

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT

**BOARD OF SUPERVISORS' MEETING
SEPTEMBER 11, 2012**

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT AGENDA SEPTEMBER 11, 2012 at 9:00 a.m.

At the North Sterling Hill Clubhouse located at 4411 Sterling Hill Boulevard, Spring Hill, FL 34609.

District Board of Supervisors	Mark Sifford Ken Jones John Blakley Christina Miller Sandra Manuele	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Greg Cox	Rizzetta & Company, Inc.
District Attorney	Mark Straley	Straley & Robin
District Engineer	Tonja Stewart	Stantec, Inc.

All Cellular phones and pagers must be turned off while in the clubhouse.

The District Agenda is comprised of four different sections:

The meeting will begin promptly at **9:00 a.m.** with the first section which is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The second section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 994-1001 at least seven days in advance of the scheduled meeting. Requests to address items that are not on this agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting and will be heard under "Public Comments". The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT IS A MAINTENANCE-RELATED ITEM, THESE ITEMS WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINISTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

August 31, 2012

**Board of Supervisors
Sterling Hill Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Sterling Hill Community Development District will be held on **Tuesday, September 11, 2012 at 9:00 a.m.**, at the North Sterling Hill Clubhouse located at 4411 Sterling Hill Boulevard, Spring Hill, FL 34609. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held July 10, 2012Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for August 2012
(*under separate cover*)
- 4. BUSINESS ITEMS**
 - A. Landscape & Irrigation Services Update
 - B. Discussion Regarding Driveway Aprons & Sidewalks
 - i. Presentation of Driveway Apron Improvement AgreementTab 2
 - ii. Consideration of Resolution 2012-05, Policy for Driveway Aprons and Sidewalk ImprovementsTab 3
 - C. Presentation of District Unaudited Financial Summary
(*under separate cover*)
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Management
 - D. District Manager

6. **AUDIENCE COMMENTS**
7. **SUPERVISOR REQUESTS**
8. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Very truly yours,



Greg Cox
District Manager

cc: Mark Straley; Straley & Robin
Tonja Stewart; Stantec Inc.
Kelly Evans; Rizzetta Amenity Services, Inc.

Tab 1

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	Board Supervisor, Chairman
Ken Jones	Board Supervisor, Vice Chairman
John Blakley	Board Supervisor, Assistant Secretary
Christina Miller	Board Supervisor, Assistant Secretary
Sandra Manuele	Board Supervisor, Assistant Secretary

Also present were:

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

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.

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.

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 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 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 about \$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 Davis stated 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 the 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. Davis also asked why certain District 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.

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

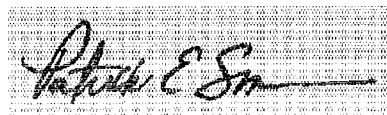
Rizzetta & Company
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

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 fine, repeating grid pattern.

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.

Tab 2

Prepared by/Return to:

DRIVEWAY APRON IMPROVEMENT AGREEMENT

This Driveway Apron Improvement Agreement (the "Agreement"), is made and entered into this ____ day of _____, 20____, by and between **Sterling Hill Community Development District**, a special purpose local government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, (the "District"), and _____

_____, whose address is _____, together with their successors and assigns (the "Homeowner").

WITNESSETH:

WHEREAS, the District is the owner of the public right-of-way and the sidewalk located in front of the lot located at _____

_____ (the "Lot"). A copy of the deed to the Homeowner's lot is attached as **Exhibit "A"**; and

WHEREAS, the Homeowner has requested permission from the District to improve the portion of their driveway apron and sidewalk located in front of their Lot on District owned right-of-way in the following manner: _____

_____ (the "Driveway Apron Improvements"); and

WHEREAS, the District wishes to allow the Homeowner to construct the Driveway Apron Improvements, provided the Homeowner agrees to the terms and conditions contained in this Agreement; and

WHEREAS, the Homeowner agrees that they shall, at their sole cost and expense, comply with all of the terms and conditions provided for in this Agreement.

NOW, THEREFORE, the District, for and in consideration of mutual covenants and conditions contained herein, does hereby, pursuant to the terms and conditions of this Agreement,

grant to the Homeowner a nonexclusive license for the sole purpose of improving the driveway apron and sidewalk in front of their Lot, subject to the following terms and conditions.

ARTICLE 1. INCORPORATION OF RECITALS. The Recitals set forth are true, correct and are incorporated herein by reference.

