



**STERLING HILL  
HOMEOWNER ASSOCIATION**

**DESIGN CRITERIA AND DEVELOPMENT POLICY STANDARDS**

**A HANDBOOK FOR HOMEOWNERS  
AS AMENDED THROUGH SEPTEMBER 2016**

**STERLING HILL HOMEOWNER ASSOCIATION  
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DEVELOPMENT POLICY STANDARDS**

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## **DESIGN CRITERIA AND DEVELOPMENT POLICY STANDARDS**

### **STERLING HILL HOMEOWNERS' ASSOCIATION, INC**

The Design Criteria and Development Policy Standards (“Criteria”) is set forth to assist approval of your Architectural Alteration Application (“Application”) so that you can proceed with your home beautification projects in a timely manner and within the standards set by the Sterling Hill Homeowners Association (“Association”) for your benefit, the neighborhood and the community. The latest version of these guidelines can be found on the Sterling Hill HOA website at <http://www.sterlinghillhoa.com>.

A completed Application must be submitted and approved for each change or addition to the exterior of any home or yard and landscaping before any work can begin.

Allow yourself enough time for your Application to be reviewed by the Design Review Board (DRB) according to the published meeting dates for the Review of Applications. The Homeowner is responsible for securing the required Building Permit Approval from the Hernando County Code Enforcement Division. The homeowner must have obtained all necessary building permits, agency approvals, and DRB approval letters prior to commencement of any work. Only homeowners or authorized representatives (must be in writing, signed by the property owner and documented in the homeowner file maintained by the HOA Management Company) can sign and submit an Application.

All approved projects must be completed within six (6) months of DRB approval or from the date that the County Building Permit was issued, whichever occurs last. If the Application items are not completed within the six (6) month period, the homeowner must apply for an extension to complete the work, stating the reason for the delay and how long of an extension is needed to complete the project. If the approved Application work has not started within six (6) months of approval, that Application approval is voided and a new Application must be submitted by the homeowner. No construction may take place between the hours of 7pm and 7am. The homeowner shall notify the DRB upon project completion so that a final inspection can be made by the DRB.

Read the DRB Criteria and the Declaration of Covenants, Conditions and Restrictions (The Declaration) of the Sterling Hill Homeowners' Association, for further details. Exhibit “E” of this book contains Article VII of the Declaration which addresses property use restrictions.

It is important to note that homeowners are obligated to submit an application to the DRB for any outside building or property addition or modification, even if they believe it to be in compliance with these guidelines. Failure to do so will be considered a violation of the Documents which could result in requiring a removal of the addition or modification, and/or a violation fine.

## **PROPERTY MAINTENANCE STANDARDS**

No improvement, modification, alteration or structure of any kind may be placed or altered on any Lot without the express written approval of the DRB in advance. Even if you think that the improvement, structure or alteration will comply with these guidelines - **YOU NONETHELESS MUST OBTAIN THE APPROVAL OF THE DRB BEFORE BEGINNING CONSTRUCTION OR INSTALLATION.**

### **A. Improved Lots**

All lawns and landscaped areas, to the paved street right of way, shall be maintained in a live, healthy, neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plant, removal of weeds and noxious grasses and removal of trash.

Any grass, shrubs, trees, or other landscaping plants which become dead or badly damaged shall be replaced with healthy plant material, as approved by the DRB. Trees that are at least 3 inches in trunk diameter at four feet height must be replaced with one no less in diameter.

Grass may be no higher than six inches, except for seed heads. Grass meeting a pavement edge may not overgrow the pavement by more than three inches.

No trash, trash containers, or debris may accumulate or be stored in a location visible from the front of the home. Construction materials required for home improvements should be neatly stored in as unobtrusive a location as possible when not in use. Trash may not be placed at the curb except on the evening before authorized collection times.

No trash or debris may be placed or stored on any common property.

The exterior of a home, including paint, must be maintained in an attractive manner. No significant fading, blistering or peeling of exterior painted surfaces is permitted.

Any exterior building components which are missing or otherwise in a state of disrepair must be repaired as quickly as possible.

No homeowner may use common property for private use, i.e.: swing/play sets, pets, pet cages, pet housing, storing of boats, trailers, or driving of recreation vehicles.

### **B. Unimproved Lots**

All unimproved lots must be sodded along the front, rear, and side boundaries of the lot with a six foot wide band of Bahia grass. Minimum maintenance for all unimproved lots include mowing at least once every 30 days between April and October, and at least every 60 days from November through March, edging of the property adjoining the street, pruning, removal and replacement of dead or dying plants, and removal of noxious grasses and trash.

Grass at the street boundary of all unimproved lots must be neatly trimmed so that the

grass meeting the pavement does not overgrow the edge by more than three (3) inches. No sand or silt must be allowed to encroach on the street. No refuse pile or other unsightly objects shall be allowed to be placed or suffered to remain anywhere upon the unimproved lot. All dead shrubs and trees must be removed. All dead leaves, grass piles and small branches must be removed with each mowing.

All unimproved lots must be graded evenly with neighboring properties, except to provide for a gradual slope sufficient for proper surface water drainage toward drainage easements.

### **AIR CONDITIONERS AND OTHER MECHANICAL EQUIPMENT**

All homeowner installed appurtenances and mechanical equipment, including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view from any road by walls of the same material and color as the home by approved landscaping plantings, or by other means as listed in category "Shielding".

### **ANTENNAS: SATELLITE DISHES AND OTHER DEVICES**

#### **Satellite Dish:**

A satellite dish ("dish") not to exceed one meter (39.37 inches) in diameter may be installed on a lot so long as it meets the following criteria.

The dish shall be placed where it is not visible from the front street and so long as this placement does not prevent reception of an acceptable quality signal or impose unreasonable expense or delay.

If the placement of the dish so that it is not visible from the street would prevent reception of an acceptable quality signal or impose unreasonable expense or delay, then the dish shall be placed in a location as close to the rear of the home as possible even though it may be visible from the front street.

If placement of the dish toward the rear of the home also would prevent reception of an acceptable quality signal or impose unreasonable expense or delay, then the dish shall be placed at a location on the property that minimizes the view of the dish from the front street, while at the same time allowing for an acceptable quality signal and allowing for installation without unreasonable delay or expense.

Under no circumstances will the dish be placed on a pole, unless it is the only means by which an owner can receive an acceptable quality signal, or unless it imposes unreasonable expense or delay.

DRB approval shall not be required before installation of a satellite dish.

#### **Other Devices:**

All other antennae or receivers, transmitting devices, and similar exterior apparatus whose positioning is not regulated by the Federal Communication Commission may only be mounted at the back of the building, and not on a free standing pole.

Written DRB authorization is required for any communication device other than a satellite dish.

### **AWNINGS**

Awnings are not allowed at the front of homes. When used, the colors of awnings are limited to a solid color matching the exterior stucco or trim or accent.

### **BUILDING MATERIALS**

Building materials shall not be stored on any property in open view, unless the material is being used for a project previously approved by the DRB.

### **CLOTHESLINE**

A clothesline shall be located in the back yard. If it is not hidden from view by a fence, it shall be placed inside (i.e. to the back yard side) of an imaginary line extending from the side of the house to the rear of the lot so as not to be visible by a person in the street directly in front of the house. On any corner lot, if the clothesline is not otherwise hidden by a fence, it shall be located in the back yard at a location on the side of the lot furthest from the side street. All clotheslines may be no greater than (6) six feet in length and (6) six feet in width. All clothes lines may be no greater in height than (6) six feet.

### **CONSTRUCTION**

No improvements or structure of any kind including, without limitation, any building, fence, wall, swimming pool, screened enclosure, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed, or maintained upon any lot, whether or not the purpose is purely decorative or otherwise, nor shall any addition, change or alteration therein or thereon be made, unless and until the plans, specifications, appearance and location of the same shall have been submitted to and approved in writing by the DRB. All designs, materials, and locations in relation to surrounding structures and topography shall be in conformance with the Declaration.

All exterior house walls must be constructed of concrete block on the ground level. Second story level may be made of wood and must be covered with stucco. All exterior walls must be covered with stucco finish, but may have decorative brick or stone trim. Any new construction of homes must be constructed of concrete block exterior walls and must be covered with stucco finish. Any new home construction must be of similar size and design as homes within the village where the new home is being constructed.

All approved projects must be completed within six (6) months of DRB approval or from the date that the County Building Permit was issued, whichever occurs last, unless the nature of the project would require a longer period for completion in the normal course of construction. If the Application items are not completed within the six (6) month period, the homeowner must apply for an extension to complete the work, stating the reason for the delay and how long of an extension is needed to complete the project. The DRB may not unreasonably withhold its consent to an extension. To ensure that construction commences within a reasonable period of time in conformance with Architectural Guidelines in place at the time of construction, if work has not started

within six (6) months of DRB approval of the Application, then the approval of the Application by the DRB, and any supplemental approvals given by the DRB during the 6 month period, shall be deemed void. No work thereafter on the lot may commence until a new Application has been submitted by the homeowner, and approval obtained from the DRB. No construction may take place between the hours of 7pm and 7am.

