any work on the watercraft while in or on the Boat Slip to first provide the Association with a standard certificate of workman's compensation and liability insurance coverage in order to protect the health, safety, welfare and property of other users. Failure to meet these requirements would require that the watercraft be removed from the Boat Slip for repairs. User duly authorizes Association, its agents or employees to move and/or operate User's watercraft during the making of repairs or for normal marina operations solely at User's risk.

18. Miscellaneous.

The Association shall not be responsible for any loss or damage caused to User's property while in the Boat Slip. Tenant shall release, defend, protect, indemnify and hold harmless Landlord Group from any and all loss, injury, or damage caused to the Permitted Property, property, or persons which may arise while such property or person is in or near the Space.

No Tenant, any one from the Tenant Group, or any other person may reside aboard a Watercraft.

Watercraft covers and/or fabric rain sails, must be in good repair, properly installed and securely fastened.

While in the Marina, animals must be on a leash at all times.

29. Watercraft Sinking.

In the event that the watercraft shall, for any reason, sink while berthed in the Boat Slip, at dockside or while otherwise occupying marina waters, the Association may, if User cannot be contacted immediately and if said sunken watercraft constitutes a safety or

water navigation hazard to other persons using or desiring to use watercrafts of any nature, take immediate steps to raise and remove and/or repair said watercraft and all costs shall be at User's expense. User agrees to pay all costs pertaining to such watercraft sinking evacuation service within ten (10) days following receipt of an invoice therefor from Association.

User shall release, defend, protect, indemnify and hold harmless the Association from any and all loss, injury or damage caused by or to the watercraft, property, or persons which may arise out of the sinking of the watercraft, failure of User to remove the watercraft, inability of Association to reach the User, or by the movement of the watercraft or property by Association under this section.

20. Nuisances.

No noxious or offensive activity shall be permitted upon the Boat Slip or the Premises, nor shall anything be done thereon which may be or may become an annoyance to other persons using the Boat Slip or the Premises. Any action or use of the Boat Slip or the Premises, not specifically mentioned but which is deemed by the Board of Directors to be injurious or hazardous, shall be prohibited.

21. Enforcement.

Enforcement of these rules and regulations shall be by the Board of Directors of the Point Aquarius Property Owners Association or its assigns. The Board, at its discretion, may delegate the power to interpret and the duty to enforce these rules and regulations to a duly appointed committee.

22. Amendment.

These Rules and Regulations may be amended from time to time by the Board of Directors of the Association. Amendments shall be made available to members in a manner determined by the Board. Association shall at all times have the right to change such rules and regulations or to promulgate other rules and regulations in such reasonable manner as may be deemed advisable for safety, care, or cleanliness of the Boat Slips, the Premises, and the Marina and related facilities, and for preservation of good order therein, all of which Rules and Regulations, changes and amendments will be forwarded to User in writing and shall be carried out and observed by User. User shall further be responsible for the compliance with such Rules and Regulations by the family members, employees, servants, agents, visitors, and invitees of User.

23. Alcohol Consumption.

No person shall use the Premises while consuming or while under the influence of drugs or alcoholic beverages.

24. Fines.

The Association shall have the right to impose reasonable fines for violations and prohibited use of the Boat Slips by those who violate these Rules and Regulations on _____ or more occasions.

25. Right to Use.

The right to use the Boat Slip shall run with the ownership of a lot, as listed on Exhibit A, in Point Aquarius and shall transfer to the new owner of the User's lot, upon transfer of title to the new owner of the lot. Any costs associated with such transfer of the right to use the Boat Slip shall be borne by User. If a User owns more than one lot in the Subdivision, User shall designate the lot with which the use of the Boat Slip shall run.

26. Insurance.

User, at User's expense, shall maintain, at any and all times so long as User has the right to use the Boat Slip, insurance coverage and comply with all terms and conditions set forth in this Section. All insurance coverage shall be maintained in effect with limits not less than that set forth in this section. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella/excess liability policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount requested herein. Insurance obtained by User shall cover liability arising out of acts of User, User's family members, invitees, guests, visitors, contractors, employees, agents, or any other person entering the Boat Slip under express or implied invitation of User. Coverage shall be maintained covering the User's property, in an amount not less than \$100,000 covering personal injury liability, injury to persons, and damage to property located in, on, or adjacent to the Premises, owned by Association, other users, licensees, invitees, guests, visitors, contractors, employees or agents of the Association, User or other Users, and damage to the Premises. Association shall not be liable for any injuries, illness, or death or property damage resulting from or caused by the use of the Boat Slip or Marina facilities by User, User's family members, invitees, visitors, agents, employees, contractors or guests. All insurance coverage required herein shall be primary to all insurance available to 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.

27. Exhibit A.

Exhibit A contains a list of lots with the corresponding Boat Slip according to the records of the Association as of the date of recording of this document. If a User transfers ownership to his lot, such User must obtain the Association's prior written approval to transfer its license to use the Boat Slip and provide to the Association a copy of the document assigning the User's license to use the Boat Slip to the assignee.

725-10-2945

28. Indemnity.

Each User and each, family member, guest and invitee of a User, as applicable, acknowledges and understands that the Association, its Board of Directors, its officers, agents or employees are not insurers and that each User and each guest and invitee of any User 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 User, occupant, guest or invitee relied upon any representations or warranties, expressed or implied as to the safety of the Boat Slip or the Marina. Each User and each family member, guest and invitee of a User 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 Boat Slip, the Marina, any portion of the Premises and/or the surrounding Common Area.

725-10-2946

CERTIFICATE OF CORPORATE RESOLUTION

I hereby certify as Secretary of the Point Aquarius Property Owners Association, Inc., that the foregoing resolution of the Board of Directors of the Point Aquarius Property Owners Association was passed at a duly and legally noticed meeting of the Board of Directors on the 10 day of December, 2004, at which a quorum was present.

✓ *Get*
Point Aquarius POA
13189 Point Aquarius Blvd
Willis, TX 77318

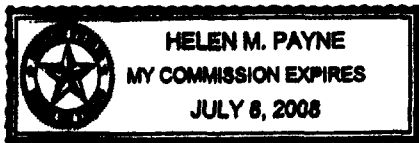
By: *George Saltzman*
Print Name: GEORGE SALTSMAN
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared _____, Secretary of the Point Aquarius Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on the 10 day of December, 2004.

Helen M. Payne
Notary Public - State of Texas



RECORDS MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

2004 DEC 10 PM 1:27

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

DEC 10 2004



Mark Turnbull
County Clerk
Montgomery County, Texas