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Fees:\$69.50
Karen Nicolai, HERNANDO County Clerk of Court
JEP Deputy Clk

**CERTIFICATE OF AMENDMENTS TO
THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
STERLING HILL HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Conditions and Restrictions of Sterling Hill Homeowners Association, Inc., as recorded in Official Records Book 2345 at Page 325, et seq. of the Public Records of Hernando County, Florida, were duly adopted by greater than three-fourths (3/4) of the votes cast by the Owners present, in person or by proxy, at a duly called and held meeting of the Owners, in the manner provided in the Governing Documents at a membership meeting which was originally scheduled for September 15, 2010, and held on December 9, 2010. Notice for this meeting was given on July 30, 2010. Three hundred seventy-five (375) Owners present in person or by proxy were necessary to constitute a quorum. Four hundred three (403) members were present in person or by proxy. Three hundred three (303) votes were needed for each amendment to pass. The voting for each amendment was as follows:

	Total votes	Votes For	Votes Against	No Vote Cast
AMENDMENT ONE:	402	323	79	1
AMENDMENT TWO:	403	335	68	0
AMENDMENT THREE:	402	308	94	1
AMENDMENT FOUR:	402	361	41	1
AMENDMENT FIVE	403	361	42	0

The effective date of these amendments shall be sixty (60) days from the date of recording in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of December, 2010, at Hernando County, Florida.

WITNESSES

STERLING HILL HOMEOWNERS
ASSOCIATION, INC.

Sign *MADEIRA REES*

By: *Louis Peters*

Print MADEIRA REES

Print Name: Louis Peters

Sign *[Signature]*

As: President

Print JOY K. PELLETTA

Jo-Ann Polletta
Secretary Signature (Seal)

Print Name: Jo-Ann Polletta

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

STATE OF FLORIDA)
COUNTY OF HERNANDO)

The foregoing instrument was acknowledged before me this 14 day of DEC, 2010, by LOUIS PETERS and JOANETAAS as President and Secretary respectively, of Sterling Hill Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.


Madeleine A. Rees

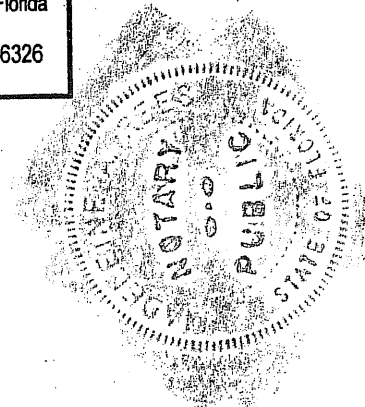
Signature of Notary Public – State of Florida

Madeleine A. Rees

Print, Type or Stamp Commissioned Name of Notary Public

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

 Notary Public State of Florida
Madeleine A Rees
My Commission DD676326
Expires 07/20/2011



AMENDMENT ONE

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

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 a part of this Declaration.

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. No lease shall be for a term exceeding one (1) year. No lease may be renewed or extended such that the total term of the lease exceeds one (1) year. Subleasing is not permitted. All leases or occupancy agreements are subject to the following provisions:

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. If the tenant has been approved pursuant to subparagraph (e) below, 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.~~

e. All lease agreements shall be in writing. A copy of the written lease is to be submitted to and approved by the Association prior to occupancy of any property by a tenant, along with the Tenant Registration Form and any other information regarding the identity of the tenant(s) or occupants as the Association may reasonably require. Prior to the execution of any lease by a tenant, a thorough background check of the tenants and any occupants that are (18) eighteen years old or older must be completed by an investigation company chosen by or otherwise acceptable to the Association or its management company. The investigation may be conducted in either of the following manners:

- Upon receipt of the copy of the written lease and the Tenant Registration Form, the management company shall engage the investigation company and receive the results of the investigation. The investigation shall be at the sole expense of the owner and the tenant, who shall pay the expense in advance. If the tenant is to pay for the investigation, advance payment shall be made by cash, money order or certified check.

- If the property to be leased is managed through a licensed real estate broker, the owner may have the broker engage the investigation company and receive the results of the investigation. The broker will certify to the Association's management company that the prospective tenant meets the Association's occupancy criteria, and will deliver to the management company a copy of the written lease and the Tenant Registration Form. The investigation shall be at the sole expense of the owner and/or the tenant as they may agree. The Association shall not be responsible for the expense for any reason.

1) The Tenant Registration Form will require the tenant to provide the following information:

- i. Credit references and information regarding bankruptcy.
- ii. Information regarding misdemeanor and felony arrest, disposition, and sanction records for all who will occupy the rental address.
- iii. Driver's license number and state of issue for all who will occupy the rental address.
- iv. A list of all vehicles and license plate numbers that will be parked at the rental address.
- v. Previous addresses.

2) The information disclosed on the Tenant Registration Form will be used by the investigation company, plus any other information as the Board or its management company may deem necessary to complete the background check.

3) Reasons for potential disapproval may include:

- i. The Association may deny a lease on the ground that the proposed tenant or occupant poses a danger or undue risk to the health, safety or general welfare of the community because:
 - a. the tenant or occupant has a felony conviction for a crime for which the sanction imposed has not been completed, or
 - b. the tenant or occupant has a felony conviction for a crime for which the sanction imposed has been completed, but the felony conviction disqualifying a tenant or occupant would be a crime which designates the tenant or occupant a sexual predator or sexual offender,¹ or
- ii. The Association may deny a lease on the ground that the proposed tenant or occupant has previously resided or occupied a dwelling in Sterling Hill and has been cited for a violation of the Association's governing documents, including any of its rules and regulations, or
- iii. The Association may deny a lease on the ground that materially false, misleading or incomplete information has been provided on the Tenant Registration Form.