The homeowner shall notify the DRB upon project completion so that a final inspection can be made by the DRB.

#### **DAMAGE AND DESTRUCTION OF PROPERTY**

If all or any portion of a property is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all reasonable diligence, to rebuild, repair, or reconstruct such property in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within twelve (12) months after the damage occurs, unless prevented by cause beyond the control of the owner. In lieu of the above, the owner may elect to demolish the remainder of the structure and clear the site of improvements and debris.

#### **DRIVEWAYS AND SIDEWALKS**

Paving and/or coloring of driveways is allowed with the prior written approval of the DRB. When driveways are paved, the walkway from the driveway to the front door (lead walk) can be paved with the same materials used on the driveway.

Driveway size shall not be altered in any manner, except with the prior written approval of the DRB. Driveways may only be widened with the same material that was utilized in constructing the existing driveway.

Common area sidewalks and the driveway apron between the residential property and the street cannot be altered by paving, painting, staining, stamped concrete or brick pavers until an owner has received written approval from both the Design Review Board (DRB) of the Association and the Community Development District (the "District"). As part of the application to the Design Review Board the homeowner must provide a copy of a signed and notarized Driveway and Sidewalk Improvement Agreement as required by the District. If the improvement or modification applied for is approved by the DRB the owner will be responsible for submitting the notarized Driveway Apron and Sidewalk Improvement Agreement and fees necessary to the District for their approval prior to the commencement of any modifications

Driveways, lead walks, and any other side-walks, for which a homeowner is responsible, must be cleaned and maintained so that no permanent stains, mold or damage are visible.

No sidewalk(s) may be added without the written permission of the DRB.

Any damage to a lead walk or any other sidewalk for which a homeowner is responsible shall be repaired within (30) thirty days after receiving notice from the HOA, with the exception of ongoing DRB-approved construction. If a stain cannot be removed by power washing or the use of a chemical product, then the homeowner will be required to paint or stain their driveway in order to resolve the issue. The color of the stain or paint



must receive the prior written approval of the Design Review Board.

## **FENCES**

**All fences, even if they are believed by the homeowner to be in compliance with the guidelines, must be approved by the DRB prior to installation.**

The following fences are permitted:

- a) **Wood fences:** Shall be protected by weather sealer or preservative. Pigmented paints and stains are approved but the color is subject to DRB approval.
- b) **Vinyl:** Color selection is subject to DRB approvable
- c) **Metal fences:** Black, bronze or white. Solid metal fences are not allowed.

**Note: Chain-link and wire fencing are not permitted on homeowner property.**

In no case shall any fence exceed a height of six (6) feet measured from the ground to the upper most point. (Six Foot Rule). Specific limitations to the application of the Six Foot Rule are as follows:

- 1) Rear fences that are along the boundary of, or within a ten (10) foot setback from a Conservation Area, Common Area, Drainage Retention Areas, Drainage Easements and all Front Yard fences shall not exceed (4) four feet in height. These fences must have 25% or greater visibility.
- 2) Rear fences that are set back ten (10) feet or more from a retention pond, drainage retention easement, drainage easement, retention area, common area, conservation area or similar open space may be solid (0% visibility) and six (6) feet in height provided the lot owner obtains the written approval of the DRB before the fence is installed.
- 3) Fences along the side lot lines shall in no case exceed (6) six feet in height from the point the fence intersects with the rear lot line fence, then extending toward the front of the lot to a point no further than the front edge of the house closest to the side property line. Fence extending beyond the front edge of the house closest to the side property line shall have 25% or greater visibility and shall not exceed (4) four feet in height.
- 4) Front yard fences are required to be a maximum of four (4) feet in height with 25% or greater visibility and may not be installed within the first (15) feet from the front curb line.
- 5) A six (6) foot fence may be comprised of a four (4) foot fence with a two (2) foot lattice extension.

Any reference to “visibility” means the fence area that is open and unobstructed when viewed at a right angle to the fence line.

Fence styles are at the discretion of the homeowner with the prior written approval of the DRB. However, chain-link and wire-type fences are not authorized. Only one design style and color will be allowed on a single property.

All gates for fencing may be no larger than 60 inches in width. No gate may be doubled so as to increase the width of any gate opening beyond the maximum width of 60 inches.

Refer to Exhibit A (page 21) for graphic details of fence setbacks.

All fences must be maintained by the homeowner and any repairs must be done within fourteen (14) days from the notice postmark date.

### **ELECTRONIC/INVISIBLE FENCES**

Invisible fencing shall be allowed as long as the wiring is buried under ground.

Invisible fencing does not constitute an “enclosed area” that satisfies the requirement of Article VII. Section I 1 of the declaration.

A homeowner may utilize invisible fencing to aid in containing their pets, but it does not relieve them of their responsibility to have control over their pets while on their property.

### **FIRE PITS**

Fire pits are allowed, but must meet all of the following restrictions of placement and use. Fire pits can only be placed at the rear of a home and when in use, not seen from the road in front of the house. The fire pit must be of stone or fire brick construction and no deeper than twenty four (24) inches and the diameter of the pit opening will not exceed thirty six (36) inches. A spark arrester screen must be present and used. The spark arrester screen diameter will be no smaller than thirty six (36) inches. The spark arrester screen will be placed over the fire whenever the fire pit is being used with a live flame fire.

The fire pit will not be positioned closer than fifteen (15) feet from any landscaping or property structures, nor any overhanging trees.

The ground area around the fire pit will be covered with stone, brick or gravel, for a distance of six (6) feet in all directions from the fire pit edges. Any Homeowner(s) who use a fire pit are reminded that they have an obligation to their neighbors to prevent smoke from an open fire from becoming a nuisance and possibly entering other homes. They must also be aware of any open fire bans, by Hernando County, which will prohibit the use of any fire pit or any other outside fire. DRB approval is required, before construction or use of a fire pit. Fire pits may not be used to dispose of household garbage or yard debris.

### **FIREPLACE CHIMNEYS**

Must be enclosed by material matching the existing house exterior, brick or stone and they must contain ceramic piping within.

### **FIREPLACES, STAND ALONE OUTDOOR**

Outdoor fire places with a vertical chimney are allowed, but must be of stone or brick construction. Chimneys will not be higher than ten feet, unless a higher height is required by Hernando County, and must have a spark arrester installed in the chimney.

The chimney must be designed as part of an aggregate patio and must be permitted and approved by Hernando County and the DRB prior to construction.

### **FLAGS AND FLAG STAFFS**

All flag staffs attached to a structure require written DRB approval prior to installation.

No flag staff (pole) may be taller than twenty (20) feet in height in accordance with FL law: The flagpole may not obstruct sightlines at intersections and or be erected within or upon an easement. The flagpole and display are subject to building codes, zoning setbacks, and other governmental regulations, including, but not limited to noise and or lighting ordinances in Hernando County and all setback criteria contained in the Sterling Hill Homeowners' Association governing documents.

The homeowner may display, in a respectful manner from that flagpole one official United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air force, Marines or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag.

Decorative and sports team flags may be displayed, but only from a horizontal pole at the front of the house, with one end of the pole mounted to the house. The horizontal pole must be removable without requiring tools.

### **FUEL STORAGE TANKS**

Installations of all fuel storage tanks must be under ground and must meet the Florida Building Code and have a County Building Permit prior to installation.

### **GARAGE DOOR SCREENING**

All homeowners must have written approval from the DRB prior to adding or changing any garage door screen. The only type of garage door screening that will be approved is privacy/sun screening, so the interior of the garage has significantly reduced visibility while the solid garage door is open.

**Note:** It is to be considered that as long as either the solid garage door or the garage screen door is closed that this will meet the covenant requirement of having the door remain closed.

### **GARAGE DOOR**

Garage doors may not be removed and a wall be constructed in its place. The altering or painting of any garage door requires the written approval of the DRB.

### **GARAGES – STAND ALONE**

No stand alone garage may be constructed.

### **GAZEBOS**

Gazebos are allowed but must not exceed twelve (12) feet in diameter. They must be located behind the property residence and must not be seen from the road that fronts the house.

The gazebo must remain free-standing. It cannot be connected to the house structure. The gazebo may be constructed of wood, metal, fabric or plastic. The color of the gazebo (if constructed of material other than wood) must be the same color as the house, black or other dark color as approved by the Design Review Board.

