

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VICENZA TO ADD VICENZA PHASE 2

THIS SUPPLEMENTAL DECLARATION, (the "Supplemental Declaration"), is made as of the 23 day of June, 2021, by NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, a Florida limited liability company, (the "Declarant" or "Developer"), whose mailing address is 5800 Lakewood Ranch Blvd, Sarasota, Florida, 34240.

RECITALS:

WHEREAS, Declarant has caused the **Declaration of Covenants, Conditions and Restrictions For Vicenza** to be recorded in Official Records Instrument No. 2019145920, for the Public Records of Sarasota County, Florida, as same has been amended, modified, clarified and supplemented, (the "Declaration"); and,

WHEREAS, Declarant is actively developing the Subdivision; and is therefore empowered to amend and supplement the Declaration pursuant to Article 2.02 and Article 12.06 thereof; and,

WHEREAS, Declarant desires, pursuant to Article 2.02 of the Declaration, to bring within the plan and operation of such Declaration the additional real property described below, together with the complementary additions and modifications as set forth below; and,

WHEREAS, Declarant desires, pursuant to Article 12.06 thereof, to amend, modify, clarify and supplement the Declaration pursuant to the terms, conditions and provisions contained herein.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Declarant, for itself and its respective legal representatives, successors and assigns, hereby amends, modifies, clarifies and supplements the Declaration as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein.
2. **Addition of Vicenza Phase 2**. Pursuant to the Declaration, and specifically Article 2.02 therein, Declarant does hereby include and bring within the plan and operation of the Declaration the property referred to as Vicenza Phase 2, the legal description of which is attached hereto this Supplemental Declaration as **Exhibit "A,"** and incorporated herein, the same of which shall also be reflected on the Plat for Vicenza Phase 2, as per the Plat thereof recorded in Official Records Plat Book _____, Pages _____ through _____ of the Public Records of Sarasota County, Florida, ("Vicenza Phase 2").
3. **Right of Entry**. A Right of Entry and Compliance with City of Venice, Florida Codes and Ordinances, as set forth as Exhibit "F" to the Declaration, has been established for the overall Vicenza Subdivision, which includes Vicenza Phase 2.
4. **List of Holdings**. The Common Property and other Tract Designations, as depicted on the Plat for Vicenza Phase 2, with operation and maintenance responsibilities noted, and as pursuant to the terms of the Declaration are as follows:

As set forth on Plat for "Vicenza Phase 2":

TRACT DESIGNATIONS:

TRACT 100's: PRIVATE ROADWAY, INGRESS, EGRESS, UTILITY, DRAINAGE,
LANDSCAPE AND HARDSCAPE EASEMENT

TRACT 300's: WETLAND

TRACT 600's: OPEN SPACE

Operation and Maintenance Responsibilities for Above-Referenced Tracts:

All Tracts within the Plat for Vicenza Phase 2 shall be privately operated and maintained by the **Vicenza Neighborhood Association, Inc.**; provided however, infrastructure in Public Utility Easements shall be operated and maintained by the City, County and/or other applicable utility providers authorized to provide the service.

5. **Fiscal Program.** The Fiscal Program for Vicenza Phase 2 is attached hereto this Supplemental Declaration as **Exhibit "B."** and incorporated herein.
6. **Maintenance Program.** A Maintenance Program, as set forth as Exhibit "C" to the Declaration, has been established for the operation, maintenance and care of the Common Property in the Vicenza Subdivision, which includes Vicenza Phase 2.
7. **Binding Effect.** Vicenza Phase 2 shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, reservations, restrictions, conditions, easements, limitations, terms, obligations, rules, regulations, charges, assessments and liens as set forth in the Declaration, as amended, and as further supplemented by this Supplemental Declaration, and as established by the Vicenza Neighborhood Association Inc., all of which shall run with and bind the lands.
8. **Effect on Remainder of Declaration.** Except to the extent modified herein, all terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name by its members thereunto duly authorized as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

“DEVELOPER” / “DECLARANT”:

**NEAL COMMUNITIES OF SOUTHWEST FLORIDA,
LLC**, a Florida limited liability company

By: NCDG Management, LLC, a Florida limited
liability company, its Manager

By: James R. Schier
James R. Schier, Manager

Witness

Veronica McGuire
Print Name of Witness

Veronica McGuire

Witness

Michele Zink
Print Name of Witness

Michele Zink

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization this 23
day of June, 2021, by James R. Schier, as Manager of NCDG Management, LLC, a Florida limited liability
company, as Manager of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the
Company, (☒) who is personally known to me, or (☐) who has produced _____ as
identification.

