

THE MASON HARBOUR
BOATSLIP
CONDOMINIUM
RULES AND REGULATIONS

Effective as of
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FORWARD

In accordance with the By-Laws, the Board of Directors has established Rules and Regulations governing members' rights, responsibilities, and privileges. The use, operation, maintenance, upkeep, and enjoyment of the Condominium Property and the ownership of the Boat Units with respect to the property of THE MASON HARBOUR BOATSLIP CONDOMINIUM (the "Condominium Property") shall be governed by the following rules and regulations. Please review them carefully.

A. GENERAL CONDITIONS

1. The Board of Directors of the Association ("Board of Directors" or "Board") reserves the right to amend or modify these Rules and Regulations.

2. In the event of a conflict between the terms and provisions of the Declaration and the terms and provisions of these Rules and Regulations, the terms and provisions of the Declaration shall control.

3. In the exercise of any right or authority hereunder, the Board of Directors of the Association shall, in the exercise of its discretionary authority, assert any right, claim and enforcement authority as authorized and set forth in the Declaration, By-Laws and Chapter 47C of the North Carolina General Statutes.

4. Violation of any of these rules of conduct will be subject to disciplinary action by The Mason Harbour Boatslip Condominium Owners Association, Inc., a North Carolina not-for-profit corporation ("Association"), pursuant to the provisions of these Rules and Regulations, the Declaration of Condominium for The Mason Harbour Boatslip Condominium and the By-Laws of the Association ("By-Laws").

5. All capitalized terms which are not defined in these Rules and Regulations shall have the respective definitions ascribed to such terms in the Declaration of Condominium for The Mason Harbour Boatslip Condominium ("Declaration") established pursuant to the authority of Chapter 47C of the North Carolina General Statutes.

6. In the context of these Rules and Regulations, the word "Member" shall refer to both owners and renters.

7. The Association shall have the right to assign designated parking spaces in the Parking Area located within the boundary of Condominium as described in the Declaration. Each Boatslip Unit Owner and each licensee and guest, as a condition of

invitation to the premises of the Condominium Property, assumes the sole responsibility for the parking of his or her motor vehicle within the Parking Area. The Association and Declarant shall not be responsible for any loss or damage to any motor vehicle together with any private property located in the motor vehicle within the Parking Area. Motor Vehicles illegally parked within the Parking Area may be towed by the Association at the owner's expense.

8. Each Boatslip Unit Owner and occupant shall keep his or her own Boatslip Unit in an orderly, operable and clean condition, free of all gear and equipment. No unsightly or dilapidated Vessel shall be kept on the Condominium Property. Vessel decks shall be kept free and clear of debris, bottles, papers, trash and other unsightly material at all times.

9. Members may not trade slips without the express prior written consent of Declarant.

10. Pursuant to New Hanover County ordinances regarding parking in effect at the time these Rules and Regulations become effective, Homeowner Members owning only the boatslip assigned to their lots may not rent or lease their boatslips to third parties; however, Homeowner Members owning more than one boatslip in the Marina may rent or lease all but one boatslip to third parties, with written notice provided to Declarant.

11. No advertising or soliciting shall be permitted on any boat or dock within the Marina without the express written consent of Declarant. No signs, banners or commercial advertisements shall be posted or circulated at or upon the Condominium Property, nor shall business of any kind be solicited or transacted at the Condominium Property without the express written consent of Declarant. The foregoing provisions shall not be applicable to the Declarant for so long as Declarant (as Declarant) owns at least one Boatslip Unit in the Condominium.

12. No commercial trucks, commercial vehicles, campers, mobile homes, motor homes, house trailers, trailers of any type, recreational vehicles, or vans (other than passenger vans) shall be permitted to be parked or to be stored at any place at the Condominium Property, especially within the Parking Areas on the Condominium Property, without the express written consent of Declarant. Vehicles violating this rule may be towed away at the owner's expense.