A gazebo constructed of wood may be either neutral in color or stained and shall be protected by a weather sealer or preservative. Pigmented paints or stains must be submitted to the Design Review Board for approval.

For corner lots, the gazebo cannot be located on the corner side of the house beyond an imaginary straight line extending from the side of the house to the rear lot.

No gazebo shall be installed, erected or constructed without prior written approval of the Design Review Board.

### **GREEN HOUSES**

Greenhouses of any type are not allowed on any residential lot. (See Outbuildings)

### **GRILLS / OUTDOOR COOKING APPLIANCES**

Grills and outdoor cooking appliances must be located in the rear yard and cannot be visible from the street. In the case of a corner lot, such appliances must be located in the area directly behind the house, extending from the rear of the house to the back property line.

### **HOLIDAY DECORATIONS, OUTDOOR LIGHTS**

Outdoor holiday decorations and lighting displays are encouraged, but these will not be allowed to remain on display or installed for extended periods of time. Specific guidelines for displays/outdoor holiday lights to be installed and removed are set herein:

**CHRISTMAS:** Outdoor Christmas lighting/displays may be installed no earlier than the week of Thanksgiving and must be removed by the end of January, following that same Christmas holiday.

The numbers of other holidays that a resident might want to celebrate is a matter of personal choice. As a rule, for additional holidays, outdoor displays/decorations may be setup/installed (14) fourteen days prior and removed by (7) seven days following the close of the holiday.

All outdoor decorations and lighting will be of low intensity lighting. Outdoor lighting can only be of low intensity illumination type. No spot or flood lights will be permitted that illuminate other properties.

### **HURRICANE SHUTTERS**

Permanent hurricane shutters require the approval of the DRB prior to installation. Permanent shutters are defined as shutters, mounting brackets and/or other architectural elements which are permanently affixed to the dwelling and are visible from the street.

All approved permanent shutters and temporary shutters shall only be permitted to be closed during the time of hurricane watches and or warnings. All shutters shall be removed after the lifting of the storm watch or warning by the National Weather Service. Permanent shutters shall be opened and temporary shutters shall be removed no later than one week following the lifting of the storm watch or warning issued by the National Weather Service. Homeowners who are not present in the community are responsible to meet these requirements.

### **IRRIGATION**

All irrigation pipes and sprinkler heads shall be located underground with the exception of sprinklers that are located in flower beds and low volume sprinklers for irrigation.

All sprinkler heads located in the lawns shall be the pop-up type and must be mounted below the ground level, so that they are not visible when they are not operating.

### **JACUZZI/HOT TUBS**

A jacuzzi or hot tub may only be installed in the rear of the property with written DRB approval.

No homeowner may install a jacuzzi or hot tub outside of the homes roof line without written DRB approval. In addition, it will require a fence or enclosure around the unit or the perimeter grounds so that it may not be seen from the street or from other property.

All jacuzzis and hot tubs must meet all Florida State and Hernando County Safety Codes and Ordinances.

### **LANDSCAPE CURBING/EDGING/STACKED STONE**

Landscape curbing/edging or stacked stone may be installed around existing garden beds or trees without requiring a DRB application if the following conditions are adhered to:

- Stacked stone may not rise more than 8 inches in height above the ground.
- The curbing may be grey, white, tan or brown in color. Any other choice of a color must be submitted to the DRB for approval and may not be installed until written approval is received.
- The size or dimensions of the garden beds are not altered from their original design.
- Curbing or stacked stone may not be placed in any right-of-way easement area.

### **LAWNS AND GRASSED AREAS**

Lawns or any grassed areas shall not be replaced with stone, concrete, pavers or any other material without DRB approval. Additional walkways must receive DRB approval.

Lawns and/or landscaping damaged by construction shall be replaced as part of the construction process. Any damaged lawns or landscaping shall be repaired by the homeowner to its original condition within thirty (30) days of completion of construction unless winter weather conditions would prevent proper growth of new foliage. The Board of Directors (BOD) has the exclusive right to determine if winter weather conditions will prevent repairs to any lawn or landscaping. If Hernando County, SWFWMD or other government entity has reduced the frequency of irrigation water usage from the usual and typical frequency, of once a week, then the BOD shall abate any action to enforce this rule until such time as the frequency of permissible irrigation returns to normal.

Turf grass, shrubs and plantings that die must be removed and replaced. Saint Augustine, Zoysia and Argentine Bahia are acceptable turf grasses for all lawn areas. Acceptable turf grasses do not require approval of the Design Review Board. Over seeding in the winter with Winter Rye is also acceptable. Homeowners wishing to install Florida Friendly Landscaping must submit a DRB application. No changes to the landscape may be started prior to receiving written approval from the DRB.

Mulch, Stone, Ground Covering of any type, Plants or Trees may not be used in place of the approved lawns within the easement between the curb and sidewalk with the exception of an area no larger than the distance between the sidewalk easement and the curb in either direction around the mailbox. No trees, palm trees or shrubs shall be planted within the easement between the sidewalk and the curb.

#### **MAILBOX AND POST**

The mailbox post and arms must be painted in Benjamin Moore Regal Select Exterior Soft Gloss finish and color Light Grey (Slate)--(N402-1X) or the matching finish and color from any other paint supplier.

The mailbox routed trim must be painted in Benjamin Moore Regal Select Exterior Soft Gloss finish and color Dark Grey (N402-2X) or the matching finish and color from any other paint supplier."

The mailbox post is specific for the Sterling Hill development. Replacement information is available from the DRB. Refer to Exhibit B (page 22) for dimensions and color locations.

No decorative covers or sports flags may be installed on the post or the mailbox Replacement Posts and parts may be purchased only from vendors approved by the Board of Directors in order to match existing posts.

Please contact Franklin & Company Property Management to obtain a list of the Board approved vendors and their pricing.

Franklin & Company Property Management, LLC  
4316 Lamson Ave  
Spring Hill FL 34608  
352-684-8884 Fax 352-200-4663  
E-mail: TQM@franklinaccounting.com

## **MULCH BINS**

Mulch Bins/Compost Bins are not allowed on any residential property.

## **OUTSIDE LIGHTING**

Except as initially installed by Declarant, no spot or floodlights, or similar high intensity lighting shall be placed or utilized upon any lot which will cast direct light upon any other lot, or upon Common Property. Nor will such light otherwise interfere with the peaceful use and enjoyment of another lot.

Low intensity lighting which does not interfere with adjacent neighbors is allowed. All outside lighting changes or additions require a written approval of the DRB prior to installation or alteration.

## **OUTBUILDINGS AND OTHER STAND-ALONE STRUCTURES**

Outbuildings, stand-alone sheds (including Rubbermaid-type sheds), manufactured housing, prefabricated buildings, trailers, tents (with exception of overnight children's tents erected for a single night), shacks, barns, dog houses, greenhouses and dog runs are not permitted.

Tents or other temporary structures for use during social functions as approved by the DRB may be allowed. Cabanas appurtenant to a swimming pool and gazebos will be allowed per Article VII, Section 1 P of the Declaration.

## **PAINT – EXTERIOR**

All exterior paint colors must be selected from the approved Design Review Board color book. Whenever a home is to be painted, whether it is the entire home or any portion of the home or the lead walk and driveway, it shall only be painted in the Design Review Board's approved color scheme (body trim and door or concrete paint). A DRB application must be submitted indicating the desired color scheme numbers for house, trim and door colors. Adjacent properties cannot be painted the same colors. Garage doors must be painted to match the approved body color of the home unless another color from the palette is submitted to and approved by the Design Review Board. Subject to approval by the DRB, any door color shown in the color book may be requested on the application as a front door color on any color scheme. Any additional area(s) to be painted in the door color (such as shutters), or another accent color or location, must be requested and approved by the DRB prior to painting. All exterior painting, whether all or any portion of a home, lead walk or driveway being painted, must be approved by the DRB prior to painting.

## **PATIO/DECK**

No patio or wooden deck may be added or paved without written DRB approval. All patios and wooden deck may only be in the rear of the house.

Patio must be constructed of concrete, stone, brick, pavers, wood, or block. Wooden

deck must be constructed of wood or wood composite material. Patio or Deck must be set back at least five (5) feet from the side and rear property line.

### **PORCH/LANAI/INGROUND SWIMMING POOLS AND ENCLOSURES**

All screened lanais that are to be allowed are to be located at the rear of homes and shall be constructed of appropriate building materials approved by Hernando County and in accord with the building standards of the Sterling Hill community.

All front porch enclosures are to be made of aluminum rails with screening or of decorative wrought iron gate type enclosures. No front porch enclosure may extend past the house line.

### **RAIN BARRELS**

A rain barrel may be installed without requiring a DRB application as long as it is properly shielded from view so as not to be visible from the street. See the section on Shielding.

