

RESOLUTION 2013-01

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. The District hereby directs the District Manager to (a) notify homeowners who have previously installed driveway aprons and sidewalks improvements of the adoption of this policy, and (b) use its best efforts to obtain signed Driveway Apron and Sidewalk Improvement Agreements from such homeowners.

Section 3. This Resolution shall become effective immediately upon its adoption, and the District may amend this policy at any time.

PASSED AND ADOPTED THIS 9th DAY OF October, 2012.

Attest:


Name: Scott Brizendine
Assistant Secretary

**Sterling Hill Community
Development District**



Name: MARK A. STINSON
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 and Sidewalk 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: October 9th, 2012

Prepared by/Return to:

DRIVEWAY APRON AND SIDEWALK IMPROVEMENT AGREEMENT

This Driveway Apron and Sidewalk 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 and Sidewalk Improvements"); and

WHEREAS, the District wishes to allow the Homeowner to construct the Driveway Apron and Sidewalk 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,

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

B. The Homeowner, at their sole cost and expense, shall keep the Driveway Apron and Sidewalk 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 and Sidewalk Improvements. The Homeowner acknowledges and agrees that the District is not responsible for restoring the Driveway Apron and Sidewalk 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 and Sidewalk 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 and Sidewalk. 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 and Sidewalk 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 and Sidewalk.

B. The rights granted to Homeowner herein regarding the use of the Driveway Apron and Sidewalk 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 and Sidewalk Improvements to its original condition, at the Homeowner's sole cost and expense. If the Homeowner fails to restore the Driveway Apron and Sidewalk Improvements to its original condition within the foregoing time period, the District may, but is not obligated, to restore the Driveway Apron and Sidewalk 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: _____

Printed Name: _____

Printed Name: _____

By: _____
Printed Name: _____

By: _____
Printed Name: _____

**STERLING HILL COMMUNITY
DEVELOPMENT DISTRICT**

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 _____