13. During the maintenance, repairs and replacement ("Maintenance") of the Common Elements, including any specific Limited Common Elements within a boatslip, specifically including dredging and repairs to the bulkheads, docks and piers, each Boatslip Unit Owner shall cooperate with such Maintenance including the prompt removal of any Vessel necessary for such Maintenance. The Association shall promptly advise the affected Boatslip Unit Owner of such emergency or scheduled Maintenance to

allow the affected Boatslip Unit Owner to promptly remove his or her Vessel and personal property to allow the necessary and required Maintenance.

14. In the event that a Vessel shall not be removed as required in these Rules and Regulations, or in the event that a Boatslip Unit Owner shall fail to pay any applicable Assessments and fees when due, or in the event that a Boatslip Unit Owner shall fail to comply with any other of his or her obligations under the Declaration within seven days of written notice from the Association detailing such failure, then the Association (acting through its agents, representatives and/or employees) may at its sole discretion: (i) board and remove the Vessel from the Condominium Property; (ii) anchor or store the Vessel as it sees fit at the Boatslip Unit Owner's expense; and/or (iii) bar the use of the Vessel by the offending party, his or her agents, invitees, guests, family and employees. The Association, in the exercise of such discretionary authority and/or in performance of any upkeep, maintenance, management, reconstruction, operation or repair of the Condominium Property, shall not be liable or responsible to any Boatslip Unit Owner nor to any owner of a Vessel nor to any person or entity that may hold a security interest in a Vessel or its contents, except as may be caused by the gross negligence or malicious wanton act of the Association.

15. No gas welders, gas torches, or any open flame-producing equipment, except within a Vessel (i.e., cook stoves, lamps, and lanterns), shall be used within the Condominium Property.

16. Open fires, charcoal, and gas grills are not permitted on any portion of the Condominium Property, except in designated picnic areas. Open fires and lit charcoal and gas grills in the designated picnic areas must be attended at all times.

17. Fishing is not permitted from the docks, finger piers, or jetty. Fish or other marine life of any kind shall not be cleaned, prepared, or processed in any manner on the Condominium Property.

18. No laundry or other item of an unsightly nature shall be hung or spread in public view within the Condominium Property.

19. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them of these Rules and Regulations and all other rules and regulations of the Association. All children under 12 years of age must be accompanied by a responsible adult when entering and/or utilizing the Condominium Property. Applicable rules, regulations and recommendations promulgated by government agencies applicable to children (including, without limitation, those requiring the use of personal floatation devices) shall be complied with at all times. Accompanying adults shall not let children run on the docks.

20. No recreational swimming or diving shall be permitted within the waters of the Condominium Property. Diving shall be permitted for the purpose of maintenance and repair of Vessels and of the Condominium Property. Diving is not permitted from the docks, finger piers, or jetty.

21. Bike riding, skate boarding, roller blading, and transportation of people in carts are prohibited on all piers and docks, and on the jetty.

B. CONDITION, APPEARANCE, OPERATION, AND DOCUMENTATION OF VESSELS

1. The Vessels docked in, moored, berthed in, or plying the waters of the Condominium Property shall strictly comply at all times with regulations, rules, directives, laws, statutes, and ordinances of all appropriate governmental or quasi-governmental bodies now existing or subsequently promulgated or in force, specifically including the terms and conditions of any applicable CAMA Major Permits, New Hanover County Special Use Permit No. S-556, as amended, Conditional Use District Rezoning by New Hanover County, Stormwater Permits, and U.S. Army Corps of Engineer Permits governing the high ground, submerged lands, and navigable waters constituting the Condominium Property.

2. All vessels in the Marina must be seaworthy and able to safely operate under their own power.

3. All vessels in the Marina must be properly operated, secured, and equipped.

4. All Vessels in the Marina must be kept neat, clean, and free of rust, mildew, peeling paint, rot, blistering, and flaking, and must display a neat, shipshape, and aesthetically pleasing appearance.

5. All Vessels kept at the Marina must display or otherwise be covered by a current state boat registration, documented use decal, and/or U.S. Coast Guard Documentation, as required by law.

