

Prepared by and return to:
James R. De Furio, Esquire
James R. De Furio, P.A.
PO Box 172717
Tampa, FL 33672-0717

R

2008062184
LORINDA 2609/1690

OFFICIAL RECORDS
BK: 2609 PG: 1690

LT1-2-2008062184-1

LT2-2609-1690-4

CERTIFICATE OF AMENDMENT TO ARTICLE V AND ARTICLE VII OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STERLING HILL HOMEOWNER'S ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached Amendment to the Declaration of Covenants, Conditions and Restrictions of Sterling Hill Homeowner's Association Inc., as recorded in Official Records Book 2345, Page 325, et seq. of the Public Records of Hernando County, Florida, was duly adopted at a duly called and held meeting of the Owners, held on 10th day of September, 2008, by a vote of at least three-fourths (3/4) of the votes cast by the owners present, in person or by proxy.

IN WITNESS WHEREOF, we have affixed our hands this 30th day of November, 2008 at Hernando County, Florida.

WITNESSES

Sign [Signature]
Print DEBRA K. FERRICONE

Print DEBRA K. FERRICONE

Sign [Signature]

Print Shelley Kennedy

STERLING HILL HOMEOWNER'S ASSOCIATION, INC.

By: [Signature]

Print Name: Frank Zulkowski

As: President

[Signature]

Secretary (Seal)

Print Name: Kenneth Hedges

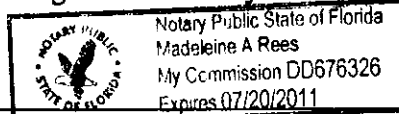
11/17/2008 2:30PM # Pages 4
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

STATE OF FLORIDA)
COUNTY OF HERNANDO)

The foregoing instrument was acknowledged before me this 30 day of October, 2008 by FRANK ZULKOWSKI and KENNETH HEDGES as President and Secretary respectively, Sterling Hill Homeowner's Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.



[Signature]
Signature of Notary Public - State of Florida



Print, Type or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification FL DRIVERS LICENCES
Type of Identification Produced _____

**AMENDMENT TO ARTICLE V AND ARTICLE VII OF THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF STERLING HILL**

Amendment to Article V and Article VII of the Declaration of Covenants, Conditions and Restrictions of Sterling Hill Homeowner's Association Inc., recorded at Official Records Book 2345, Page 325, et seq., and as have been previously amended, of the Public Records of Hernando County, Florida.

Additions indicated by underlining
Deletions indicated by ~~striking through~~
Unaffected text by "..."

ARTICLE V

THE ASSOCIATION

...

Section 16. Lake Access and Maintenance. Declarant reserves for itself, and grants to the CDD and its successors and assigns, easements for drainage and for Lake access and maintenance as shown on the Plat or Plats of the Property to provide for drainage of Sterling Hill and access to any abutting Lakes or canals for maintenance thereof. ~~Notwithstanding the foregoing~~ †The owners of Residential Units abutting a Lake shall be solely responsible for the mowing and maintaining the area from the rear of the Owner's Lot to the bank of the Lake, but only if the CDD abandons that responsibility. The platted lake maintenance easements shall remain free of obstructions at all times. Declarant also grants to the CDD, its successors and assigns, the full unrestricted right of access upon any Lot as shown on the Plats of the Property to the extent required for access to and maintenance of the Lakes within the Property, and for the temporary overflow of Lake waters.

...

ARTICLE VII

USE OF PROPERTY

Section 1. Protective Covenants. In order to preserve the property as a desirable place to live for all Owners the following protective covenants are made part of this Declaration:

...

E. Nuisances. No nuisance shall be permitted to exist or operate on any part of the Property. Examples of Nuisances include, but are not limited to excessive noise, misdirected lighting, noxious odors, littering, and pet excrement on public or other homeowner property. For purposes of this section excessive noise shall be defined as set forth in Hernando County Ordinance (Chapter 21, Art. VIII, Sec. 21-135), as may be amended from time to time. As of the date of this amendment a violation of this section will occur if noise exceeds 60 decibels between the hours of 7AM to 9PM, and 55 decibels between the hours of 9PM and 7AM. An example of excessive noise level in a residential area is as follows: If music from an automobile or garage can be heard over 100 feet away, it is above the acceptable level.

...

N. Antennas, Other Devices. No exterior radio or television antenna, satellite dish or other receiver, transmitting device or other similar exterior structure or apparatus may be erected or maintained except pursuant to standards adopted by the DRB, but in no event shall the DRB standards violate Federal Communications Commission Regulations.

...

Y. Fences and Walls. Chain link fences are prohibited on any Residential Property. No other fences or walls shall be erected prior to receiving a required Hernando County permit and approval from the DRB. See fence guidelines attached hereto as Exhibit D. All fences shall meet the following criteria:

1) Height: The height of any fence or wall in the front yards of a Lot shall not exceed four (4) feet. The height of any fence or wall in side or rear yards of a Lot shall not exceed six (6) feet. Fences in the rear yard which are adjacent to waterfront or conservation areas shall have a maximum height of four (4) feet. These fences shall be split rail, picket, stockade, or of similar construction such that at least twenty-five (25) percent of the fence area is open and unobstructed when viewed at a right angle to the fence line.

2) Front Yard Requirements: These fences shall be split-rail, picket, stockade, or of similar construction such that at least twenty-five (25) percent of the fence area is open and unobstructed when viewed at a right angle to the fence line. On corner lots, for the purpose of fence installation standards, one yard will be deemed the front yard, determined by the front entrance of the building location. The secondary yard will be required to maintain a nine-foot setback for fences over four (4) feet in height and exceeding seventy-five (75) percent opacity.

3) Stockade fences shall be installed with the rails to the enclosed areas. The smooth side shall face the right-of-ways or the adjoining properties.

4) Notwithstanding the above provisions and notwithstanding any fence standards adopted by the DRB, no fence shall be in violation of the Hernando County Code. No approval of a fence given by the DRB, nor any oral or written representation of the DRB, Association, its Board, or its Board members concerning a fence application or installation, shall release the Lot owner of his or her responsibility to comply with Hernando County Code.

...

FF. Leasing. No Owner shall lease less than the entire Residential Unit which he owns or lease such Residential Unit for a period of less than three (3) months or more than twice in any calendar year. All leases or occupancy agreements are subject to the following provisions:

a. All lease agreements shall be in writing.

b. Within five (5) calendar days following the beginning of a lease or occupancy agreement, the Owner shall provide to the Association a list of the names of the tenants and other occupants of the Residential Unit. The Owner shall also provide an acknowledgement, signed by the tenant on his or her own behalf and on the behalf of any other occupants that they agree to abide by and adhere to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions and all rules, regulations and policies of the Association. The Board of Directors may adopt the form of the acknowledgement.

c. The Owner shall remove, at the Owner's sole expense, by legal means, including eviction, his Tenant and all occupants of the leased premises should they or any of them refuse or fail to abide by and adhere to the Declaration of Covenants, Conditions, and Restrictions and all rules, regulations, and policies of the Association. If the owner does not within a reasonable period of time remove the Tenant and occupants after demand made to the Owner by the Association, then the Association shall have standing to evict the Tenants and any and all occupants of the leased premises. The Owner shall reimburse the Association for the Association's attorney fees and costs related to the enforcement action or eviction action taken by the Association against the Tenant or occupants including attorney fees and costs on appeal.

d. As an additional remedy the Association may levy a fine upon the owner for any violation of this Article VII, Section 1, subsection FF, including but limited to the failure of the Owner to provide a list of the names of the tenants and occupants, and a failure by the owner to remove the tenant and occupants.