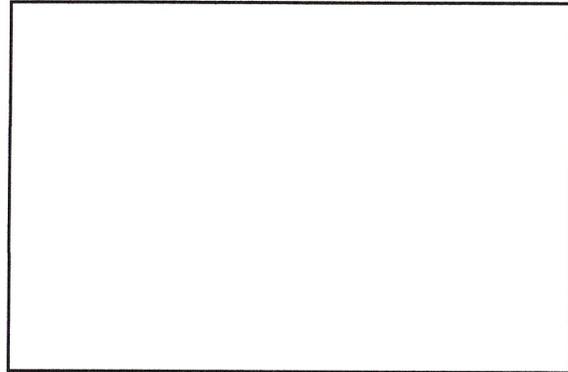


This instrument prepared by:
Robert B. Dunckel, Asst. City Attorney
City of Fort Lauderdale
One East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301



(Space Reserved for Recording Information)

**DECLARATION OF COVENANTS RUNNING WITH THE LAND
RESPECTING A CITY ISSUED DOCK PERMIT**

THIS is the Declaration of Covenants Running With the Land Respecting a City Issued Dock Permit (hereinafter, "Declaration") pursuant to City of Fort Lauderdale Code Section 8-144, entitled "Private Use of Public Property Abutting Waterways," dated this ___ day of _____, 2026, is by and between:

Roger A. Edwards and Mary Ann Edwards, husband and wife whose mailing address is 823 SE 2nd Street, Unit #A-6, Fort Lauderdale, FL 33301 (hereinafter, "DECLARANT")

and

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301 (hereinafter, "CITY")

RECITALS:

A. The CITY on October 2, 2019, adopted on second reading Ordinance No. C-19-12 which amended CITY Code Section 8-144, entitled "Private Use of Public Property Abutting Waterways".

B. CITY Code Section 8-143, entitled "Rights of City on Property Abutting Public Waterways" provides, in part, that wherever a public street or thoroughfare is laid out or existing in the CITY abutting or touching a waterway open to the public use, the CITY, as Trustee for the public, has and owns the riparian rights appurtenant thereto and shall have the right to grant dock permits for the use of private persons to construct, use, maintain and repair docks, piers and wharves at such places, the use of which are governed by CITY Code Section 8-144.

C. DECLARANT is vested with fee simple title to:

Townhouse Unit No. A-6, according to and subject to the Declaration of Covenants and Restrictions of Himmarshee Place, recorded December 18, 1981, in Official Record Book 9944, Page 167, of the public records of Broward County, Florida, which said Townhomes Unit is more particularly described as follows:
The East 14.91 feet of the West 99.83 feet of Lots 8, 9 and 10, Block 6, BEVERLY HEIGHTS, recorded in Plat Book 1, Page 30, Public Records of Broward County, Florida.

Street Address: 823 SE 2nd Street, Unit #A-6
Fort Lauderdale, FL 33301

Property ID# 5042 11 47 0060

(Hereinafter, “Property” or “Upland Property”)

by virtue of that certain General Warranty Deed dated January 3, 2019, recorded at Instrument # 115548481, Official Records of the Public Records of Broward County, Florida, which such Property is contiguous to a public street existing in the CITY abutting or touching a waterway open to the public and therefore comes within the jurisdiction of CITY Code Sections 8-143 and 8-144.

D. Prior to adoption of Ordinance No. C-19-12 amending CITY Code Section 8-144, Dock Permits were sometimes abandoned, terminated, expired or revoked and the CITY inherited the expense of removal of such Permitted Dock and it was recognized that there was a need to require the Permit Holder (DECLARANT herein) to provide security to cover the cost of maintenance and repair of the Permitted Dock and seawall and possible removal of the Permitted Dock, if needed, in the event of failure to do so on the part of the Permit Holder / DECLARANTS.

E. DECLARANT, pursuant to City of Fort Lauderdale Code Section 8-144 applied for a Dock Permit for use of a Permitted Dock abutting a public right-of-way adjacent to their Property.

F. The DECLARANT’S application for the Dock Permit was reviewed by the CITY’S Marine Advisory Board (“Board”) on January 7, 2026, and the Board recommended to the CITY Commission approval by 9 – 5 vote of the members of the Board in attendance.

G. The DECLARANT’S application for a Dock Permit pursuant to CITY Code Sec. 8-144 was reviewed by the CITY Commission on March 19, 2026, and a Dock Permit was granted pursuant to CITY Resolution No. 26-____. The terms, conditions and obligations set forth in City Commission Agenda Memo #26-0137 and CITY Resolution No. 26-____ are incorporated herein by reference as if set forth in full.

