

RESOLUTION 2014-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STERLING HILL COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR THE PAINTING AND STAINING OF DRIVEWAYS AND SIDEWALKS ADJACENT TO HOMEOWNERS' DRIVEWAYS.

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 painting and staining of the portion of the driveways and sidewalks located within District owned right-of-ways; and

WHEREAS, the Board desires to adopt a policy for the painting and staining of driveways and sidewalks by homeowners within District owned right-of-ways.

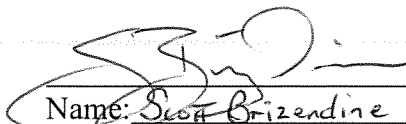
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STERLING HILL COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The District hereby adopts the policy outlined in **Exhibit "A"** for the painting and staining of driveways and sidewalks 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 15TH DAY OF MAY, 2014.

Attest:


Name: Scott Brizendine
Assistant Secretary

**Sterling Hill Community
Development District**

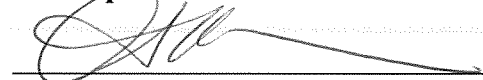

Christina Miller
Chair of the Board of Supervisors

Exhibit "A"

DRIVEWAY AND SIDEWALK PAINTING AND STAINING POLICY

The Sterling Hill Community Development District (the "**District**") has adopted the following policy for homeowners desiring to paint or stain their driveways and the sidewalks adjacent to their driveways.

1. Any homeowner desiring to paint or stain their driveway and the sidewalks adjacent to their driveways must obtain written approval from both the homeowners' association ("**HOA**") and the District. The paint or stain must be designed for concrete surfaces and it must not create a slippery surface which could cause people to fall. Homeowners must first submit their request to HOA before submitting their request to the District. If the HOA approves the request, the homeowners must then submit their request to the District along with a copy of the written approval from the HOA. The District will not accept requests from homeowners that have not been approved by the HOA in advance. Homeowners may not paint or stain their driveway and the sidewalk adjacent to their driveway until they have received written authorization from both the HOA and the District.
2. The District Manager shall approve the request on behalf of the District if the paint or stain color is authorized by the HOA.
3. Following receipt of written authorization from the HOA and the District, the homeowner may paint or stain their driveway and the sidewalk adjacent to their driveway.
4. If the homeowner does not properly maintain the paint or stain on their driveway and the sidewalk adjacent to their driveway, the homeowner, at their sole cost, shall restore the driveway and the sidewalk adjacent to their driveway to its original condition.
5. In the event the District needs to perform any work on the portion of the driveway and the sidewalk adjacent to their driveway in the District's right-of-way, the District will not be responsible for re-painting or re-staining the driveway and the sidewalk adjacent to their driveway.

Policy Adoption Date: May 15, 2014

DRIVEWAY AND SIDEWALK PAINTING AND STAINING AGREEMENT

This Driveway and Sidewalk Painting and Staining Agreement (the "**Agreement**"), is made and entered into this ____ day of _____, 20____, by and between the **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 (collectively, the "**Homeowner**").

WITNESSETH:

WHEREAS, the District is the owner of the public right-of-way located in front of the lot located at _____ (the "**Lot**"); and

WHEREAS, the Homeowner has requested permission from the District to paint or stain their driveway and the sidewalk adjacent to their driveway; and

WHEREAS, the District wishes to allow the Homeowner to paint or stain the driveway and the sidewalk adjacent to their driveway, 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 painting or staining the driveway in front of their Lot and the sidewalk adjacent to their driveway, 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. DRIVEWAY AND SIDEWALK PAINTING OR STAINING

A. The Homeowner is authorized to paint or stain their driveway and the sidewalk adjacent to their driveway.

B. The Homeowner agrees that they are responsible for ensuring the painting or staining shall not endanger or interfere with persons traveling upon any public streets or sidewalks within the District.

The Homeowner agrees that they will use paint or stain that is designed for concrete surfaces and that the paint or stain that they use will not result in a slippery surface on the concrete. In the event that there is any damage or injuries as a result of the painting or staining of the driveway, 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 painting or staining 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.

E. The Homeowner shall obtain, at their sole cost and expense, all licenses, permits, and/or other governmental approvals which may be required for painting or staining the driveway.

F. The Homeowner shall obtain, at their sole cost and expense, all approvals from the homeowners' association which may be required for painting or staining the driveway.

G. The Homeowner shall not modify or alter any other property of the District without the prior written approval of the District.

ARTICLE 4. MAINTENANCE OF PROPERTY

A. The Homeowner shall maintain the paint or stain, 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 paint or stain.

B. The Homeowner acknowledges and agrees that the District is not responsible for restoring the paint or stain on the driveway and the sidewalk adjacent to their driveway in the event the District must perform any work on the portion of the driveway or sidewalk adjacent to their driveway that is owned by the District.

ARTICLE 5. INSURANCE. If the Homeowner hires a contractor to paint or stain the driveway and the driveway adjacent to their sidewalk, the Homeowner shall insure that during painting or staining of the driveway and the driveway adjacent to their sidewalk, any 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.

ARTICLE 6. RISK OF USE/HOMEOWNER RESPONSIBILITY. The Homeowner agrees and acknowledges that the painting or staining of the driveway and the driveway adjacent to their sidewalk shall be 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. 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 9. DISTRICT RESERVATION OF RIGHTS. Nothing contained herein shall constitute a waiver by the District of its right to use the driveway and the sidewalk adjacent to their driveway. The rights granted to Homeowner herein regarding the painting or staining of the driveway and the sidewalk adjacent to their driveway 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 10. 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 11. 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 12. TERMINATION. Either party may terminate this Agreement without cause with thirty (30) days written notice.

ARTICLE 13. 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____.

HOMEOWNER(S)

**STERLING HILL
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Printed Name: _____

By: _____
Name: _____
District Manager

By: _____
Printed Name: _____