### **RAIN GUTTERS AND DOWNSPOUTS**

DRB approval of new gutters and downspouts is not required if:

- Both the gutters and downspouts are made of the same material, and
- The color of both the gutters and the downspouts match each other, and
- The new gutters and downspouts are white or beige, or the color of the gutters and downspouts is the same as the existing eaves and trim.

If the color of the existing trim or eaves is changing along with the installation of gutters and downspouts, then the change in color of the trim and eaves, as well as the color of the gutters and downspouts must be approved by the DRB.

### **RAMPS/HANDICAP RAMPS**

Any Homeowner may construct an access ramp if a resident or occupant of the parcel has a physical, mental or developmental disability which requires the Association to make a reasonable accommodation in its architectural rules and policies.

The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

Plans for the ramp must be submitted in advance to the homeowners' association. The association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

The parcel owner must submit to the association in writing from a physician verifying the need for an access ramp to meet a physical, mental or developmental disability of the resident or occupant of the parcel requiring the access ramp.

Note: Certification used for Florida State Statute 320.0848 shall be sufficient to meet the



requirement, but shall not be the only means available to establish a disability.

## RECREATION EQUIPMENT

Recreation equipment falls generally into three categories, Temporary, Permanent and Not Allowed. This distinction is based on whether it needs to be fixed to a surface and/or the length of time it is in successive days of usage.

No Recreational Equipment May be located on Common Property.

All Permanent Recreation Equipment must have DRB approval prior to being installed, and must be installed only in the back of the house. On any corner lot recreation equipment cannot be located on the corner side of the house beyond an imaginary straight line extending from the side of the house to the rear lot line, per Hernando County Ordinances, unless it is contained within a fenced yard.

Some Permanent Equipment requires Hernando County ordered setbacks, which are indicated where applicable below.

Temporary Recreation Equipment does not require any approvals as long as it is utilized behind the house, and no setbacks are required. Temporary Recreation Equipment is defined below under the heading *Temporary Equipment Allowed behind Homes*. Temporary Recreation Equipment must not be a nuisance or unsightly, and must be removed within a reasonable period of time after its use has been discontinued. The Board of Directors in its discretion will determine whether the Temporary Recreation Equipment is unsightly, a nuisance, and what constitutes a reasonable period of time.

### Risk and Liability for owners of Recreation Equipment:

Even though the HOA and DRB may have approved the placement of any recreation apparatus on the homeowner's property, neither the HOA nor the DRB share any legal responsibility, risk or liability for the use of, or of any injury as a result of the use of such equipment.

Recreation Equipment Categories: Note that categories and the equipments included in each may be modified, added to or removed as future Community desires or conditions change.

### Permanent Equipment Allowed:

#### Swings and Play Sets:

Required setbacks are at least ten (10) feet from the rear property line, and at least five (5) feet from the side property lines.

#### Trampolines:

Required setbacks are five (5) feet from rear property line. All trampolines must be located in the rear of the lot and in a location NOT visible from the street in front of the house.

#### Playhouses:

Playhouses must not be utilized for any purpose other than for children(s)

play. No play house can be placed in any location other than the rear of the lot. No play house may be located within (5) five feet from the property line. Play houses may not be used as an animal home or shelter or for storage.

**Horse Shoe Courts/Pits:**

Shall be located only in the rear of the homeowners' lot behind the house.

**Temporary Equipment Allowed Behind Homes:**

**Sports Type Equipment:**

Includes baseball or softball pitch backs, batting assists, ball pitchers, and any similar type equipment. Also included in this category are croquet, table tennis, badminton, volley ball, and similar apparatus.

**Water Type Play Equipment:**

Such as sprayers, slides, above-ground Kiddy pools, and similar equipment. If a Kiddy pool has a self contained filtering system it is considered an above ground pool which is prohibited in this Community. No water-type play equipment may be located either in the front of houses or on the lots between houses; they must be located in rear yards only.

**Fan/Blower Sustained Inflatable Equipment:**

Inflated devices that are inflated and their inflation are sustained by a fan/blower (Typically these objects are rented for short term use during children's parties) May be placed on a lot for up to two (2) days. All the "Temporary" classification privileges shall apply. If the device is a homeowner owned device it shall not be left out for more than one (1) day. If it is left out for more than one (1) day it will be classified as "Permanent" and will require DRB approval to prevent a Violation action.

**Recreation Equipment Not Allowed:**

**Basketball Equipment:**

No basketball courts or standards or backboards, whether permanent or removable, shall be installed, placed or affixed to any structure or stored on the outside of Residential Property. No basketball court, standard or backboard (whether permanent or removable) shall be placed in the street or on any common area. No basketball courts may be located or stored outside on any private lot.

**SECURITY GATES AND BURGLAR BARS**

Security gates or burglar bars may only be installed after obtaining written approval of the DRB.

Burglar bars must be installed so that they can be mechanically opened from the inside, as per Florida Building Codes.

Burglar bars may not be bolted or locked so as not allowing them to be opened, as per stated building codes.

Security gates may enclose only the front porch area.

Burglar bars and security gates may be painted the following colors only black, white, gray, or the color of the house or the color of the house trim.

### **SHIELDING**

Please see "Service Yards," Article VII, Section C of Declaration. Shielding for air conditioners, pool equipment, water softeners, mechanical equipment, trash cans, wells and rain barrels may be constructed of the following materials: Lattice, wooden fencing, vinyl fencing, and any hedge type plantings that must be evergreen shrub and winter hardy being able to survive a frost. New plantings must be large enough so as to create a sufficient barrier covering  $\frac{3}{4}$  of what is to be shielded from view within 6 months of planting. Flowers, vegetables and ornamental plants are not acceptable for use as shielding. Any wood fencing must be preserved or stained so as not to weather and must be maintained in appearance and integrity.

Shielding of an existing item may be installed without DRB approval as long as it meets the above criteria.

All plants used for shielding must be trimmed and properly maintained to provide a neat and orderly appearance.

### **SOLAR PANELS**

Solar collectors shall be mounted within the orientation to the south or within  $45^{\circ}$  east or west of due south provided that this positioning does not impair the effective operation of the solar collectors. The exterior piping for solar heat must be black in color.

### **STORM/SCREEN DOOR**

All home owners are required to obtain written DRB approval prior to installing any storm/screen doors or screen enclosures.

### **STREET ADDRESS NUMBERS**

All houses must have their street numbers displayed. Any homeowner who wishes to change either the location, type, or style of numbers must have written permission from the DRB prior to any change being made. If any numbers either become damaged or missing the homeowner must within (7) seven days from postmark date of notice from the Association repair or replace the numbers with a matching type.

### **SWIMMING POOLS: ABOVE-GROUND**

No above-ground swimming pools may be installed or placed on any residential property. An above ground swimming pool is defined as being more than 24 inches above the ground level and having its own filtering system. No swimming pool, that is marketed, designed or typically considered to be an above ground swimming pool, may

be buried so as to meet the 24 inch limit to avoid being considered above ground.

### **TRASH CANS**

All trash cans must be placed or stored in such a way as to be concealed from view from any roads and adjacent properties. Trash can storage location may be on the side of the house if the homeowner disguises it either with bushes or DRB approved fencing.

All trash cans may be placed at the curb after 5 pm of the day before a scheduled trash pickup.

All trash cans must be removed from in front of the house the same day that the trash is picked up.

### **TREES, PALMS and BUSHES**

#### **Dead Trees**

Dead trees must be removed so as not to cause a safety hazard and may be removed without a DRB application. However, a photograph of the tree must be taken prior to removing the tree.

Trees which are only partially dead or have dead limbs should not be removed; they should be trimmed back to remove any dead matter which poses a safety hazard or which threatens the health of the tree. Due to seasonal dormancy, oak trees can appear dead during winter months; therefore, oak trees should not be removed between January first and the middle of April unless the tree has suffered some other trauma or disease.

Any tree that has died or has dead branches that can be deemed a safety hazard must be removed by the homeowner within fourteen (14) days after the date notice is mailed.

#### **Trimming and Maintenance**

All trees must be maintained and all debris that falls from them must be removed. All bushes must be maintained and neatly trimmed. Any dead bush must be removed and/or replaced. All trees located between the curb and the sidewalks are to be maintained by the homeowner of the lot that it is located in front of.

Any tree, palm, shrub or bush on homeowner property or between the curb and the sidewalk, that encroach onto either the sidewalk or roadway must be trimmed so as not to impede vehicle or pedestrian traffic. Branches encroaching sidewalks must be trimmed at least 8 feet above sidewalk level. Branches that encroach onto the street must be trimmed at least 12 feet from the street level. Encroachment means any portion of a tree, palm shrub or bush including leaves, branches, or trunk, that hangs over any portion of a sidewalk or roadway, whether or not it has proven to be an impediment to vehicular or pedestrian traffic.