6. Vessels operating during the nighttime shall be properly equipped with navigational lights as required by all governmental or quasi-governmental agencies.

7. No oil bilge shall be discharged into the waters in or about the Condominium Property or onto the land.

8. Each Vessel must have such sanitary equipment on board as is required by all applicable federal, state, and local authorities. No Vessel shall be deemed to be in compliance with this paragraph if such equipment is not fully operational or if such

equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements. In no event shall any person discharge or permit to be discharged any sewage or any other substance (other than bilge water) into the waters or onto the land of the Condominium Property.

9. All operators of Vessels shall observe all posted or unposted speed limits for all applicable governmental or quasi-governmental agencies and other rules when in the waters of the Condominium Property. All vessels are required to observe a no wake speed until clear of the Marina.

10. Vessels kept at the Marina must be equipped with adequate mooring lines and fenders in strong, clean, and satisfactory condition. Boatslip Unit Owners and occupants are solely responsible for the proper mooring of their Vessels and are required to maintain mooring lines in good condition and sufficiently strong to secure their Vessels at all times. Any special mooring rules or procedures issued by the Association shall be complied with at all times.

11. Sailboat owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the management staff shall be authorized to tie off halyards.

12. No person shall be permitted to live aboard any Vessel moored within the Condominium Property for more than seven (7) consecutive days.

13. No Vessel shall be used for immoral or illegal purposes.

14. No Vessel shall be used for business or transient guests, unless such business is approved by the Board of Directors in its sole discretion which may be revoked at any time.

15. No Vessel shall be permitted in the Condominium Property which shall be used for purposes other than the recreation of its owner and its owner's invitees, guests, and family. This restriction does not apply to the Association.

16. No commercial Vessels or Vessels with commercial identification shall be permitted in the Condominium Property.

17. No Vessel when berthed shall extend beyond the boundaries of usable area of the specific Limited Common Elements assigned to each specific Boatslip Condominium Unit as described in the Declaration and as depicted on the recorded Condominium Plats ("overhang") unless specifically approved by the Board of Directors and provided further that such overhang shall be minimal and shall not interfere with the navigation of other Vessels within the marina basin.

18. No repairing, power sanding, or painting of Vessels or motor work shall be done within the Condominium Property, and no other work shall be performed in or

about the Condominium Property which may result in damage, scarring, or staining to the Condominium Property, surface of the docks and piers or other Vessels, or which may obstruct passage of normal vehicular and pedestrian traffic.

19. No flammable, combustible, or explosive fluids, chemicals or substances (other than fuel and oil in a Vessel's engine system) shall be kept in any Vessel. Solvents and cleaning substances may be kept if stored in a safe manner and in accordance with applicable fire codes and insurance requirements.

20. Water siphons shall not be used except in case of emergency, and fresh water may not be used as a coolant for air conditioners or other machinery. Air conditioners shall be turned off on unattended Vessels. Water supply hoses of unattended Vessels shall be disconnected at the Condominium Property and stowed aboard. No person may use either the electrical power or fresh water, if furnished at a Boatslip Unit, for any purpose other than to supply power and water to the Vessel officially assigned to that Boatslip Unit.

21. All Vessels shall have adequate, permanently installed electrical or mechanical bilge pumps in constant state of readiness (unless such Vessel, such as, but not necessarily limited to, a jet ski, was not designed to have a bilge pump). Switches shall be labeled and installed in readily discernible locations near the helm.

22. The Association may permit police, U.S. Coast Guard, and similar watercraft to tie-up to and be kept on any portion(s) of the Condominium Property, including unoccupied slips, during an emergency.

23. All Vessels shall be kept and maintained in a constant state of readiness for evacuation in case of fire, hurricane or other emergency.

