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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.

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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 _____