All bushes, palms, trees and shrubs must be trimmed and properly cared for to provide a neat and orderly appearance. What constitutes proper trimming and care takes into consideration the type of plant, its location on the lot, its location relative to other plants and the improvements on the lot, its height and width, efficient watering, appropriate fertilization, mulching, responsible management of yard pests, landscape planning and design, and proper maintenance. The HOA shall have exclusive and absolute discretion

to determine if a bush, tree or shrub is properly trimmed and cared for. All shrubs planted in front of windows visible (in front of the home visible) from the street should be trimmed to the bottom of the window but may not cover more than 25% of the window.

### **Tree Removal**

**Note:** The removal or relocation of any tree over three (3) inches in diameter at four foot height must have the prior written approval of the DRB.

If approval to remove the tree is granted, all trees that are removed must have the stump ground down at least six inches below grade or by digging the stump completely out of the ground.

### **Tree Replacement**

The DRB may require that any tree which is removed from the front yard or side yard if the lot is a corner lot, be replaced with a tree that is approximately the same height as the original or a minimum of six (6) feet, whichever is less, if in the aesthetic judgment of the DRB, the number and size of the trees which remain on the lot after the removal of the tree are insufficient. The replacement tree does not have to be the same type as the one removed; however, a replacement tree of a different variety must be on the DRB's list of recommended tree varieties (See Exhibit C) or must receive prior approval of the DRB. The replacement tree does not have to be placed in the same location; however, a DRB application will be required showing the new location of the tree. If the homeowner does not wish to replace the dead tree, then DRB approval is required.

If a replacement tree is not planted in the same location as the previous tree, sod must be installed over the area where the tree was located unless the removed tree was in an existing garden bed in which case it must be replaced with shrubs or flowers within 30 days of the tree's removal. If sod is required, the sod must be installed within a maximum of 60 days from date of tree removal. Sod shall be installed level with height of grass and is not to be higher than the lawn. The homeowner must repair any damage to the irrigation system.

The DRB shall take into consideration the aesthetic aspects of the proposed alteration and placement of trees/landscaping, but shall not be responsible for reviewing, nor shall its approval of any plan be deemed approval of, any plan or design from the standpoint of conformance with county ordinances.

See Also Exhibit C (Tree Replacement Suggestions)

### **WALLS OR ORNAMENTAL FEATURES**

Stone, cement, brick walls and/or ornamental features must be approved by the Design Review Board prior to installation. However, in no instance will they be approved to be installed within the easement between the sidewalk and the street.

### **WATER FEATURES AND LAWN/GARDEN ORNAMENTATION**

All water features and other types of lawn and garden ornamentation which are visible from the street require DRB approval.

The maximum number of lawn and garden ornamentation items per property is six (6).

Permitted lawn and garden ornamentations include, but are not limited to, flags, fountains, statues, birdbaths, decorative globes, decorative pots (with or without plantings), and small lawn furniture such as benches.

One (1) water feature (fountain, pond, birdbath, self-contained waterfall) is allowed. Fountains and statues are restricted to a height of five (5) feet as measured from the ground. The remaining items must be a maximum height of three (3) feet each.

Any water feature must be maintained and the contained water shall not be allowed to stagnate. The water feature must be incorporated into a landscaped area and must have surrounding landscaping.

### **WATER SOFTENERS**

A water softener may be installed without requiring a DRB application as long as it is properly shielded from view so as not to be visible from the street. See the section on Shielding.

### **WELLS**

All wells must have written DRB approval prior to being installed. Subject to regulation by Government Agencies, wells may be permitted for irrigation purposes only. Wells must receive appropriate Governmental Agency permits. Wells shall be located on the rear portion of the lot or side yard and outside of public view. All irrigation and other pipes associated with wells shall be located underground. Also, see section entitled "Irrigation".

### **YARD SIGNS**

Signs must be free-standing and not attached to trees or light poles, or any structure or device.

"Garage Sale" or "Yard Sale" signs cannot be larger than 12 inches by 12 inches. Homemade or commercial (e.g., Home Depot or Lowe's type) are allowed. A sign may be placed on the front lawn after 8 A.M. the day of an event and must be removed by 5:00 P.M., on the day of the sale. No "Garage Sale" or "Yard Sale" sign are permitted to remain posted overnight. If an event is to last for several days the signs must be removed nightly before the designated time.

Only one sign, of any type, can be displayed at a time.

No signs are permitted in front windows or on doors.

No signs of any type may be placed on common property by any homeowner.

Real Estate one-sided or two-sided signs, by owner or by commercial agents, will be strictly limited to the following guidelines: The frame is to be black with a total height above ground of thirty (30) inches. The message area is to be twelve inches by twelve inches (12"x 12"), stating "For Sale" (or Rent), the name of the real estate company, telephone number, and the agent's name. The colors are to be the same as the Sterling Hill mailbox posts, grey with black lettering. The sign is to be centered on the front lawn

and shall be located nine (9) feet in from the start of the sidewalk. No “For Rent” or “For Sale” signs may be placed on doors or in windows.

The Covenants of the Homeowners Association do not allow any signs that designate a commercial construction company project on the property. These include, but are not limited to, pool companies, fence companies, enclosure installation companies, pavers companies, landscaping companies, and any other commercial or political sign.

No political signs may be placed on homeowner property or any common property.

Any Homeowner may display a sign, no larger than eighteen (18) inches wide by sixteen (16) inches high, provided by a security services contractor within 10 feet of any entrance to the home.

#### **MISCELLANEOUS HOME EXTERIOR IMPROVEMENTS AND ADD-ONS**

The following home exterior improvements and add-ons must be approved by the DRB in writing prior to installation:

Shutters (window or door).

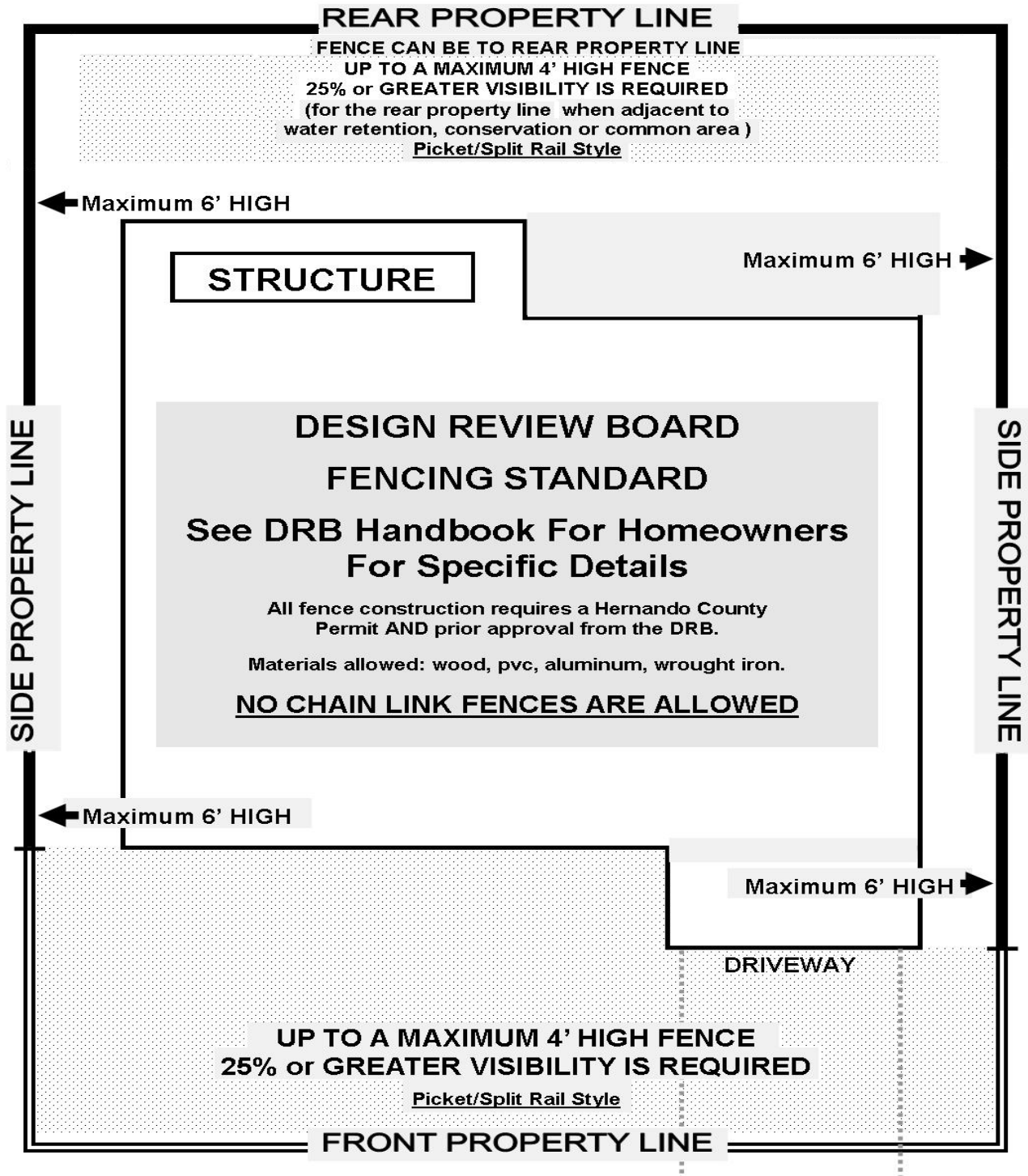
Roof mounted skylights.