24. During hurricanes and other high velocity wind threats, each Boatslip Unit Owner and Vessel owner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, and U.S. Coast Guard, the Association or any other applicable agency. If a Vessel sinks as a result of a storm, or for any other reason, the owner of such Vessel must remove the sunken Vessel from the Condominium Property immediately after the occurrence of such event. If not so removed within 24 hours after the sinking, the Association may (but shall not be obligated to) remove same and impose a charge against the Boatslip Unit Owner for the cost of said removal. Each Boatslip Unit Owner shall be deemed to have agreed to indemnify and hold harmless the Association Parties and Declarant for and from any and all loss or damage incurred in connection with the exercise or non-exercise of the Association's rights pursuant to these Rules and Regulations, unless such loss or damage is proximately caused by any of the Association Parties' gross negligence or willful misconduct. If a Boatslip Unit Owner plans to be absent during the hurricane season, such Boatslip Unit Owner must prepare his or her Boatslip Unit and secure or remove, as appropriate, his or her Vessel prior to departure in

accordance with the standards established by the Board of Directors (or in the absence of such standards, with all due care). Such licensee shall also designate a responsible firm or individual to care for his or her Boatslip Unit and Vessel should there be a hurricane or other storm and furnish the Association with the name(s), address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Association. The Boatslip Unit Owner shall be liable for any and all damages caused to the Condominium Property or to the Boatslip Units, Vessels or other property of others for such Boatslip Unit Owner's improper preparation or failure or removal, as the case may be, of his or her Boatslip Unit and Vessel for hurricanes and other storms. Notwithstanding anything contained in these Rules and Regulations to the contrary, the Association may also levy fines in accordance with the rules and regulations if the Boatslip Unit Owner fails to abide by the provisions of this paragraph. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association and Declarant shall not be liable to any Boatslip Unit Owner or other person or entity for any damage to persons or property caused by a Boatslip Unit Owner's failure to comply with such requirements.

25. The Association shall have the right to inspect any Vessel on the Condominium Property to determine its seaworthiness, cleanliness and compliance with all applicable city, county, state and federal fire, safety and other regulations. The Association shall have the right (but shall not be required) to remove any Vessel which fails to comply with said regulations from the Condominium Property. Each Boatslip Unit Owner shall be deemed to automatically agree to indemnify and hold harmless the Association Parties for and from any and all loss or damage incurred in connection with the exercise or non-exercise of the Association's rights contained in these Rules and Regulations, unless such loss or damage is proximately caused by any of the aforesaid parties' gross negligence or willful misconduct.

26. By virtue of the Boatslip Unit Owner's membership, each Boatslip Unit Owner and its guests and invitees shall be deemed to automatically grant permission for Declarant, its employees, agents, and representatives, to board any Vessel moored in the Marina in the event of an emergency on board the Vessel.

27. Notwithstanding the above-stated provisions, Declarant at no time accepts any responsibility for the care of custody of any vessel.

28. All vessels must have a minimum of \$500,000 bodily injury/property damage liability insurance coverage and must provide a Certificate of Insurance annually within 30 days of renewal.

C. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Boatslip Unit Owner and each licensee and guest, as a condition of invitation to the premises of the Condominium Property, assumes the sole responsibility for his or her property, including, without limitation, Vessels moored within the Marina and motor vehicles parked within the Parking Area. The Association and Declarant shall not be responsible for any loss or damage to Vessels or any other private property used or stored on the Condominium Property.

2. To the extent not prohibited by law, any Boatslip Unit Owner, licensee, guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased or operated by the Association, or other activity operated, organized, arranged, or sponsored by the Association on the Condominium Property, which use shall include, but not be limited to, docking a Vessel in the Condominium Property, shall do so at his or her own risk, and shall hold the Association and Declarant and their respective employees, officers, directors, representatives, and agents (collectively, the "Association Parties") harmless from any and all resulting loss, cost, claim, injury, damage or liability sustained or incurred by him, her or it, and/or from any act or omission of the Association Parties.

D. CONTRACTOR AND SUBCONTRACTOR POLICY

Contractors, subcontractors, and other individuals who provide services to Members must:

1. Have proof of a minimum of \$1,000,000 liability insurance on file with Declarant.

2. Follow all Rules and Regulations of the Marina and meet all environmental regulations.

3. In the interest of all Members, the General Manager, with the approval of the Board of Directors, has the right to refuse access to the Condominium Property by any contractor or subcontractor who fails to adhere to the Rules and Regulations of the Condominium.

