

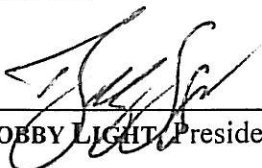
**CORPORATE CERTIFICATE**  
**POINT AQUARIUS PROPERTY OWNERS ASSOCIATION**

The undersigned certifies that he is the President of Point Aquarius Property Owners Association (the "Association"). The Association is the property owners' association for Point Aquarius and Summerchase Section One, subdivisions in Montgomery County, Texas, according to the maps or plats thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and attached to this certificate is a true and correct copy of the Point Aquarius Property Owners Association **Boat Slip Use Rules and Regulations**.

Signed this 15 day of March, 2013.

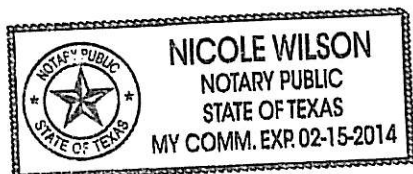
**POINT AQUARIUS PROPERTY OWNERS  
ASSOCIATION**

By:   
**BOBBY LIGHT, President**

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 15 day of March, 2013, by **BOBBY LIGHT**, President of POINT AQUARIUS PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation.

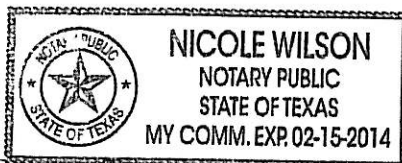


  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 15 day of March, 2013, by **BOBBY LIGHT**, President of POINT AQUARIUS PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING RETURN TO:**

The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301

## POINT AQUARIUS PROPERTY OWNERS ASSOCIATION

### BOAT SLIP USE RULES AND REGULATIONS

**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; *Replat of 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 Replat of Section One* – Clerk's File No. 9125463; *Partial Replat 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 Boat Slip Use Rules and Regulations; and

**WHEREAS**, TEXAS PROPERTY CODE Section 204.010 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, in order set out a clear, concise, and a uniform set of procedures for the use of boat slips 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 boat slips within the Subdivision.

The following Boat Slip Rules and Regulations apply to any and all boat slips in the Point Aquarius Subdivisions (hereinafter referred to as the "Boat Slips") and are promulgated by the Board of 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").

## **I. USE OF THE BOAT SLIP**

Only owners of lots and their guests and invitees (the "User" or the "Users") shall be permitted to use the Boat Slip. No person who is not a member of the Association (or their guests), shall be allowed access or use of the Boat Slip.

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.

Each User shall provide proof of insurance on their watercraft and shall mail such proof of insurance with their assessments, annually.

## **II. 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.

## **III. 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.

## **IV. LAWS, RULES AND REGULATIONS**

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, fees, or penalties asserted or assessed as a result of any violation or lack of compliance.

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.

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.

## **V. 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. 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.

## **VI. 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).

## **VII. 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, together with interest at ten percent (10%) per annum until paid.

#### **VIII. 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.

#### **IX. 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.

#### **X. 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.

#### **XI. 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.

#### **XII. 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.

### **XIII. 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.

### **XIV. 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.

### **XV. FLAME AND HAZARDOUS EQUIPMENT**

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

### **XVI. 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.



## **XVII. 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.

## **XVIII. 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.

## **XIX. 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.

## **XX. ENFORCEMENT**

Enforcement of these rules and regulations shall be by the Board of Directors of the Point Aquarius Property Owners Association. 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.

## **XXI. 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 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.

## **XXII. 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, in accordance with the Association's Schedule of Assessments, Fines, Fees, Deposits, and Other Charges.

## **XXIII. RIGHT TO USE**

The right to use the Boat Slip shall run with the ownership of a lot 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.

## **XXIV. 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. Proof of said insurance shall be provided to the Association annually, when assessments are paid.

## XXV. 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.

This instrument is effective upon recordation in the Public Records of Montgomery County, Texas, and supersedes any instrument regarding boat slip 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.

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

Signed this 14 day of March, 2013.

POINT AQUARIUS PROPERTY OWNERS  
ASSOCIATION

By:

  
BOBBY LIGHT, President

Attest:

  
Secretary