#### **MANAGEMENT AGENT**

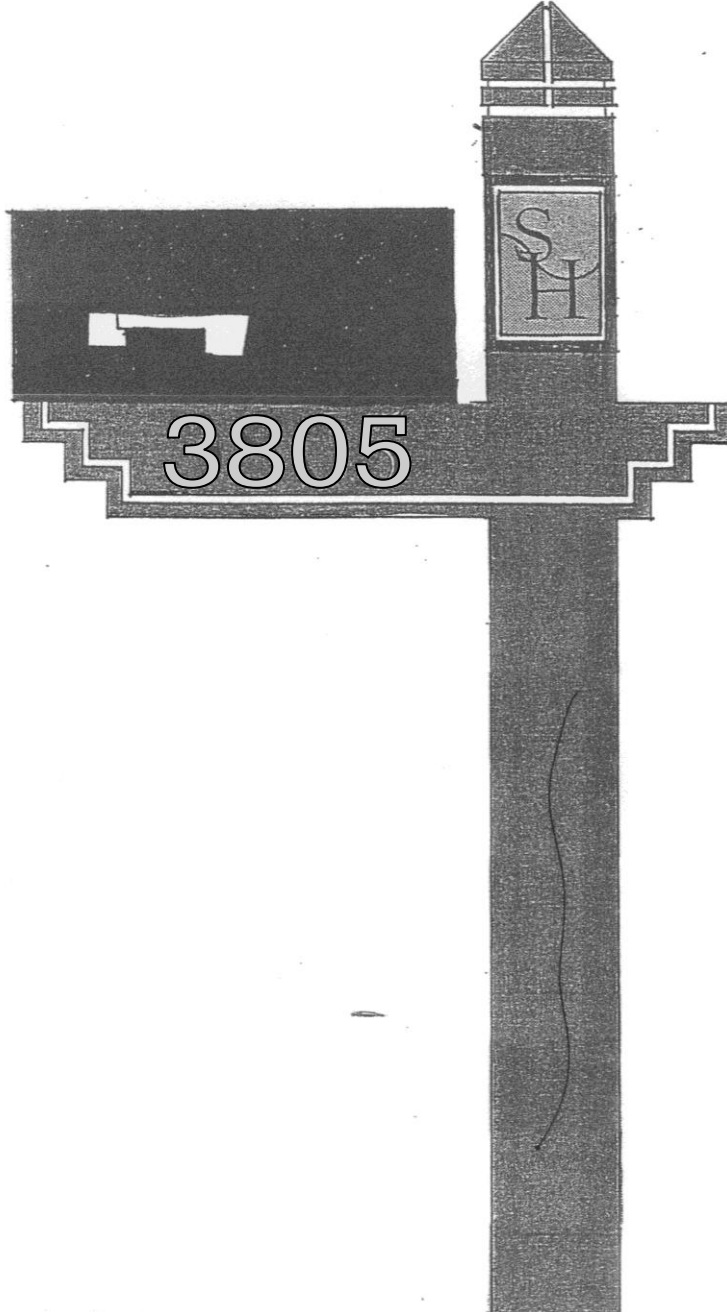
Debra Perricone  
Licensed Community Association Manager  
Franklin & Company Property Management, LLC.  
Phone: (352) 684-8884  
Fax: (352) 200-4663  
Email: tqm@franklinaccounting.com



**\*\*Exhibit A\*\***  
**STERLING HILL DRB FENCE GUIDELINE**



**\*\*Exhibit B\*\***  
**STERLING HILL**  
**Standard Mailbox Design**



**Mailbox Schematic**

**6X6 P.T. post, Slate Gray**

**2X6 P.T. arms, Slate Gray  
(1/4" routed channel,  
Warm Medium Grey)**

**2) 3/4" Sign foam  
sandblasted Sterling Hill  
logo (Warm Medium Grey,  
Warm Light Grey, Black  
"SH")**

**(2) Sets of 4" Black  
numbers on arms**

**#1 Black Aluminum  
Mailbox with black or red  
Aluminum Flag**

**\*\* Exhibit C \*\***  
**STERLING HILL**  
**Recommended Tree Replacement Varieties**

**Note:** For replacements of trees being removed the size of the replacement must be at least 6' tall when planted. All plants listed have a low water requirement once established.

**Native Species**

**Magnolia - Little Gem**  
**Southern Magnolia**  
**Cherry Laurel**  
**Dogwood**  
**Red Maple**  
**Mary Nell Holly**  
**East Palatka Holly**  
**Yaupon Holly**  
**Chickasaw Plum**  
**Sweet Acasia Tree**

**Non-Native Species that are suitable for Hernando County:**

**Crepe Myrtle Any color ( Note: Nachez White grows to 30')**  
**Pindo Palm**  
**Eastern Red Bud**  
**Fringe Tree**  
**Hawthorn**  
**Florida Privet**  
**Chinese Holly**  
**Ligustrum**  
**Saucer Magnolia**  
**Chaste Tree**

**\*\*Exhibit D\*\***  
**STERLING HILL**  
**New Construction Guidelines**

1. Three copies of construction and site plans, including elevation drawings, must be submitted to the DRB for approval PRIOR to any construction taking place at the site.
2. No construction between the hours of 7pm and 7am.
3. No advertising signage is allowed on any lots under construction.
4. During construction, a dumpster MUST be placed on the property to collect construction debris, and must be emptied when full. It may not be allowed to overflow.
5. Trees, shrubs or cement removed from the lot before construction must be immediately removed from the area and NOT buried or stored on that property or any adjoining property in Sterling Hill.
6. Only single family homes may be constructed.
7. Minimum setbacks are as follows:
  - 20' front setback
  - 10' side setbacks
  - 15' rear setback
8. Minimum square footage requirements for living space (not including garage) based on lot size:
  - 60' x 110' – greater than or equal to 1400 sq. ft.
  - 65' x 110' – greater than or equal to 1800 sq. ft.
  - 70' x 110' – greater than or equal to 1800 sq. ft.
  - 80' x 110' – greater than or equal to 2000 sq. ft.
9. Ground level exterior house walls must be concrete block. Second level may be concrete or wood. All exterior walls must be covered with stucco finish, but may include brick or stone accents.
10. Any stone or brick exterior trim must be approved by the DRB prior to installation.
11. Any exterior lighting must be approved by the DRB prior to installation.
12. Exterior color scheme must be chosen from the Sterling Hill Exterior Color Palettes book and approved by the DRB prior to application. The chosen scheme may NOT be the same as the homes on either side. The color books are located at both the North and South Sterling Hill Clubhouses and at the Franklin & Company Management office at 4316 Lamson Avenue in Spring Hill.

13. **New home construction must follow similar size and design of homes within the same village (i.e. Brightstone Place and Brackenwood are restricted to one story homes.)**
14. **The same models may NOT be built next to each other – some change in exterior elevation must be made (exterior stone work, flipped design, etc.)**
15. **Garages must be 2 or 3 car only and must be attached to the home. No stand-alone garages are allowed.**
16. **Driveways and lead walks must be poured concrete or pavers. If pavers or colored or patterned concrete, the colors and pattern must be approved by the DRB prior to installation. Driveway width is restricted to the width of the garage openings unless prior approval is given by the DRB.**
17. **A landscaping plan must be drawn up, submitted to the DRB for approval and installed prior to the homeowner taking possession of the home. The plan should include at least one tree in front and one tree in the rear – and one of those must be considered a shade tree. A garden bed should extend across the front of the home, containing shrubs, plants and /or perennial flowers. A diagram or plat map of the property showing locations for the garden(s), trees, etc., should be included with the application, along with a listing of shrubs, plants and flowers to be included. Florida Friendly landscaping should be kept in mind. The remainder of the yard (including boulevard area) must be sodded with an approved grass; Saint Augustine, Zoysia, or Argentine Bahia.**
18. **All homes must include an automatic sprinkler system which will cover minimally from the street down the sides to a line which extends from the rear wall of the home over to the side boundary of the lot.**
19. **Two adjoining lots may be purchased and combined. The home may be centered on the two lots, however, the homeowner would be charged 2 CDD fees, 2 HOA fees, etc. on the property.**
20. **Air conditioning or pool equipment located outside must be shielded from view by landscaping or fencing from the street. No window or through the wall air conditioning units are allowed.**
21. **A mailbox meeting all Sterling Hill DRB criteria must be supplied and installed by the builder in the boulevard between the sidewalk and the street prior to the homeowner taking possession of the home.**

**\*\*Exhibit E\*\***  
**STERLING HILL**  
**Property Use Restrictions**

**This Exhibit contains Article VII (Use of the Property) and Article VIII (Design Criteria and Review) reprinted from the Sterling Hill Covenants Conditions and Restrictions as recorded on October 20, 2006 in Hernando County. These sections are provided for your convenience as they pertain to the use of your property and the authority and responsibilities of the Design Review Board.**

**It is important to note that *several* sections of Article VII of the Declaration were amended in 2008 and again in 2010.**

**For a full copy of the Covenants Conditions and Restrictions, and the recorded amendments approved in 2008 and 2010 please visit the Sterling Hill HOA website: [www.sterlinghillhoa.com](http://www.sterlinghillhoa.com).**

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.