¹ F.S. 775.21; F.S. 943.0435.

AMENDMENT TWO

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

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 a part of this Declaration.

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:

(The letter designations may change depending on whether Proposed Amendment One adding paragraph e passes.)

f. A Residential Unit shall be occupied only by a single family. A single family is defined as one or more residents occupying a dwelling unit and living as a single nonprofit housekeeping unit.

g. Any leased Residential Unit shall be subject to the following occupancy requirements.

1) The maximum number of single family residents in any Residential Unit shall be as follows:

- i. 2 bedroom Unit - 4 residents
- ii. 3 bedroom Unit - 5 residents
- iii. 4 bedroom Unit - 6 residents
- iv. 5 bedroom Unit - 7 residents
- v. 6 bedroom Unit - 8 residents

2) A resident is a person who occupies a Residential Unit for more than fifteen (15) days in succession, or sixty (60) days in any twelve (12) month period whether or not those days are in succession.

h. Any Residential Unit in which there resides more than a single family, or in which there resides more single family residents than permitted above, shall cause all persons who reside there, including the tenant, to be subject to eviction by the Owner or the Association. The procedures and remedies set forth under Article VII, Section 1, FF c above shall apply, and the Association shall have standing in any court of competent jurisdiction to evict all persons occupying a Residential Unit when any one resident or occupant is in violation of paragraph f or g above.

AMENDMENT THREE

Additions indicated by underlining
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Unaffected text by "..."

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:

MM. The grantee (hereinafter "Owner") of every conveyance of a Lot by deed, foreclosure or by deed in lieu of foreclosure, that occurs after the effective date of this amendment shall deposit in escrow with the Association the sum of two hundred fifty and 00/100 dollars (\$250.00) as security for the Owner's compliance with the Declaration, the Design Review Criteria, Maintenance Standards, the Rules and Regulations, and all other Governing Documents of the Association, including but not limited to compliance with the lawn and landscaping Maintenance Standards contained in Article X of the Declaration. In the event the Association takes any enforcement activity against an Owner or the Owner's Lot for failure of the Owner to so comply, whether or not suit is brought, and the Association thereby incurs an expense, including but not limited to a fine, abatement charge, costs, or attorney fees, then the Association shall withdraw the funds in escrow for its own account, setting off the sum withdrawn against the expense the Association has incurred. If the sum in escrow is insufficient to fully pay the expense, the balance of the expense will be a continuing obligation of the Owner, and subject to collection and enforcement as set forth in the Declaration. When drawn upon in whole or in part, the Owner shall replenish the escrow within ten (10) days following demand from the Association. The replenishment must be sufficient to return the escrow balance to two hundred fifty and 00/100 dollars (\$250.00). If after twelve (12) months following the date of conveyance the Association has made no claim in whole or in part on the escrow funds, the funds that had been placed in escrow shall be returned to the Owner. If within said twelve (12) month period the Association has made a claim against the escrow funds in whole or in part, then the escrow funds shall remain as security, and replenished from time to time by the Owner as required herein. Upon a further conveyance of a Lot, the Owner shall be entitled to the return of the funds in escrow, provided that the Association has no claim on said funds and provided that the Owner's grantee has deposited funds in escrow as provided herein. Funds in escrow are not assignable by the Owner, except an Owner may assign the escrow funds to an immediate successor grantee of the Lot for which the escrow deposit has been made.

The rights of the Association herein shall be in addition to, and not in lieu of any other enforcement rights the Association may have under the Declaration. Failure by the Association to draw upon an escrow fund at any time shall in no event be deemed a waiver or estoppel of the right to draw upon said fund thereafter.

All notices or demands to an Owner required herein shall be by U.S. First Class mail to the last address of the Owner shown on the official records of the Association.

AMENDMENT FOUR

Additions indicated by underlining
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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 a part of this Declaration.

S. Garages. Garage doors shall be kept closed:

1. except when automobiles are entering or leaving the garage, or
2. except when persons are within the garage and using it for a typical purpose associated with garage usage such as home maintenance, or
3. except when persons are performing activities outside of the dwelling that require the garage door to be open for garage ingress and egress.

Once the garage use that justifies the open garage door has ceased, the garage door must immediately be closed.

It is intended that the garage NOT be used as an extension of the home such as using the garage as a sitting and leisure area, except with the use of a screen. Appropriate screens may be used in the garage door opening, so long as their appearance conforms to all Association architectural design guidelines. When approved screens are in use, the garage may be used as a sitting and leisure area.

No garage use may constitute a nuisance under Article VII, Section 1 D and E, or under any common or statutory law, including but not limited to any local ordinance prohibiting excessive noise.

All vehicles shall be kept inside garages, except that vehicles may be parked on the driveway, but only if the Owner's garage or garages are fully occupied with the Owner's vehicles.

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

AMENDMENT FIVE

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

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 a part of this Declaration.

X. Watercraft. No watercraft powered by internal combustion engines may be used on any Lake or body of water on the Property without the prior approval of Declarant or the CDD. No Owner may store or park a boat, other watercraft and/or boat trailer within his parcel, except (1) *within* a fully-enclosed garage or in some other place where it is not visible from any road or adjacent property within Sterling Hill, or (2) parked temporarily on a driveway for the purpose of loading or unloading, but in no event shall the vessel be parked overnight. In all other instances, boats and boat trailers shall not be stored or parked within the Property or any portion thereof. Docks, davits, ramps, outbuildings, or any structure designed for the use of a boat or watercraft near or in any Lake or other body of water are expressly prohibited.