ARTICLE 2. TERM. This Agreement shall become effective upon the execution by both parties and may be recorded in the public records of Hernando County, Florida.

ARTICLE 3. IMPROVEMENT OF DRIVEWAY APRON AND SIDEWALK

A. The Homeowner is authorized to install the Driveway Apron Improvements.

B. The Homeowner agrees that they are responsible for ensuring the Driveway Apron Improvements shall not endanger or interfere with persons traveling upon any public streets or sidewalks within the District. In the event that there is any damage or injuries as a result of the Driveway Apron Improvements, the Homeowner agrees to promptly pay the District for any costs incurred because of those damages and/or injuries.

C. The Homeowner is responsible for ensuring that the Driveway Apron Improvements shall not in any way conflict with any law, statute, ordinance, or governmental rule or regulations.

D. The Homeowner, at their sole cost and expense, hereby covenants and agrees to comply with all applicable laws, statutes, ordinances, rules and/or regulations of any entity, governmental or otherwise, having jurisdiction over the Driveway Apron Improvements including, but not limited to, the Americans with Disabilities Act.

E. The Homeowner shall obtain, as their sole cost and expense, all licenses, permits, and/or other governmental approvals which may be required for construction of the Driveway Apron Improvements.

F. The Homeowner shall obtain, as their sole cost and expense, all approvals from the homeowners' association which may be required for construction of the Driveway Apron Improvements.

G. The Homeowner shall not modify or alter any control structures, drainage pipes, drainage facilities or other improvements of the District without the prior written approval of the District.

ARTICLE 4. MAINTENANCE OF PROPERTY

A. The Homeowner shall repair and maintain the Driveway Apron Improvements, when necessary or desirable, as determined solely at the discretion of the District. The

Homeowner shall be solely responsible for the costs of any repair or maintenance of the Driveway Apron Improvements.

B. The Homeowner, at their sole cost and expense, shall keep the Driveway Apron Improvements in good repair and in a neat, orderly, and safe condition.

C. In the event the District, must maintain, repair and/or replace any utility and/or drainage facilities or construct new utility and/or drainage facilities, the Homeowner acknowledges and agrees that the Homeowner shall be solely responsible for the replacement or repair of the Driveway Apron Improvements. The Homeowner acknowledges and agrees that the District is not responsible for restoring the Driveway Apron Improvements to the condition that existed before the District conducted the foregoing activities.

ARTICLE 5. INSURANCE. The Homeowner shall insure that during the construction and maintenance of the Driveway Apron Improvements, all contractors and/or subcontractors, at their sole cost and expense, shall obtain and keep in full force and effect, a comprehensive, general liability insurance policy insuring against claims for personal injury, death or property damage occurring upon, in or about the Driveway Apron. The coverage and limits shall not be less than One Million Dollars (\$1,000,000.00), Each Occurrence, General Liability. The Homeowner shall ensure that the District is named as an additional insured within the policy prior to the commencement of any work. The Homeowner shall insure that the policy provides for at least thirty (30) days written notice from the Insurer to the District prior to termination or cancellation of the insurance policy provided for herein.

ARTICLE 6. RISK OF USE/HOMEOWNER RESPONSIBILITY. The Homeowner agrees and acknowledges that the Driveway Apron Improvements shall be used at the sole risk and expense of the Homeowner, and that the District is expressly relieved of any responsibility for any damage or loss to the Homeowner or any other party resulting from such use.

ARTICLE 7. AMENDMENT. This Agreement may only be amended in writing by both parties.

ARTICLE 8. LICENSE AGREEMENT TO RUN WITH THE LAND. The rights and obligations of the Homeowner under this Agreement shall run with the land and shall be binding upon all successive owners of the property described as the Lot.

ARTICLE 9. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties hereto, with respect to the subject matter contained herein, and supersedes all prior negotiations, understandings, representations or agreements, either written or oral.

ARTICLE 10. DISTRICT RESERVATION OF RIGHTS.

A. Nothing contained herein shall constitute a waiver by the District of its right to use the Driveway.

B. The rights granted to Homeowner herein regarding the use of the Driveway Apron Improvements shall not conflict or interfere with the District's right to maintain, repair and/or replace any roadway utility and/or drainage facilities or other improvements within the Lot.

ARTICLE 11. NOTICE. All notes, communications and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with Notice deemed to be given upon receipt, and sent to their addresses shown above.

ARTICLE 12. SEVERABILITY. If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.