(Affix Seal)

Veronica McGuire
Signature of Notary Public

Print Notary Name: **Veronica McGuire**

NOTARY PUBLIC STATE OF FLORIDA

Commission No. _____

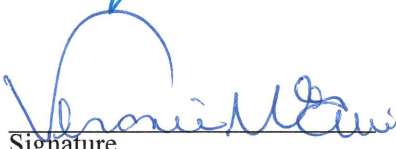
Expiration Date: _____



Joinder by Initial Landowner

PAMLICO POINT MANAGEMENT, LLC, a Florida limited liability company, the Initial Landowner, hereby joins in and consents to this Supplemental Declaration and further covenants, declares and agrees that its lands identified in **Exhibit "A"** to this Supplemental Declaration, (the "Lands"), shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, reservations, restrictions, conditions, easements, limitations, terms, obligations, charges, assessments and liens as set forth herein this Supplemental Declaration and the Declaration, as same may be amended from time to time, all of which shall run with the Lands and be binding upon the Lands and all owners and transferees acquiring any interest therein.

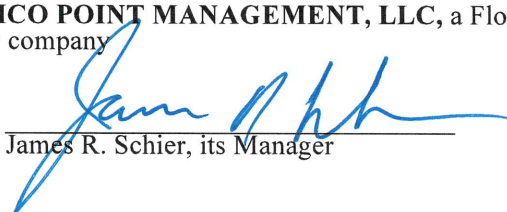
IN WITNESS WHEREOF, the undersigned party has executed this document on the 23 day of June, 2021.


Signature
Veronica McGuire
Printed Name

Signature
Michele Zink
Printed Name

PAMLICO POINT MANAGEMENT, LLC, a Florida limited liability company

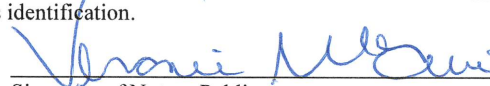
By:


James R. Schier, its Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization this 23 day of June, 2021, by James R. Schier, as Manager of Pamlico Point Management, LLC, a Florida limited liability company, on behalf of the Company, (☒) who is personally known to me, or (☐) who has produced _____ as identification.

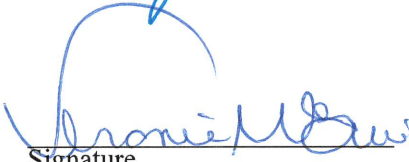
(Affix Seal)


Signature of Notary Public
Print Notary Name: Veronica McGuire
NOTARY PUBLIC STATE OF FLORIDA
Commission No. _____
Expiration Date: _____

JOINDER BY ASSOCIATION

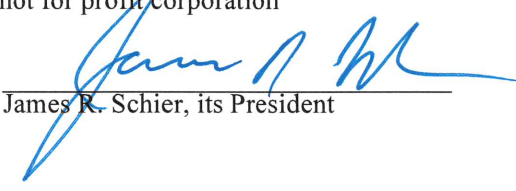
The **VICENZA NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not for profit corporation, hereby joins in and consents to this Supplemental Declaration for the purpose of accepting all terms, covenants, restrictions, conditions and easements therein, as well as accepting all rights, obligations and responsibilities, including maintenance responsibilities, of the Association therein.

IN WITNESS WHEREOF, the undersigned party has executed this document on the 23 day of June, 2021.


