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**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**STERLING HILL  
COMMUNITY DEVELOPMENT DISTRICT**

The public hearing and regular meeting of the Board of Supervisors of Sterling Hill Community Development District was held on **Tuesday, August 14, 2012 at 6:30 p.m.** at the Sterling Hill North Clubhouse located at 4411 Sterling Hill Boulevard, Spring Hill, Florida, 34609.

Present and constituting a quorum:

Mark Sifford	<b>Board Supervisor, Chairman</b>
Ken Jones	<b>Board Supervisor, Vice Chairman</b>
John Blakley	<b>Board Supervisor, Assistant Secretary</b>
Christina Miller	<b>Board Supervisor, Assistant Secretary</b>
Sandra Manuele	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Greg Cox	<b>District Manager; Rizzetta &amp; Company, Inc.</b>
Kelly Evans	<b>Staff Manager; Rizzetta Amenity Services</b>
Jason Pond	<b>Clubhouse Manager; Rizzetta Amenity Services</b>
Tonja Stewart	<b>District Engineer; Stantec, Inc.</b>
Mark Straley	<b>District Counsel; Straley &amp; Robin (<i>via speakerphone</i>)</b>

Audience

**FIRST ORDER OF BUSINESS**

**Call to Order and Pledge of Allegiance**

Mr. Sifford called the meeting to order and asked Mr. Cox to read the roll call. All those in attendance then stood to recite the Pledge of Allegiance.

**SECOND ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' Meeting Held July 10, 2012**

Mr. Sifford presented the minutes of the Board of Supervisors' meeting held on July 10, 2012 to the Board for consideration.

<p>On a Motion by Ms. Miller, seconded by Mr. Jones, with all in favor, the Board approved the minutes of the Board of Supervisors' Meeting held on July 10, 2012 as presented for Sterling Hill Community Development District.</p>
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**THIRD ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for July 2012**

Mr. Cox presented the operation and maintenance expenditures for July 2012 totaling \$103,546.35 to the Board for consideration.

On a Motion by Ms. Manuele, seconded by Ms. Miller, with all in favor, the Board approved the Operation and Maintenance expenditures for July 2012 totaling \$103,546.35 for Sterling Hill Community Development District.

**FOURTH ORDER OF BUSINESS**

**Discussion of Locking Pedestrian Gates**

Mr. Cox reintroduced the topic of locking the pedestrian gates, of which there are twenty-two. Mr. Pond presented two estimates to the Board, one for self-locking gates at a cost of \$3,600.00, and one for keypad locks at a cost of approximately \$9,000.00. Discussion ensued. Audience member Louis Peters noted there are two gates at each neighborhood in the District, and suggested sealing one gate completely and locking the other to cut the cost in half. Another audience member said that in speaking with her neighbors, the residents seem to be split evenly between locking the gates or leaving them open.

On a Motion by Ms. Manuele, seconded by Mr. Jones, with all in favor, the Board approved the proposal for installation of key locks on the pedestrian gates in the amount of \$3,600.00 for Sterling Hill Community Development District.

**FIFTH ORDER OF BUSINESS**

**Landscape & Irrigation Services Update**

Mr. Cox advised that operations manager John Toborg will be performing his first District inspection that Friday and will present his first report at the next meeting. Mr. Pond indicated that palms have been trimmed as have the other trees and shrubs, and the large plant installations previously approved will begin very shortly.

**SIXTH ORDER OF BUSINESS**

**Consideration of Elgin Boulevard  
Mowing Proposal**

The proposal from Cardinal Landscaping to maintain the Elgin Boulevard median areas was revisited. Mr. Pond advised that the County will allow the District to perform that maintenance and he will obtain something in writing to confirm that fact. Discussion ensued. Audience member Mr. Peters suggested seeking reimbursement of mowing costs from the County.

On a Motion by Ms. Manuele, seconded by Mr. Blakley, with all in favor, the Board approved the proposal from Cardinal Landscaping for basic maintenance of the median areas on Elgin Boulevard in the amount of \$1,800.00 for Sterling Hill Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Arbitrage Services  
Engagement Letters**

Mr. Cox presented a letter of engagement for arbitrage calculation services to the Board for consideration.

On a Motion by Mr. Jones, seconded by Ms. Miller, with all in favor, the Board approved the arbitrage calculation services engagement letter from LLS Tax Solutions, Inc. for Sterling Hill Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year 2012/2013  
Final Budget**

On a Motion by Mr. Blakley, seconded by Mr. Sifford, with all in favor, the Board opened the public hearing on Fiscal Year 2012/2013 Final Budget for Sterling Hill Community Development District.

Mr. Cox presented the proposed final budget to the Board for consideration and opened the floor to any questions and comments from members of the audience. One audience member asked if there was an increase, to which Mr. Cox advised no. The audience member also asked about spending for things like the gates and the median mowing would affect the proposed budget, to which Mr. Cox also advised no.