H. Pursuant to CITY Code Section 8-144 (1) (a) ten (10) days prior to the CITY Commission’s adoption of a Resolution granting the Dock Permit DECLARANT is required to execute and deliver to the CITY a covenant running with the land to be recorded in the Public

Records to provide security in the form of a potential Claim of Lien against the Property to cover the CITY's costs, if any, of maintenance, repair, reconstruction or timely removal of the Permitted Dock and appurtenances thereto upon the failure of DECLARANT to perform such obligations and to cover the CITY's costs in maintaining, repairing, reconstructing and/or removal of the Permitted Dock and appurtenances thereto upon the failure of the DECLARANT to timely perform such obligation should it arise.

NOW, THEREFORE, in consideration of the foregoing, the DECLARANT hereby agrees, covenants and declares as follows and CITY accepts such Declaration:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.

2. **Obligation to Maintain, Repair, Reconstruct or Remove Dock and Appurtenances.** Prior to adoption of CITY Resolution No. 26-___ granting a Dock Permit, DECLARANT has executed this Declaration and by virtue thereof DECLARANT agrees to be bound by the obligations, to the extent necessary, of maintenance, repair, reconstruct or removal of the Permitted Dock and appurtenances thereto, and, to the extent necessary, timely removal of the Permitted Dock and appurtenances thereto. Whether maintenance, repair or reconstruction or removal of the Permitted Dock and appurtenances thereto is necessary will be determined by the City Manager. The term "Permitted Dock" refers to the marginal dock, access ramp and appurtenances thereto permitted under City Resolution No. 26-___.

3. **Repair, Replace or Reconstruct in accordance with The Florida Building Code, City Engineering Standards and City Code Section 47-19.3 (f).** The DECLARANT'S obligation to repair, replace, reconstruct or maintain the Permitted Dock and appurtenances thereto shall be performed in such a manner as to be compliant with the requirements of The Florida Building Code, CITY Engineering Standards and CITY Code Section 47-19.3 (f), entitled "Boat slips, docks, boat davits, hoists and similar mooring structures" as well as other terms and conditions imposed by law or administrative regulations with jurisdiction over the subject matter or CITY Resolution No. 26-___ granting the Dock Permit.

4. **Failure to Maintain, Repair, Reconstruct or Remove Dock; Claim of Lien.** In the event DECLARANT fails to either (i) timely perform the obligations, to the extent necessary, of maintenance, repair, reconstruction or removal of the Permitted Dock and appurtenances thereto or (ii) timely perform the obligations, to the extent necessary, of removal of the Permitted Dock and appurtenances thereto, or both (i) and (ii), and the CITY expends funds to perform such obligations, then DECLARANT grants to and agrees with the CITY that the CITY may file a Claim of Lien against the Property for the cost of the CITY performing such obligations in the face of DECLARANT'S failure to so perform.

4.1. Interest on the Claim of Lien shall accrue on the unpaid amount at the rate of twelve percent (12.0 %) per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law.

4.2. The Lien shall be effective upon the recordation of the Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien at which time CITY shall record a satisfaction of such Lien.

4.3 DECLARANT agrees that they shall be liable for all costs associated with filing the Claim of Lien and foreclosure thereof including court costs and the CITY's reasonable attorneys' fees incurred in pursuit of the foreclosure of the Claim of Lien throughout the trial and all appellate court proceedings relative thereto.

4.4 DECLARANT, for itself and its successors in interest as to the Property, do hereby waive any rights to Homestead Exemption as granted by Article X, Section 4 of the Florida Constitution as to the Claim of Lien provided for herein.

5. **Discharge and Release of Claim of Lien.** In the event a Claim of Lien is recorded against the Property and the CITY is thereafter reimbursed for the costs underlying the Claim of Lien, then the CITY shall record a release, discharge or satisfaction of the Claim of Lien which as such release, discharge or satisfaction of the Claim of Lien may be executed by the City Manager. Further, upon payment of the amount of the Claim of Lien, the City shall release and discharge this Declaration, and such release and discharge shall be executed by the City Manager and recorded by the CITY, at DECLARANT'S expense, in the Public Records

6. **Expiration of Dock Permit.** Pursuant to the terms of CITY Code Section 8-144 (4) (b) and CITY Resolution No. 26-___ the Dock Permit expires upon (i) abandonment of the use of the Permitted Dock by DECLARANT or (ii) recordation of the deed of conveyance transferring title to the Property from DECLARANT to a third party successor in interest or (iii) termination, expiration or revocation of the Dock Permit by the CITY Commission, whichever (i), (ii) or (iii) shall first occur, subject to the survivability of this Declaration which is intended to run with the Property and the DECLARANT'S obligation to have, to the extent necessary, as determined by the City Manager, timely maintained, repaired or removed the Permitted Dock and appurtenances thereto. The Dock Permit granted by CITY pursuant to Resolution No. 26-___ may be revoked by the CITY Commission for good cause shown upon at least ninety (90) days advance notice to the DECLARANT and an opportunity for the DECLARANT to be heard, or as otherwise provided in Resolution No. 26-___.