A. Limitations. Nothing shall be erected, constructed, planted or otherwise placed on a Lot or Residential Unit in such a position (subsequent to the initial construction of improvements on the Property by Declarant) so as to create a hazard upon or block the vision of motorists upon any of the streets or roads. No improvement or modification or alteration of an improvement shall interfere with those easements or other rights which are set forth in this Declaration.

B. Building Restrictions. All building construction on the Property shall comply with the provisions of the Design Review Criteria. No improvement or modification shall interfere with those easements or other rights set forth in this Declaration. Only one dwelling may be constructed on any Lot or Residential Unit. The minimum square footage of each dwelling in each Block depicted on the Plats shall be the square footage set forth in **Exhibit "B"** hereto, including only air conditioned living space, with each dwelling containing an attached two-car or larger garage of the same architectural style as the air conditioned portion of the dwelling, unless otherwise approved by the DRB. Any dwelling constructed on a Lot or Residential Unit shall be in accord with the front yard, side yard, and rear yard set back requirements contained in the Design Review Criteria. No structural or non-structural alterations shall be permitted without written permission of the DRB in accordance with this Declaration. All driveways and sidewalks constructed on a Residential Unit shall be constructed, reconstructed, or repaired with the materials and in the manner in which they were originally constructed, and no colors, coatings, pavers, epoxies, or similar treatments shall be permitted without DRB approval.

C. Service Yards. All garbage receptacles, fuel tanks, air conditioning and pool equipment and materials, supplies and other equipment which are placed or stored outside must be placed or stored in such a way to conceal them from view from roads and adjacent properties. Any such visual barrier shall be subject to DRB approval, in accordance with the Design Review Criteria. Solar hot water heating equipment constructed or used in connection with a Residential Unit shall not be visible from any road or adjacent property within Sterling Hill and shall comply with the Design Review Criteria.

D. Residential Use. Each Residential Unit may be improved for use for residential purposes, and only dwellings approved in accordance with Article VIII may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Residential Unit, except for the business of Declarant and its transferees in developing the Property, and except that an Owner or occupant residing on a Residential Unit may conduct business activities within such Unit so long as: (i) the existence or operation of the activity is not apparent or detectable by site, sound, or smell from outside the dwelling; (ii) the activity conforms to all zoning requirements for the Residential Unit; (iii) the activity does not involve regular visitation by clients, customers, suppliers, or other business invitees, or door-to-door solicitation of residents of Sterling Hill; and (iv) the activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board of Directors of the Association.

E. Nuisances. No nuisance shall be permitted to exist or operate on any part of the Property.

F. Unlawful or Offensive Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All applicable laws, zoning ordinances, orders,

rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed in Common Property.

G. Insurance. Nothing shall be done or kept on any part of the Property which will increase the rate of insurance for the Association or the CDD. No Owner shall permit anything to be done or kept in or on a Residential Unit which will result in the cancellation of insurance on Common Property, or which would be in violation of any law.

H. Access. The CDD and the Association, or their agents and employees, may at any time enter upon and access Common Areas to maintain, inspect, repair or replace improvements within the Common Area which are their respective responsibilities, or in case of emergency for any purpose, or to determine compliance with this Declaration.

I. Pets. An Owner may not keep, raise, or breed any animals, livestock, or poultry in or on any the Property, except that customary household pets such as cats, dogs, pet birds, and fish may be kept subject to the provisions herein. Only two dogs shall be kept in a Residential Unit. The following shall apply with regard to any pet which is allowed to be kept in or on the Property:

1. Owners of a cat or dog shall be required to keep the same on a leash at all times unless kept in an enclosed area.

2. Owners of a cat or dog shall be required to remove immediately all forms of excrement of such pets from the Property, including, but not limited to, lawns, walks, driveways, and parking areas. Such pets shall not be allowed to deposit excrement in any manner, or in any place, that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped areas.

3. No pet will be allowed which creates excessive noise, emits obnoxious odors, creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night. Any Owner of a pet allowed hereunder who is the subject of three justifiable complaints of violations hereunder shall permanently remove the pet from the Owner's property upon notice of such complaints from the Association. Such Owner shall not be allowed to have any pets within the Property at any time thereafter, except upon the express written consent of the Board of Directors of the Association.

4. Nothing herein shall be deemed to prohibit the use and ownership of a dog trained to assist a disabled person.

J. Signs. Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Residential Unit, yard, or Common Property, or from any window or tree, unless express prior written approval of the size, shape, content and location has been obtained from the DRB, which approval may be



withheld in its discretion. If after demand and reasonable notice to an Owner, such Owner has not removed an unapproved sign, Declarant or the Association may, through a representative, enter the Owner's premises and remove such sign without liability therefor. Declarant hereby grants a license to the Association for such purpose. Notwithstanding the foregoing, Declarant shall be permitted to post and display advertising signs on the Property and Declarant and the CDD may erect reasonable and appropriate signs on any portion of the Common Property.

K. Campers, Etc. No campers or vans over fourteen feet (14') in length, go-carts or trucks in excess of three quarter (3/4) ton shall be allowed on the Common Property or anywhere within the Property except as approved by Declarant or by the Board of Directors of the Association in its discretion, and except as follows: such vehicles shall be permitted within the Property if (1) parked entirely out of sight or (2) if parked only temporarily within the Property, i.e., not overnight. Declarant or Board of Directors of the Association may make reasonable rules concerning the use of mopeds and motorcycles on the Property.

L. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The DRB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs in Common Areas and along all streets and road rights-of-way.

M. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with the standards adopted by the DRB. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

N. Antennas, Other Devices. No exterior radio or television antenna, satellite dish or other receiver, transmitting device or any similar exterior structure or apparatus may be erected or maintained except pursuant to standards adopted by the DRB.

O. Air Conditioners. Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Property or adjacent parcels. No window or through-wall air conditioning units shall be installed in any Residential Unit except as approved by the DRB.

P. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:

1. Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the DRB.
2. Temporary structures during the period of actual construction as approved by the DRB; and
3. Tents or other temporary structures for use during social functions.

Q. Water Supply and Sewerage. No septic tanks shall be permitted within the Property. No wells shall be installed without the express written consent of the DRB and all other applicable government agencies.

R. Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted without DRB approval.

S. Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. 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.

T. Soliciting. No soliciting will be allowed at any time within the Property.

U. Maintenance. The portions of the Residential Property visible from other Residential Units, the roads or from any Recreational Areas and Recreational Facilities shall be properly maintained and kept in an orderly condition so as not to detract from the neat appearance of the Property. Declarant or the Board of Directors of the Association, in their sole discretion, may determine whether or not such visible portions are orderly. Declarant or the Association may have any objectionable items removed so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process, all as more particularly set forth in Article IX hereof.

V. Trees. No trees greater than three inches (3") in diameter at breast height shall be cut or removed without approval of the DRB.

W. Mailboxes. Builders or Residential Unit owners shall provide, install and maintain all mailboxes and standards, brackets and name signs for such boxes at the Owner's expense in such location and in a uniform size, color and design as determined by the DRB. A sketch showing the standard mailbox design and specifications for all mailboxes at Sterling Hill is attached hereto as **Exhibit "C"**.

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 within a fully-enclosed garage or in some other place where it is not visible from any road or adjacent property within Sterling Hill. 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.

