

**INTERLOCAL AGREEMENT BETWEEN**  
**CITY OF FORT LAUDERDALE AND BAHIA MAR COMMUNITY DEVELOPMENT**  
**DISTRICT**

This Agreement (“Agreement”) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the **City of Fort Lauderdale, Florida**, a municipal corporation of the State of Florida (“City”) and **Bahia Mar Community Development District**, a local unit of special-purpose government organized and existing pursuant to Chapter 190 of the Florida Statutes (“CDD”) (each, a “Party” and collectively referred to as the “Parties”).

**RECITALS**

WHEREAS at its meeting of December 5, 2023, the City Commission of the City established the CDD pursuant to Ordinance No. C-23-44; and

WHEREAS, the CDD was established in response to a Petition to Establish Bahia Mar Community Development District (“Petition” filed with the City by Rahn Bahia Mar, L.L.C. (“Master Tenant”) describing the CDD funded improvements, including, but not limited to public parking spaces (“Public Parking”) within a parking garage within the CDD’s boundaries and certain public improvements, as more particularly described in Section 3.1, located on City property and outside the boundaries of the CDD (“Improvements”); and

WHEREAS, in order to construct the parking garage for the Public Parking and other uses, the CDD desires to acquire the fee simple title air rights to the “CDD Air Rights Parcel” (as hereinafter defined); and

WHEREAS, Section 190.012, Florida Statutes, authorizes the CDD to fund certain off-site improvements, such as the Improvements set forth in Section 3.1; and

WHEREAS, the Improvements are consistent with the City’s comprehensive plan; and

WHEREAS , the City and the CDD approve the Improvements described in Section 3.1; and

WHEREAS, Section 8.02 of the Charter of the City, provides that the City is authorized and empowered to enter into contracts to convey to the State of Florida or any of its counties, districts, subdivisions or agencies, or to any public body, any public places or any public property, real or personal, now owned by said City of Fort Lauderdale or hereafter acquired, to be used by such public body or agency for a public purpose, or make improvements upon public property used for a public purpose; and

WHEREAS, pursuant to City Resolution No. 23-284, the City has determined and declared its intention to sell, alienate, give, exchange, grant, or convey certain public property to a designated public body, or make improvement to public property, and

such resolution particularly described the public lands, public property, improvements or places intended to be conveyed or improved, the purchase price to be paid, if any, the public purpose for which such land or such property will be used by the grantee, and other details of the sale, and designate a day not less than thirty (30) days after the adoption of such resolution, on which a public hearing will be had before the city commission upon such proposal; and

WHEREAS, the City desires to convey the fee simple air rights to the CDD Air Rights Parcel to the CDD for the purpose of the construction of the parking garage for the Public Parking and other uses; and.

WHEREAS, the City and the CDD have determined that it is mutually beneficial and in the best interests of the CDD and the citizens and residents of the City to enter into this Agreement; and

WHEREAS, Part I of Chapter 163, Florida Statutes, as amended (the "Interlocal Cooperation Act"), permits the City and the CDD, as public agencies, under the Interlocal Cooperation Act, to enter into interlocal agreements with each other to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide the services and facilities in a manner and pursuant to forms of governmental organization that accords best with geography, economy, population and other factors influencing the needs and development of such governmental units; and

WHEREAS, this Agreement shall become effective upon filing with the Clerk of the Court of Broward County in accordance with the provisions of Interlocal Cooperation Act, Section 163.01, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

1. **Recitals.** The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

**2. Conveyance of Fee Simple Title Air Rights**

2.1. Within thirty (30) calendar days of the Effective Date of this Agreement, City shall convey (pursuant to a quit claim deed substantially in the form as attached hereto and made a part hereof as Exhibit A) to the CDD the fee simple title air rights to the portion of the Master Tenant’s leasehold interest as described on Exhibit B attached hereto and made part hereof (“CDD Air Rights Parcel”) for the purpose of the construction of the parking garage for the Public Parking and other uses.

2.2. As a condition precedent to the conveyance of the fee simple title air rights contemplated in Section 2.1 above, (i) the City and Master Tenant shall execute the Amendment No. 2 to the Master Lease Agreement (substantially in the form as attached hereto and made a part hereof as Exhibit C), and after (i) above, (ii) the City and Master Tenant shall execute and the City shall authorize the Master Tenant to record the Amended and Restated Declaration of Covenants & Restrictions of the Bahia Mar Master Association, Inc. (substantially in the form as attached hereto and made a part hereof as Exhibit D).