E. DOCKWAYS

1. The docks, piers, entrances, and like portions of the Condominium Property shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property

2. Private storage facilities shall not be permitted on any of the docks or piers except for those maintained by the Association, if any.

3. No carts, tables, maritime equipment, or any other objects shall be stored anywhere on the Condominium Property, except in the Vessels.

4. Any pier planks that are found to be defaced or damaged in any way other than normal wear and tear will be replaced at the offender's expense.

5. No hardware shall be added to the docks or piers without the express written consent of the Board.

F. SLIP MODIFICATIONS

1. No slip modifications may be performed without prior written approval by Declarant. All work shall be performed by a Marine Contractor approved by Declarant.

2. Tampering with the electric pedestals is not permitted.

3. Painting or taping over the dock lights is prohibited.

4. Boat lifts are not permitted on the Condominium Property, until or unless the Board approves them.

G. NOISE AND NUISANCE

1. No sound reproduction or amplification equipment, speakers, bull horns, musical instruments, bells, loud bailers, sirens, or radios shall be used in or upon the Condominium Property except in such a way as to avoid nuisance or annoyance. Neither engines nor other motors shall be run within a Boatslip Unit for more than 10 minutes in any one hour. Generators shall not be operated between the hours of 8:00 p.m. and 8:00 a.m. Generators are only to be used in emergencies or when electricity is unavailable.

2. After 10:00 P.M., no stereo, TV, etc., should be audible outside of one's own boat. All members and their guests shall refrain from playing stereo, TV, or musical instruments loudly at any time. At all times, quiet, orderly behavior is expected of all members and their guests. Everyone shall respect the rights of other persons lawfully on the premises.

3. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful and proper use of the Condominium Property.

H. PETS

1. Pets brought into the Condominium Property shall be leashed (when not on a Vessel) and attended at all times. **Pet owners are responsible for cleaning up after their pets.**
2. Pets shall be walked in the side yard lot area.
3. Pets are at no time allowed in the Clubhouse restrooms due to Health Department Regulations.
4. The Board of Directors shall have the right to order the removal of any pet that is considered a nuisance, in the Board's sole and absolute discretion. In such event, the Board of Directors shall give written notice of such determination by the Board to the pet owner, and the pet shall immediately be permanently removed from the Condominium Property.

I. RESTROOMS

1. The Clubhouse restrooms should be kept clean after each use. Please do not flush sanitary articles or paper towels down the toilet. If you discover a problem regarding the restroom facility, please report it to the management immediately.
2. No cleaning of tools and paint equipment, including brushes, is permitted in the restrooms. The outside sink by the shop is available for this.

J. TRASH DISPOSAL & CLEAN-UP

1. No garbage, refuse, trash or rubbish shall be deposited except in the trash receptacles provided by the Condominium. These trash cans are furnished only for items that can properly and legally be disposed of in the trash cans. Any other items are the responsibility of the individual Members and their guests and outside contractors.
2. No refuse, solid or liquid, shall be thrown overboard from Vessels or docks or piers. Antifreeze, oil, and other pollutants must be disposed of properly, not dumped on the ground or in the water.
3. All garbage and trash shall be removed from the Condominium Property by the persons responsible for the existence of such garbage or trash.

K. FUEL PROTOCOL

1. No fuel shall be sold or transferred within the Condominium Property. Transfer means moving the fuel from one container to another.