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."**

Z. Motor Vehicles, Trailers, Etc. Each Owner shall provide for parking of automobiles off streets and roads within the Property prior to occupancy of the Owner's Residential Unit. Subject to the terms of this Section, there shall be no outside storage or parking within any parcel or within any portion of the Common Property (other than areas provided therefor within the Common Property, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorized go-cart or any other related forms of transportation devices. No Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within a Neighborhood or within any portion of the Common Property, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only within Residential Units on paved surfaces or designated areas and shall not block sidewalks or bike paths. Parking by Owners within street rights-of-way is prohibited and the Association is authorized to tow vehicles parked in violation hereof. Overnight parking in street rights-of-way by any person is prohibited. No gravel, blacktop, or paved parking strip shall be installed or maintained by any Owner adjacent to or along the street.

AA. Declarant's Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale or the developing of parcels, including, without limitation, the installation and operation of sales and construction offices, signs and model dwellings. The location of any construction offices by Declarant or Builders selected by Declarant shall be subject to Declarant's control. The right to maintain and carry on such facilities and activities shall include specifically the right to use Residential Units as model residences, and to use gatehouses or any Residential Unit as an office for the sale of Residential Units on the Property and for related activities.

BB. Delivery and Construction Hours. No construction activities, other than work to be performed on the inside of a Residential Unit which is enclosed, nor delivery of construction materials shall be permitted between the hours of 7 p.m. and 7 a.m. of the following day.

CC. Outside Lighting. Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Residential Unit which in any way will allow light to be reflected on any other Residential Unit or the improvements thereon or upon any Common Property or any part thereof, without the written authorization of the CDD or the Board of Directors of the Association. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Property shall be allowed.

DD. Window Treatments. Window treatments for Residential Units shall be compatible with the exterior design and color of the dwelling in which they are installed.

EE. Recreation Equipment. No basketball courts or basketball standards or backboards (whether permanent or moveable) shall be installed, placed or affixed to any structure on Residential Property. No above-ground swimming pools shall be installed or placed on Residential Property. All play sets, playground equipment and other outdoor recreational equipment must be approved by the DRB prior to installation.

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.

GG. Owner's Insurance. By virtue of taking title to a Residential Unit, each Owner covenants and agrees to carry blanket "all-risk" property insurance on his property and structures thereon, providing for replacement cost coverage (less a reasonable deductible). Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Residential Unit, he shall proceed to repair or to reconstruct such structures within twelve (12) months after such damage or destruction, in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VIII of this Declaration. Alternatively, the Owner shall clear the property of all debris and ruins and maintain the property in a neat and attractive, landscaped condition. The Owner shall pay any costs which are not covered by insurance proceeds.

HH. Subdivision. No Residential Unit shall be further subdivided except upon express written consent of Declarant so long as Declarant owns any part of the Property, and thereafter, with the consent of the Board of Directors of the Association, and in accordance with subdivision regulations of Hernando County, as applicable.

II. General Restrictions on Common Property. No owner shall obstruct any part of the Common Property, nor shall any Owner keep or store anything on the Common Property. No person other than Declarant or the CDD, or their appointed agents, may alter, construct upon, or remove anything from the Common Property. All uses and activities upon or about the Common Property are subject to the rules and regulations of Declarant and the CDD.

JJ. Protection of Environmentally Sensitive Lands. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Brooksville Regulation Department. The Association has the authority to enforce the provisions of this subsection JJ.

KK. Compliance with Surface Water Management System. Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD). The Association has the authority to enforce the provisions of this subsection KK.

LL. Special Condition for Side and Rear Lot Line Drainage. The Association and all lot owners shall comply with all governmental regulations including, but not limited to, those of the Southwest Florida Water Management District. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the stormwater management system and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Brooksville Regulation Department. Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District. All lot owners shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, the Association has the authority to enter the property and reconstruct the intended flow pattern and assess the property owner with the expense. The Association has the authority to enforce the provisions of this subsection LL.

## ARTICLE VIII

### DESIGN CRITERIA AND REVIEW

Section 1. Purpose. To preserve the natural beauty, to protect sensitive portions and to assure that construction of improvements upon the Property shall be in harmony with the natural aesthetics of the site, the Property are hereby made subject to the following restrictive covenants in this Article and every Owner agrees to be bound and comply with the provisions contained in this Article.

Section 2. Design Review Board. There is hereby created a Design Review Board (the "DRB") whose duties, powers and responsibilities shall be as hereinafter set forth:

A. Initial DRB. Declarant shall establish the initial DRB, which shall be constituted of not less than two (2) persons. At such time as Declarant shall cease to own fee simple interest in any part of the Property, or earlier at Declarant's option, Declarant shall turn over the control of Design Review Board to the Association.

B. Construction Subject to Design Review. No construction, modification, alteration or other improvement of any nature whatsoever, except interior alterations not affecting the external structure or appearance, shall be undertaken on any Residential Unit or parcel of land unless and until the plans of such construction or alteration shall have been approved in writing by the DRB. Modifications subject to such approval specifically include, but are not limited to the following: painting or other alteration of a dwelling (including doors, windows and roof); installation of solar panels or other energy-generating devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, shutters, gates, flower boxes, shelves, statues or other outdoor ornamentation; installation of patterned or brightly colored internal window treatment; any alteration of the landscaping or topography of the parcel, including without limitation the cutting

or removal of trees in excess of three inches (3") in diameter at breast height; planting or removal of plants; the creation of any pond or swale or similar features of the landscape. This Article shall not apply to the Property owned by Declarant while it is being developed by Declarant in accordance with an approved site plan.

C. Design Review Procedures.

1. Declarant has established Design Review Criteria for all construction, other improvements and landscaping to which this Article applies and uniform procedures for the review of applications submitted to it. These criteria and procedures shall be published in the Design Review Criteria. These standards may be modified from time to time, provided such modifications are not inconsistent with this Declaration, the ordinances of the County of Hernando or other instrument of record among the public records of Hernando County, Florida.

2. The plans to be submitted to the DRB for approval for any dwelling or other improvement shall conform to the Design Review Criteria and shall include:

(a) three reproducible copies of the construction and site plans and specifications, including all proposed landscaping;

(b) an elevation or rendering of all proposed improvements;

(c) a survey showing the following:

(i) the locations of all trees in excess of three inches (3") in diameter at breast height; and

(ii) such other information or samples as the DRB may reasonably require.

One copy of the plans shall be retained in the records of the DRB and one shall be returned to the Owner marked "approved" or "disapproved." The third copy shall be used by the DRB.

D. The DRB shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the DRB shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, energy conservation features, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property, in accordance with the provisions of this Declaration and the Design Review Criteria. All decisions of the DRB shall be provided to Declarant or to the Board of Directors of the Association (as applicable), and evidence thereof may, but need not, be made by a certificate in recordable form, executed under seal by Declarant or (as applicable) the

President or any Vice President of the Association. Any party aggrieved by a decision of a DRB shall have the right to make a written request to Declarant or to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of Declarant or such Board upon reviewing any such decision shall in all events be dispositive. The DRB in accepting or reviewing any plans shall not have or undertake any responsibility or liability for the quality of design or construction and shall only concern itself with those matters set forth in this Article.

E. If any structure, paving, landscaping or other improvement requiring approval pursuant to this Article is changed, modified or altered without prior approval of the DRB of such change, modification or alteration and the plans and specifications therefor, if any, then the Owner shall upon demand cause the improvement or structure to be restored to comply with the plans and specifications originally approved by the DRB, and shall bear all costs and expenses of such restoration, including costs and expenses of such restoration, including costs and reasonable attorneys' fees of the DRB.

F. Unless specifically excepted by the DRB, all improvements for which approval of the DRB is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the DRB in the event that the approval is so conditioned.

G. The DRB shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plan of the land where those lines are not set in the graphics of the Design Review Criteria, in order to preserve the integrity of the Property and the Site Development Plan. In this respect, the DRB's judgment and determination shall be final and binding.

H. In the event the DRB shall fail to approve or disapprove the plans and specifications submitted in final and complete form within forty-five (45) days after written request for approval or disapproval together with all necessary supporting plans, specifications or information is delivered to the DRB by the Owner or the Owner's agent or attorney, then such approval of the DRB shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

I. There is specifically reserved unto the DRB, the right of entry and inspection upon any Residential Unit, Residential Property or Commercial Property for the purpose of determination by the DRB whether there exists any construction of any improvement which violates the terms of any approval by the DRB or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The DRB is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorneys' fees in connection therewith. The Association shall

indemnify and hold harmless the DRB and its members from all costs, expenses and liabilities including attorneys' fees incurred by any member's service as a member of the DRB.

J. Declarant may delegate any or all of its powers under this Article to the DRB.

K. The DRB may adopt such further rules and regulations as it deems necessary to carry out its functions and purposes hereunder provided all such rules and regulations shall be filed with and made a part of the Association's minutes.

L. The DRB may impose reasonable fees and charges to the homeowner to enable it to carry out its functions.