2.3. Simultaneous with the conveyance of fee simple title air rights contemplated in Section 2.1 above, the Parties shall execute the Declaration of Restrictive Covenants (“Restrictive Covenants”), in substantially the form attached hereto and made part hereof as Exhibit E.

2.4. The order of recording shall be as follows: (1) the Declaration of Restrictive Covenants, followed by (2) the Amended and Restated Declaration of Covenants & Restrictions of the Bahia Mar Master Association, Inc, followed by (3) the Quit Claim Deed.

**3. Improvements**

3.1. CDD shall finance the following Improvements and subject to securing the necessary permits and securing additional funding, if required, the City shall construct the following Improvements within the timeframes set forth below;

Improvements	Timeframe
Install at least two (2) pickleball courts south of the Bahia Mar pedestrian bridge on the existing basketball court	Completed within 3 years from the Effective Date of this Agreement
New fitness equipment within Fort Lauderdale Beach Park	Completed within 3 years from the Effective Date of this Agreement

Relocation of storage/maintenance yard located under the Bahia Mar pedestrian bridge	Completed within <u>  2  </u> years from the Effective Date of this Agreement
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3.2 The CDD’s funding commitment for the Improvements referred to in Section 3.1 above shall not exceed one million dollars (\$1,000,000.00). The CDD and the City shall set forth a construction timetable and payment schedule which shall be mutually agreed to within ninety (90) days from the date the City has provided the notice that the City shall commence proceeding with the design and permitting of the Improvements.

3.3 The City possesses the authority to substitute and replace certain Improvements, as may be reasonably necessary, based upon certain costs, permitting and other factors. Any substitution or replacement of Improvements requires consent of the CDD, which shall not be unreasonably withheld.

4. **Term.** This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues for one (1) year after completion of the off-site public improvements specified in Section 3 above.
5. **Remedies.** In the event of a breach or default under this Agreement, the Parties shall be entitled to seek any and all available contractual or other remedies available at law or in equity.
6. **Liability.**
  - a. The Parties are considered state agencies, political subdivisions or municipalities under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Subject to the limitations of F.S. 768.28, Florida Statutes the, Parties shall at all times hereafter indemnify, hold harmless, and defend each other and all of the Parties’ officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys’ fees, court costs, and expenses (collectively, a “Claim”), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of a Party, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against a Party, which arose from or is caused by an act or omission of the other Party, the other Party shall, upon written notice from Indemnified Party, defend each Indemnified Party against each such Claim by counsel satisfactory to the Indemnified Party or, at the Indemnified Party’s option, pay for an attorney selected

by the Indemnified Party's attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

b. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency, municipality or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

c. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

7. **Assignment.** The respective obligations of the parties shall not be assigned, in whole or in part without the written consent of the other party, except that the City shall be permitted to hire third party vendors to install some or all of the improvements described in Section 3.1.

8. **Notices.** In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall become effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to CDD:

District Manager  
GMS – South Florida  
5385 N. Nob Hill Road Sunrise, Florida 33351  
Email: [rhans@gmssf.com](mailto:rhans@gmssf.com)

With a copy to:

District Counsel  
Dennis E. Lyles, Esquire  
515 E. Las Olas Blvd., Suite 600  
Fort Lauderdale, Florida 33301  
Email: [dlyles@bclmr.com](mailto:dlyles@bclmr.com)

Notice to City:

City Manager  
City of Fort Lauderdale  
101 NE Third Avenue, 14th Floor  
Fort Lauderdale, FL 33301  
Email: [gchavarria@fortlauderdale.gov](mailto:gchavarria@fortlauderdale.gov)

With a copy to:

City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd, Suite 1605  
Fort Lauderdale, FL 33301  
Email:

9. **Public Records.** The Parties shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

10. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

11. **Force Majeure.** If the performance of this Agreement, or any obligation hereunder is prevented by reason of: hurricane, earthquake, other casualty caused by nature, labor strike, war, pandemic, other matters outside such Parties ability to perform, or a law, order, proclamation, regulation, ordinance of any governmental agency, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed.

12. **Joint Preparation:** This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

13. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.

14. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to

fully effectuate the terms and provisions of this Agreement. The City Manager of the City and the authorized representative of the CDD are further authorized to execute and record any documents or instruments as may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

15. **Modification**: No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.

16. **Independent Contractor**. The Parties are independent contractors under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing any work, services, or activities under this Agreement, neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

17. **Materiality and Waiver of Breach**. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

18. **Compliance with Laws**. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

19. **Severability**. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

20. **Interpretation**. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a

particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

21. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND CDD HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

22. **Incorporation by Reference.** Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: CITY OF FORT LAUDERDALE, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2024, (Agenda Item No. \_\_\_\_), and BAHIA MAR COMMUNITY DEVELOPMENT DISTRICT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**CITY OF FORT LAUDERDALE**

ATTEST:

CITY OF FORT LAUDERDALE, a Florida  
municipal corporation

By: \_\_\_\_\_  
David R.. Soloman, City Clerk

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor-Commissioner

(SEAL)

\_\_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Greg Chavarria, City Manager



\_\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED AS TO FORM AND  
CORRECTNESS:

Thomas J. Ansbro, City Attorney

By: \_\_\_\_\_

Lynn Solomon  
Assistant City Attorney

\_\_\_\_\_ day of \_\_\_\_\_, 2024

**CDD Signatures**

**Exhibit A – Form of Quit Claim Deed**

**Exhibit B – Air Rights Parcel**

**Exhibit C – Form of Amendment No. 2 to Master Lease Agreement**

**Exhibit D – Form of Amended and Restated Declaration of Covenants & Restrictions of Bahia Mar  
Master Association, Inc.**

**Exhibit E – Form of Declaration of Restrictive Covenants**

**EXHIBIT A – FORM OF QUITCLAIM DEED**

Return recorded copy to:

City of Fort Lauderdale  
1 East Broward Blvd, Suite 1605  
Fort Lauderdale, FL 33301

This document prepared by  
and approved as to form by:

City Attorney  
City of Fort Lauderdale City Attorney’s Office  
1 East Broward Blvd, Suite 1605  
Fort Lauderdale, FL 33301

Folio:

**QUITCLAIM DEED**

THIS QUITCLAIM DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by CITY OF FORT LAUDERDALE, a Florida municipal corporation (“Grantor”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and BAHIA MAR COMMUNITY DEVELOPMENT DISTRICT (“Grantee”), whose address is \_\_\_\_\_.

(The terms “Grantor” and “Grantee” as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

**WITNESSETH:**

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor’s rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

See **Exhibit A**, attached hereto and made a part hereof (the “Property”).

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and on behalf of the said Grantee forever.

**THIS CONVEYANCE IS SUBJECT TO** all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for 202\_\_ and

all subsequent years.

The Grantor hereby reserves and retains all rights and benefits under that Master Lease dated April 13, 2022, as amended, any and all Phased Leases and that Declaration of Restrictive Covenants by and between the City, the CDD and Rahn Bahia Mar LLC.

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed in its name by the City Commission acting by the Mayor of said City Commission and the City Manager, the day and year aforesaid.

GRANTOR

ATTEST:

CITY OF FORT LAUDERDALE, a Florida  
municipal corporation

By: \_\_\_\_\_  
David R. Soloman, City Clerk

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor-Commissioner

(SEAL)

\_\_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Greg Chavarria, City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED AS TO FORM:  
City Attorney

By: \_\_\_\_\_  
Lynn Solomon  
Assistant City Attorney

\_\_\_\_\_ day of \_\_\_\_\_, 2024

**EXHIBIT A (to quit claim deed)**

**Legal Description**

**EXHIBIT B**  
**AIR RIGHTS PARCEL**



**McLAUGHLIN ENGINEERING COMPANY LB 285**  
**A DIVISION OF CONTROL POINT ASSOCIATES, INC. LB 8137**

CUTTING EDGE SURVEYING \* PLATTING \* LAND PLANNING  
 1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
 PHONE: (954) 763-7611 \* EMAIL: JHADDIX@CPASURVEY.COM