2. Transporting fuel on the Condominium Property must be done in an approved UL container.

3. Vessels shall not be fueled within the Condominium Property.

4. In the event that fuel or petroleum is spilled or leaked within the Condominium Property from any Vessel or container ("Environmental Event"), the Boatslip Unit Owner shall immediately notify the regulatory agencies having jurisdiction of such Environmental Events and shall immediately notify the Board of Directors of the Association in writing. The Boatslip Unit Owner responsible for such Environmental Event shall be liable for all environmental remediation and fines assessed by any governmental agency and shall hold the Association Parties harmless therefrom. In the event that the Association be obligated or required to remediate and cure this Environmental Event, then all costs associated with such remediation shall be assessed against the offending Boatslip Unit Owner. In the event that a Boatslip Unit Owner shall fail to pay any applicable Assessments and fees when due, or in the event that a Boatslip Unit Owner shall fail to comply with any other of his or her obligations under the Declaration within seven days of written notice from the Association detailing such failure, then the Association (acting through its agents, representatives and/or employees) may at its sole discretion: (i) board and remove the Vessel from the Condominium Property; (ii) anchor or store the Vessel as it sees fit at the Boatslip Unit Owner's expense; and/or (iii) bar the use of the Vessel by the offending party, his or her agents, invitees, guests, family and employees. Furthermore, the Association shall, in the exercise of such discretionary authority, assert any right, claim and enforcement authority as set forth in the Declaration, By-Laws and Chapter 47C of the North Carolina General Statutes.

L. CONDITIONS OF THE SPECIAL USE PERMIT

The following special conditions and requirements of the New Hanover County Special Use Permit No S-556 for the The Mason Harbour Boatslip Condominium shall be strictly complied with by all persons and entities:

1. Buffering is required along all property lines abutting residential districts. SUP #67 requires a buffer running along the southern property line extending to the Intracoastal Waterway.

2. The marina boat ramp referenced in S-566 will be reestablished for emergency use during storm events. Use at other times would be prohibited.

3. No Certificate of Occupancy shall be issued for the additional lots not currently allocated sewer capacity until such lots are attached to public sewer.

In accordance with a plan of operation proposed by the applicant for the marina permitted under S-566, these additional conditions will apply:

4. General hours of marina operation shall be 6:30 am to 9:30 pm Sunday through Thursday and 6:30 am to 10:30 p.m. Friday and Saturday. These hours must be clearly posted. Boats shall only occasionally be permitted to depart from and arrive at the marina outside of these general hours of operation.
5. The jetty shall only be used for vehicular parking when residents and their guests are accessing or using the boat slips and not for club activities or special events. No boat trailers or storage shall be allowed on the jetty except during emergencies as stated below.
6. Owners, their guests and the public may use the boat ramp to evacuate boats from area waters during emergency situations. Federal, State and local authorities may use the boat ramp to launch and evacuate boats during emergency situations. Any such evacuated boats and/or trailers may not be parked or stored on the jetty.
7. Persons shall not be permitted to live on board boats at the marina for a period greater than seven (7) consecutive days.
8. The use of the marina facilities shall be restricted to owners, their guests and invitees.
9. No outside amplified paging or music system shall be utilized at the clubhouse or Marina complex except that live bands/music may be permitted at special events until no later than 10:30 p.m.
10. The jetty shall be enclosed with a timber railing system on the north and south sides.
11. Indirect security lighting shall be permitted, but no pole or overhead lighting shall be allowed.
12. The entrance sign must meet the current zoning ordinance requirements.
13. No gasoline sales allowed.
14. No structures allowed at the end of the pier
15. The parking requirement for commercial marinas is satisfied. Protective curbing on the waterward portions of the jetty is recommended to prevent vehicles from running off the edge.

**M. PENALTIES FOR VIOLATION OF POLICIES, RULES,
REGULATIONS, & BY-LAWS**

In addition to its ability to exercise all of the rights and remedies set forth in the Rules and Lease Agreements, after providing the offending Member or Lessee of a wet slip Marina, with notice and an opportunity to be heard, the Board shall have the right to assess any Member or Lessee found by the Board to have violated the Rules and Regulations set forth herein with a reasonable fine in the amount of \$25.00 for each separate violation, or in the amount of \$25.00 per day for any continuing violation until said violation is abated in the judgment of the Board.

**BY ORDER OF THE BOARD OF DIRECTORS
OF THE MASON HARBOUR BOATSLIP CONDOMINIUM
OWNERS ASSOCIATION, INC.**