7. **Removal of Dock Upon Expiration of Dock Permit.** DECLARANT agrees that upon expiration of the Permitted Dock as set forth above, the DECLARANT shall be obligated to remove the Permitted Dock and appurtenances thereto no later than three (3) months after the termination, revocation or expiration of the Dock Permit, unless a Dock Permit is granted in a timely manner to DECLARANT'S contract purchaser/successor in interest to the Property as provided for herein and in CITY Code Sec. 8-144. DECLARANT agrees that the provisions of

this Declaration shall be a continuing obligation that runs with the Property and survives expiration of the Dock Permit.

7.1. Either prior to or after expiration of the Dock Permit, an application for the Dock Permit at issue may be filed by a contract purchaser prior to obtaining fee simple title to the Property, provided, however, the granting of the Dock Permit will not be effective until such time as the conveyance of fee simple title to the Property has been recorded in the Public Records of Broward County, Florida.

8. **Discharge of Obligation to Remove Dock Upon Granting of Dock Permit to Successor Permit Holder.** DECLARANT agrees that in the event the Dock Permit is granted to a successor Permit Holder within a timely manner as proscribed in Paragraph 7 above, then the obligation to remove the Permitted Dock and all appurtenances thereto shall be discharged as to DECLARANT and a release and discharge of the Declaration shall be executed by the City Manager and recorded by the CITY in the Public Records of Broward County, Florida at the expense of the DECLARANT.

9. **Release and Discharge of Declaration.** DECLARANT agrees that in the event (i) the Permitted Dock and all or all appurtenances thereto are removed within the three (3) month period as set forth above or (ii) the Dock Permit is granted to the contract purchaser for the Property within a timely manner as set forth in Paragraph 7, above, then this Declaration shall be released and discharged by the CITY as to the DECLARANT'S interest in the Property and the covenants of this Declaration, and the City Manager is authorized to execute such release or discharge and it shall be recorded by the CITY in the Public Records of Broward County, Florida at the expense of the DECLARANT.

10. **Indemnification.** For the period commencing with the effective date of Resolution No. 26-___ through expiration of the Dock Permit, pursuant to Paragraph 6 (ii) or (iii) above, whichever shall first occur. DECLARANT hereby agrees to protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, fees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of DECLARANT pursuant to CITY Code Section 8-144 and City Resolution No. 26-___ granting the Dock Permit herein (collectively, "Claims," including Claims *ex contractu*, administrative or *ex delicto*), conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the Permitted Dock and Dock Area, or the breach or default by DECLARANT of any covenant or provision of Resolution granting the DECLARANT the Dock Permit and the use of the Dock Area, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents or employees.

10.1. As to tortious Claims (as contrasted with Claims arising *ex contractu* or administrative) this portion of the tortious Claims indemnification pertains to the tortious Claims arising from acts or omissions within the Dock Area or the Permitted Dock, as defined in the Resolution, and does not include Claims arising from acts or omissions within the Public Swale Area, as defined in Resolution No. 26-___. Without limiting the foregoing, any and all such Claims, suits, causes of action relating to personal injury,

death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the Dock or Dock Area, is included in the indemnity.

10.2. DECLARANT further agrees to investigate, handle, respond to, provide defense for, and defend any such tortious Claims at their sole expense and agrees to bear all other costs and expenses related thereto even if the tortious Claim is groundless, false or fraudulent and DECLARANT shall assume and defend not only itself but also the CITY in connection with any tortious Claims and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. The indemnification obligations for acts or omissions giving rise to tortious Claims on or before expiration of the Dock Permit pursuant to Paragraph 6 (ii) or (iii) shall survive and shall continue for a period of time coincident with the statute of limitations period applicable to the offending act, omission or default giving rise to the Claim at issue.

11. **Interpretation of Declaration; Severability.** This Declaration shall be construed in accordance with the laws of the State of Florida and Code of Ordinances of the City of Fort Lauderdale. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, by a court of competent jurisdiction, the remainder of this Declaration shall not be affected thereby. Rather, this Declaration is to be enforced to the extent permitted by law. The captions, headings and title of this Declaration are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Declaration is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Declaration, unless otherwise expressly provided. The terms and words used in this Declaration, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

12. **Venue.** Any controversies or legal problems arising out of this Declaration and any action involving the enforcement or interpretation of any rights or obligations hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, DECLARANT expressly waives whatever other privilege to venue they may otherwise have.

13. **Declaration Runs with The Property.** DECLARANTS, for themselves and their successors and assigns as to the Property agree and grant that the covenants of this Declaration and the covenants permitting a Claim of Lien to be filed against the Property upon certain terms and conditions shall run with the Property.