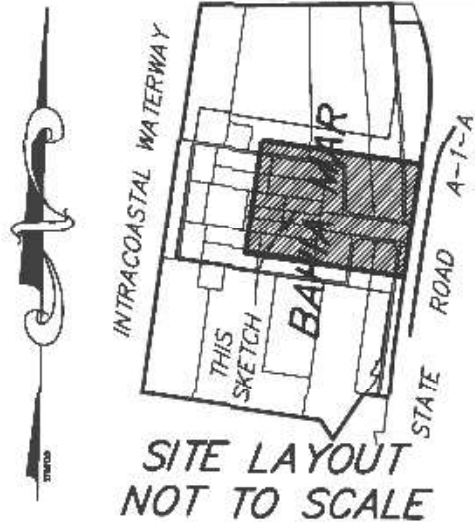
**SKETCH AND DESCRIPTION**  
**BAHIA MAR**  
**CDD PODIUM AIRSPACE**  
**SHEET 1 OF 2 SHEETS**

**LEGAL DESCRIPTION:**

A portion of the Parcels and those certain 10.00 foot Walkways adjacent thereto and within said Parcels, BAHIA MAR, according to the plat thereof, as recorded in Plat Book 35, Page 39, of the public records of Broward County, Florida, above the ground level (preconstruction), Elevation= 3.5 feet, North American Vertical Datum 1988, more fully described as follows:

Commencing at the Northeast corner of Parcel 32, of said BAHIA MAR; thence South 05°24'49" East, a distance of 80.22 feet; thence North 88°51'31" East, a distance of 110.52 feet to a point on a curve; thence Southerly on the West right of way line of State Road A-1-A (Seabreeze Boulevard) the following four (4) courses and distances 1) thence Southerly on said curve to the right, whose radius point bears South 71°48'21" West, with a radius of 876.51 feet, a central angle of 24°37'04", an arc distance of 376.60 feet to a point of tangency; 2) thence South 06°25'25" West, a distance of 216.58 feet to the Point of Beginning; 3) thence continuing South 06°25'25" West, a distance of 9.63 feet; 4) to the end of said four (4) courses and distances; thence South 08°01'55" West, a distance of 465.71 feet; thence North 81°58'10" West, a distance of 669.51 feet; thence North 08°01'50" East, a distance of 475.33 feet; thence South 81°58'10" East, a distance of 669.24 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County Florida and containing 318,241 square feet or 7.3058 acres more or less.



**NOTES:**

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the North line of plat (35/39), as North 81°51'26" East.

**CERTIFICATION**

Certified Correct. Dated at Fort Lauderdale, Florida this 4th day of October, 2023.

McLAUGHLIN ENGINEERING COMPANY  
 A DIVISION OF CONTROL POINT ASSOC. INC.

*J. M. McLaughlin Jr.*  
 JAMES M. McLAUGHLIN JR.  
 Registered Land Surveyor No. LS4497  
 State of Florida.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. 230306 (BAHIA MAR)