ARTICLE 13. EVENTS OF DEFAULT. The Homeowner shall be in default under this Agreement if they default in the performance of or compliance with any of their respective obligations pursuant to the terms or provisions of this Agreement.

ARTICLE 14. EFFECT OF DEFAULT BY HOMEOWNER. If at any time an event of default shall occur and shall continue for a period of thirty (30) days after the District gives written notice of the event of default to the Homeowner, the District may terminate this Agreement and require the Homeowner to restore the Driveway Apron Improvements to its original condition, at the Homeowner's sole cost and expense. If the Homeowner fails to restore the Driveway Apron Improvements to its original condition within the foregoing time period, the District may, but is not obligated, to restore the Driveway Apron Improvements to its original condition, and the Homeowner shall reimburse the District for the restoration costs.

ARTICLE 15. ENFORCEABILITY OF AGREEMENT. In the event that either the District or the Homeowner is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. This Agreement shall be governed by Florida law with venue in Hernando County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
this _____ day of _____, 20_____.

WITNESSES:

Printed Name: _____

Printed Name: _____

By: _____
Printed Name: _____

By: _____
Printed Name: _____

**STERLING HILL COMMUNITY
DEVELOPMENT DISTRICT**

Printed Name: _____

Printed Name: _____

By: _____
Name: _____
District Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ and _____, who are both personally known to me or has produced _____ as identification.

Notary Public

Printed/Typed Name of Notary

Commission No. _____

Commission Expires _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as District Manager of the Sterling Hill Community Development District. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed/Typed Name of Notary

Commission No. _____

Commission Expires _____

Tab 3

RESOLUTION 2012-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STERLING HILL COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR THE CONSTRUCTION AND MAINTENANCE OF THE DRIVEWAY APRONS AND SIDEWALK IMPROVEMENTS.

WHEREAS, the Sterling Hill Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hernando County, Florida; and

WHEREAS, the Board of Supervisors of the Sterling Hill Community Development District (the "Board") is authorized under Chapter 190, Florida Statutes to establish policies for the construction and maintenance of the driveway aprons and sidewalks within District owned right-of-ways; and

WHEREAS, the Board desires to adopt a policy for the construction and maintenance of the driveway aprons and sidewalks by homeowners within District owned right-of-ways.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STERLING HILL COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The District hereby adopts the policy outlined in **Exhibit "A"** for the construction and maintenance of the driveway aprons and sidewalk improvements within District owned right-of-ways.

Section 2. This Resolution shall become effective immediately upon its adoption, and the District may amend this policy at any time.

PASSED AND ADOPTED THIS 11th DAY OF SEPTEMBER, 2012.

Attest:

**Sterling Hill Community
Development District**

Name: _____
Assistant Secretary

Name: _____
Chairman of the Board of Supervisors

Exhibit "A"

DRIVEWAY APRONS AND SIDEWALK IMPROVEMENT POLICY

The Sterling Hill Community Development District (the "**District**") has adopted the following policy for homeowners desiring to construct and maintain driveway aprons and/or sidewalk improvements on District owned right-of-ways.

1. Any homeowner desiring to install a driveway apron and/or sidewalk improvements including, but not limited to, stamped concrete, concrete staining, or brick pavers, on the District owned right-of-ways must submit their request to the homeowners' association. The homeowner may not construct the improvements until they have received written authorization from both the association and the District.
2. In the request, the homeowner must submit: (a) a Driveway Apron Improvement Agreement that has been signed and notarized by the homeowner, (b) a check payable to the Sterling Hill Community Development District in the amount of \$95.00 for the county recording costs, and (c) a detailed description and sketch of the proposed improvements.
3. The District Manager shall approve the request on behalf of the District if the proposed improvements: (a) are authorized by the homeowners' association, (b) are in compliance with all governmental regulations and permits (including the Americans with Disabilities Act), and (c) do not interfere with the District's use of its right-of-way.
4. Following receipt of written authorization from the homeowners' association and the District, the homeowner may construct the improvements.
5. After installing the improvements, the homeowner, at their cost, must maintain and repair their driveway and sidewalk improvements.

6. If the homeowner does not properly maintain their driveway apron and sidewalk improvements, the homeowner, at their sole cost, shall restore the driveway apron and sidewalk to its original condition.

7. If the District needs to use or maintain its right-of-way or the District infrastructure located under the driveway apron and sidewalk, the District will not be responsible for repairing or replacing any improvements installed by the homeowner.

Policy Adoption Date: _____, 2012