14. **Mangrove Trimming and Preservation Act ("Act") Compliance.** As more particularly set forth in Commission Agenda Mem #26-0137 accompanying CITY Resolution No. 26-____, the CITY, but not DECLARANT, is the riparian owner under the Act. Accordingly, it is the CITY, as riparian owner, that is charged with responsibility for compliance with the Act and Broward County Environmental Resource License DF25-1177 ("ERL") with regard to the Permitted and Dock Area's impact on the mangroves within the Dock Area (as defined in CITY Resolution No. 26-____).

14.1 Pursuant to the Act and the ERL issued by Broward County authorized certain actions of trimming and altering mangroves relative to accommodating the Dock Area. Relative to securing the ERL and meeting the terms and conditions thereof, CITY has and will continue to incur fees and expenses relative to (i) applying for the current ERL and potentially future ERLs and (ii) the trimming and alteration of mangroves under the ERL and compliance with the Act. DECLARANT shall be responsible for reimbursing CITY within ninety (90) days of receipt of an invoice for expenses incurred by CITY in compliance with the ERL and the Act. After ninety (90) days of receipt of invoice, interest on the unpaid balance shall accrue at the rate of twelve (12%) percent per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by law.

14.2 Such reimbursable fees and expenses shall include, but not be limited to reimbursement for the fees and expenses incurred (i) in applying for the ERL, (ii) initial trimming and removal of mangroves for the Dock Area as authorized under the ERL, (iii) any future fees or expenses incurred in securing a Supplemental ERL in the event future trimming or removal or both of mangroves is needed, (iv) eight (8%) percent of the fees incurred relative to the 50 voluntarily planted mangroves that satisfy the alteration/removal of mangrove seedlings in the Dock Area as to expenses incurred by CITY in filing the annual reports required under the ERL and any required remedial actions relating thereto, and (v) any other fees or expenses incurred by CITY relative to compliance with the Act or the ERL or Supplemental ERLs relating to the Dock Area.

15. **Effective Date.** This Declaration shall not be effective until such time as (i) a certified copy of the Resolution granting the Dock Permit has been recorded in the Public Records of Broward County, Florida by the CITY, (ii) together with a copy of this Declaration, and (iii) a copy of the recorded Resolution and recorded Declaration is filed with the CITY's Office of Marine Facilities, all (i), (ii) and (iii) at DECLARANT'S expense.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this DECLARATION has been duly signed and sealed by the DECLARANT and the proper CITY officials on or as of the day and year first above written.

WITNESSES:

DECLARANT:

Kecleis Jove
KECLEIS JOVE

Print Name

Address: 1401 E BROWARD BLVD, #300
FORT LAUDERDALE, FL 33301

RA Edwards

Roger A. Edwards

Natasha Rusconi
NATASHA RUSCONI

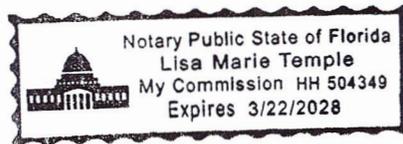
Print Name

Address: 1401 E BROWARD BLVD
STE 300, FL LAUDERDALE, FL 33301

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3rd day of March, 2026, by Roger A. Edwards.

Lisa Marie Temple
Signature of Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

Personally Known OR Produced Identification _____
Type of Identification Produced _____

WITNESSES:

DECLARANT:

Keckeis Jaye
[Witness Signature]

Mary Ann Edwards
Mary Ann Edwards

KECKEIS JAYE
[Witness type or print name]

Address: 1401 E BROWARD BLVD, #300
FORT LAUDERDALE, FL 33301

NATASHA RUSCONI
[Witness type or print name]

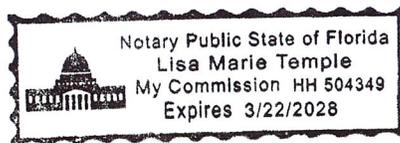
[Signature]
[Witness Signature]

Address: 1401 E BROWARD BLVD
STE 300, FORT LAUDERDALE, FL 33301

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3rd day of March, 2026, by Mary Ann Edwards.

Lisa Marie Temple
Signature of Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

Personally Known OR Produced Identification _____
Type of Identification Produced _____

WITNESSES:

**AS TO CITY
CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

[Witness Signature]

[Witness type or print name]

Address: _____

By : _____
Dean J. Trantalis, Mayor

By: _____
Rickelle Williams, City Manager

[Witness Signature]

[Witness type or print name]

Address: _____

Approved as to form and correctness:

ATTEST:

By: _____
Shari L. McCartney, City Attorney

By: _____
David R. Soloman, City Clerk

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of physical presence or online, this ____ day of _____, 2026, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or online, this ____ day of _____, 2026 by RICKELLE WILLIAMS, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____