CHECKED BY: \_\_\_\_\_

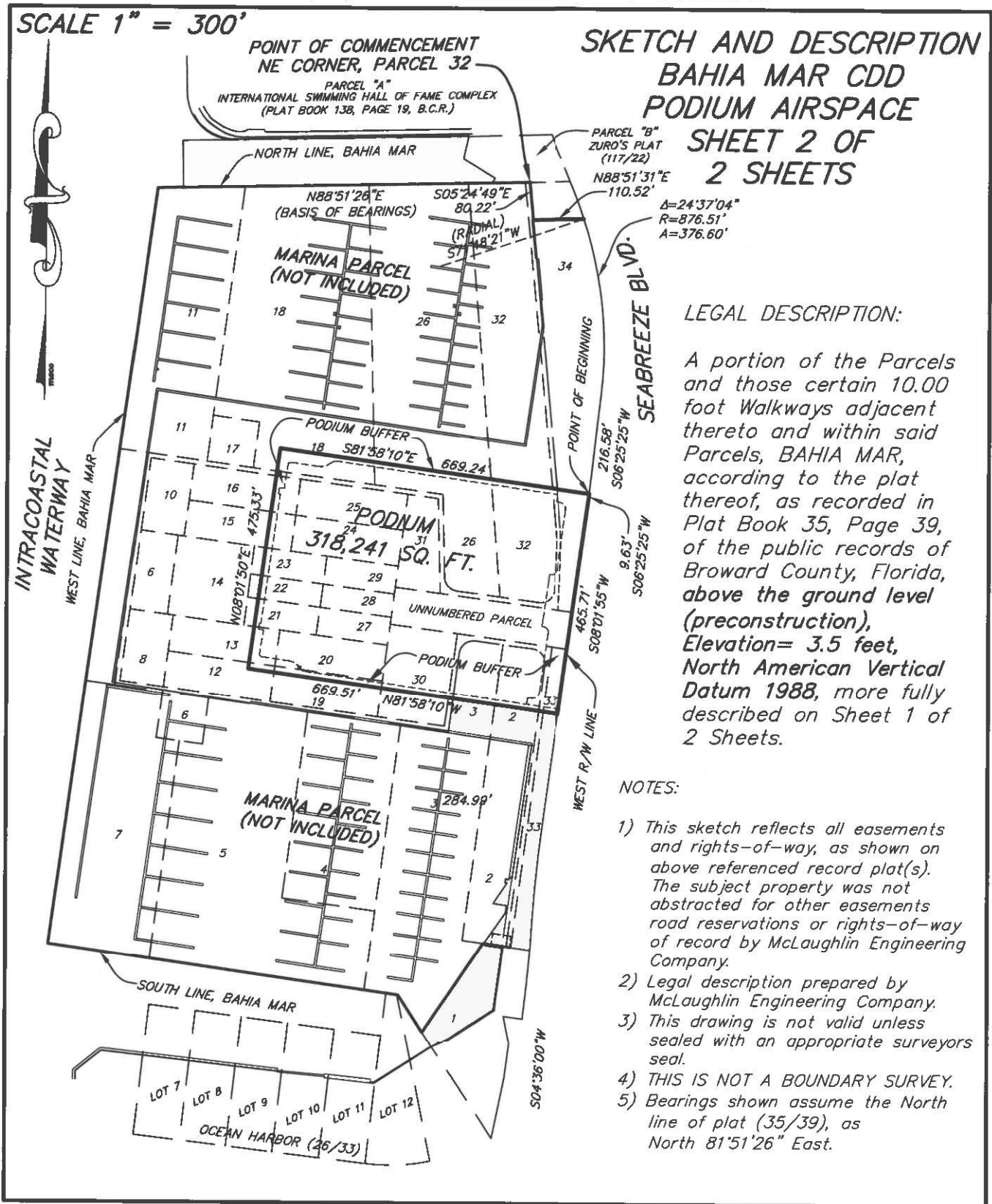
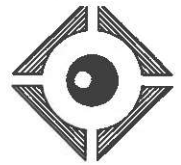
REF. DWG.: A-20(14), 97-3-134

C: \JMMjr\2023\ 230306 (BAHIA MAR)



**McLAUGHLIN ENGINEERING COMPANY LB 285**  
**A DIVISION OF CONTROL POINT ASSOCIATES, INC. LB 8137**

CUTTING EDGE SURVEYING \* PLATTING \* LAND PLANNING  
 1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
 PHONE: (954) 763-7611 \* EMAIL: JHADDIX@CPASURVEY.COM



**LEGAL DESCRIPTION:**

A portion of the Parcels and those certain 10.00 foot Walkways adjacent thereto and within said Parcels, BAHIA MAR, according to the plat thereof, as recorded in Plat Book 35, Page 39, of the public records of Broward County, Florida, above the ground level (preconstruction), Elevation= 3.5 feet, North American Vertical Datum 1988, more fully described on Sheet 1 of 2 Sheets.

- NOTES:**
- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
  - 2) Legal description prepared by McLaughlin Engineering Company.
  - 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
  - 4) THIS IS NOT A BOUNDARY SURVEY.
  - 5) Bearings shown assume the North line of plat (35/39), as North 81°51'26" East.

FIELD BOOK NO. \_\_\_\_\_  
 JOB ORDER NO. 230306 (BAHIA MAR)  
 REF. DWG.: A-20(14), 97-3-134

DRAWN BY: JMMjr  
 CHECKED BY: \_\_\_\_\_

**EXHIBIT C**

**AMENDMENT NO. 2 TO MASTER LEASE AGREEMENT**

**TO BE PROVIDED**

**TO BE APPROVED**



**EXHIBIT D**

**AMENDMENT AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF BAHIA MAR  
MASTER ASSOCIATION, INC.**

**TO BE PROVIDED**

**TO BE APPROVED**

**EXHIBIT E**

**DECLARATION OF RESTRICTIVE COVENANT**

**TO BE PROVIDED**

**TO BE APPROVED**