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2012-02,  
Adopting Fiscal Year 2012/2013 Final  
Budget**

Mr. Cox asked the Board if they had any adjustments to make to the proposed budget. The Board did not. Mr. Cox then presented Resolution 2012-02 to the Board for consideration.

On a Motion by Mr. Sifford, seconded by Mr. Blakely, with all in favor, the Board approved Resolution 2012-02, Adoption of Fiscal Year 2012/2013 Final Budget, for Sterling Hill Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2012-03,  
Imposing Special Assessments and  
Certifying Assessment Roll**

Mr. Cox presented Resolution 2012-03 to the Board for consideration and explained it to the Board.

On a Motion by Mr. Sifford, seconded by Mr. Jones, with all in favor, the Board approved Resolution 2012-03, Imposing Special Assessments and Certifying An Assessment Roll, for Sterling Hill Community Development District.

On a Motion by Mr. Blakley, seconded by Ms. Manuele, with all in favor, the Board closed the public hearing on Fiscal Year 2012/203 Final Budget for Sterling Hill Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2012-04,  
Adopting Fiscal Year 2012/2013 Annual  
Meeting Schedule**

Mr. Cox presented Resolution 2012-04 to the Board for consideration. He indicated he spoke with Scott Brizendine about possibly changing the meeting schedule as Mr. Brizendine may become the District's manager, and also took into consideration the current schedule of new operations manager Mr. Toborg. Discussion ensued. The Board decided not to make any changes at present. Mr. Cox advised that the budget meetings would most likely be held in May and August. The Board requested those meetings to be held at 6:00 p.m. along with February's meeting.

On a Motion by Ms. Miller, seconded by Ms. Manuele, with all in favor, the Board approved Resolution 2012-04, Adopting Fiscal Year 2012/2013 Annual Meeting Schedule, for Sterling Hill Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Presentation of District Unaudited  
Financial Summary**

Mr. Cox presented the latest District unaudited financial summary to the Board and reviewed it for them.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

A. District Counsel

No report given.

B. District Engineer

Ms. Stewart provided an update on the erosion damage repair work. She advised the final costs of the emergency repairs contract with Central Concrete are confirmed at \$22,100.00 plus \$4,000.00 for the backfill clay plus \$800.00 for additional technical engineering services.

Ms. Stewart then spoke about the ADA 2010 required pool chair lifts, indicating there seems to be a manufacturer defect in the circuit board and the motor of the chair. She discussed a manufacturer warranty (Exhibit A), advising she will monitor

the situation and keep District Counsel apprised over the next few months as the manufacturer makes amends to correct its product.

Ms. Miller asked about the status of policy language on installing pavers in one's driveway being constructed by District Counsel. Mr. Straley will write up a draft of the policy and bring it to the next meeting.

C. Amenities Management

Mr. Pond reviewed the July 2012 amenities management report and gave a brief update on recent events and maintenance. He stated that since the barbecue grills are used so extensively and end up wearing out every 2-3 years he is looking into purchasing industrial-grade grills which come with warranties and customer service. So far he has a price of \$1,400.00 for two grills (\$699.00 each). The Board gave their Approval and asked that Mr. Pond also purchase covers for the grills.

Mr. Cox stated that he and Mr. Pond have had several requests from residents to install a bocce ball and /or shuffleboard court. Mr. Pond advised he has done research and obtained one proposal for a shuffleboard court at a cost of \$17,500. Ms. Evans confirmed that estimate as compared to another District that recently installed one. Brief discussion ensued. Mr. Pond will keep researching.

D. District Manager

Mr. Cox announced the next regular meeting is scheduled to be held September 11, 2012 at 9:00 a.m.

**FOURTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

**Audience**

Louis Peters stated that cleaning out just a few drain pipes is not enough. He also stated that certain street lights are not being repaired fast enough..

Fred Deyesu stated that he is an avid bocce ball player and building a bocce ball court is a waste of money, as the sport is more enjoyable when played on grass. He also asked that when landscapers are mowing around the pond the crew needs to blow the grass down the hill and he also said the mowers are driving way too fast.

Mr. Deyesu also asked why certain villages pay more money for the landscaping, amenities, etc. than others. Mr. Cox explained it has to do with how the District's methodology was generally developed depending on lot size and other factors. Mr. Cox will speak with his Financial Consulting department and present more detailed information at the next meeting.

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Supervisors


There were no additional Supervisor requests.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Miller, seconded by Ms. Manuele, with all in favor, the Board of Supervisors adjourned the meeting at 9:57 a.m. for Sterling Hill Community Development District.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman

# **Exhibit A**

August 2, 2012

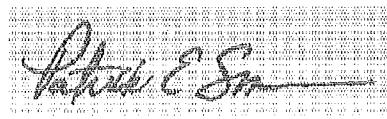
Rizzetta & Company  
3434 Colwell Avenue  
Suite 200  
Tampa, FL 33614

RE: SR Smith Accessibility Lift Warranty

To Whom It May Concern:

SR Smith will honor the company warranty as outlined below for Aquatic Lifting System products only based on the date of installation rather than the date of purchase which are installed by Peninsular Aquatics.

Regards,

A handwritten signature in black ink, appearing to read "Patrick E. Smith", is written over a background of a dense grid of small, light-colored characters.

Patrick E. Smith  
Director of Sales – East  
SR Smith, LLC



#### Limited Warranty

S.R. Smith, LLC warrants to the original retail purchaser that products manufactured by S.R. Smith, when properly assembled and installed in accordance with S.R. Smith's assembly and installation instructions, and properly used and maintained, shall be free from defects in material and workmanship for a period of three (3) years from the date of original manufacture except for the following items: WetDek™ (1 year) and PoolSonix™ (2 years). The original retail purchaser must follow the procedure set forth below when submitting a warranty claim. S.R. Smith will repair or replace, at its option, the product, and return it to the owner freight prepaid. Determination of repair or replacement shall be solely at the discretion of S.R. Smith. Aquatic lift systems, components and batteries have a separate warranty, set forth below.

All Aquatic Lifting Systems have a three (3) year warranty on the frame, excluding the powder coated finish, which may become scratched with normal use. All electronic and motor components, with the exception of batteries, have a full two (2) year warranty. Within the warranty period, S.R. Smith will repair or replace any item deemed to be found defective. Lift batteries come with a one-year, pro-rated warranty. During the first 90 days of ownership, batteries will be covered 100%. If a battery failure occurs between day 91 and day 365, batteries are covered at 50% of the original cost. Normal maintenance and care of the unit, including charge of the battery when not in use is recommended. Do not store the unit, battery or components near or around chemicals.

The warranty is non-transferable and is subject to the following terms and conditions (View complete S.R. Smith Terms & Conditions of Sale):

S.R. Smith shall not be responsible for the cost of removal or replacement of any defective S.R. Smith product, nor for any other expenses or for damages which might be incurred in such removal and replacement.

This warranty specifically excludes fading of materials, microbiological staining of diving boards or pool slides and rust or corrosion of any metallic products or parts. Refer to S.R. Smith care and maintenance instructions for regular maintenance and cleaning of S.R. Smith Products. Maintenance instructions can be found at the Care & Maintenance tab on this page.

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to Acts of God, misuse or abuse, accident or negligence, fire, improper assembly or installation, chipping or flaking of powder or vinyl coatings, or ice damage. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of S.R. Smith, all warranties are void.

**IMPORTANT: WEIGHT LIMIT ON DIVING BOARDS, JUMP BOARDS, STANDS, SLIDES, LADDERS AND LADDER STEPS SHALL BE NOT MORE THAN 250 POUNDS. EXCEPTIONS: FRONTIER IV BOARD AND BASE NOT MORE THAN 400 POUNDS. TURBOTWISTER AND TYPHOON SLIDES NOT MORE THAN 275 POUNDS. CYCLONE SLIDE NOT MORE THAN 175 POUNDS. VORTEX SLIDES NOT MORE THAN 325 POUNDS.**

S.R. Smith shall not be liable for any consequential, special or incidental damages, including, but not limited to any damages for loss of use of pools or injury to person or property, and any claims therefore are hereby specifically disclaimed and excluded. Some states do not allow the exclusion or limitation of incidental, special or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. The warranty is extended to, and enforceable only by the original retail purchaser.

If any S.R. Smith products fail during the warranty period as a result of a defect in material or workmanship covered by this warranty, the original retail purchaser must notify S.R. Smith by using the Warranty Claim form, located on the Warranty Claim tab on this page. This notice from the original retail purchaser must contain all pertinent product information as outlined in the warranty claim form. S.R. Smith will determine if the product is to be returned to the factory or will ask that ( 1 ) the defective area and ( 2 ) the part of the product stamped with the serial number be removed and returned. Product pieces must be cleaned and returned freight prepaid to S.R. Smith's facility at either 1017 SW Berg Parkway, Canby, OR 97013 or 105 Challenger Drive, Portland, TN 37418 as determined by S.R. Smith.

THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO THE PRODUCTS SHALL BE LIMITED TO REPAIR OR REPLACEMENT AT S.R. SMITH'S DESIGNATED FACTORY OR IN PLACE AT S.R. SMITH'S OPTION. IN NO EVENT SHALL S.R. SMITH'S LIABILITY EXCEED THE ENTIRE AMOUNT PAID TO S.R. SMITH BY THE ORIGINAL PURCHASER FOR THE FAILED OR DEFECTIVE PRODUCT.

IN NO EVENT SHALL S.R. SMITH BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS FROM ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE.

No representative of S.R. Smith, nor any of its agents, distributors or dealers has any authority to alter in any manner the terms of this warranty and S.R. Smith is not responsible for any undertaking, representation or warranty made by any other person beyond the warranty expressly set forth in this warranty.