Signature
Veronica McGuire
Printed Name

Signature
Michele Zink
Printed Name

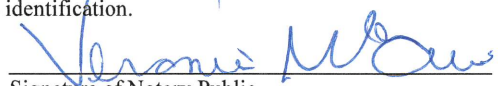
VICENZA NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation

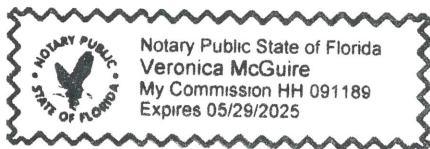
By: 
James R. Schier, its President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 23 day of June, 2021, by James R. Schier, as President of Vicenza Neighborhood Association, Inc., a Florida not for profit corporation, on behalf of the Corporation, (X) who is personally known to me, or () who has produced _____ as identification.

(Affix Seal)


Signature of Notary Public
Print Notary Name: **Veronica McGuire**
NOTARY PUBLIC STATE OF FLORIDA
Commission No. _____
Expiration Date: _____



EXHIBITS

Exhibit “A” Legal Description of Vicenza Phase 2
Exhibit “B” Fiscal Program for Vicenza Phase 2

EXHIBIT "A"

LEGAL DESCRIPTION:

TRACT 700, OF VICENZA PHASE 1, AS PER PLAT THEREOF RECORDED IN OFFICIAL RECORDS PLAT BOOK 53, PAGE 239, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA

EXHIBIT "B"

VICENZA NEIGHBORHOOD ASSOCIATION INC.												
ESTIMATED BUDGET FOR 2019 THROUGH 2028												
SUBJECT TO CHANGE WITHOUT NOTICE BY DEVELOPER AT ANY TIME												
ESTIMATED REVENUES	ANNUAL	%	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Regular Assessments	\$645,196		\$381,454	\$354,166	\$373,116	\$423,566	\$442,366	\$533,466	\$569,406	\$629,618	\$645,196	\$645,196
Initial Assessments												
Lot Maintenance Assessments												
TOTAL ASSESSMENTS	\$645,196		\$381,454	\$354,166	\$373,116	\$423,566	\$442,366	\$533,466	\$569,406	\$629,618	\$645,196	\$645,196
ESTIMATED COMMUNITY EXPENSES												
ADMINISTRATION												
Management Fees	\$58,212	9.02%	\$7,200	\$7,200	\$10,800	\$19,000	\$19,000	\$25,000	\$35,000	\$58,212	\$58,212	\$58,212
Audit Fees	\$2,800	0.43%	\$500	\$850	\$1,500	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800
Legal Fees - Collection	\$500	0.00%	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Annual Corporate Report	\$62	0.00%	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62
Admin Fees/Liens	\$1,000	0.00%	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Bank Charges	\$250	0.00%	\$0	\$150	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Postage & Mail	\$1,400	2.41%	\$800	\$750	\$850	\$1,000	\$1,200	\$1,300	\$1,400	\$1,400	\$1,400	\$1,400
Insurance	\$10,000	1.58%	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Web Site	\$1,200	0.19%	\$500	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
License & Permits	\$450	0.07%	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450
Office Supplies	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Printing & Reproduction	\$500	0.08%	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
ADMINISTRATION TOTAL	\$76,374	11.84%	\$21,112	\$22,762	\$27,212	\$38,762	\$36,962	\$43,062	\$55,162	\$76,374	\$76,374	\$76,374
COMMON UTILITIES												
Water & Sewer	\$10,000	1.55%	\$4,255	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Electric Amenity	\$10,000	1.50%	\$4,333	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Electric gate & Signage	\$1,500	0.23%	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Electric Street Lights	\$5,000	0.77%	\$750	\$750	\$1,000	\$1,900	\$2,000	\$3,000	\$4,000	\$5,000	\$5,000	\$5,000
Electricity Irrigation	\$10,000	1.50%	\$10,000	\$15,000	\$15,000	\$15,000	\$19,000	\$19,000	\$20,000	\$20,000	\$20,000	\$20,000
Phone/Internet Amenity	\$3,000	0.46%	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Gas to Pool & Spa	\$15,000	2.32%	\$0	\$3,000	\$3,000	\$5,000	\$5,000	\$9,000	\$9,000	\$15,000	\$15,000	\$15,000
Gas Phone/Internet	\$1,500	0.23%	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
COMMON UTILITIES TOTAL	\$78,000	11.78%	\$30,838	\$54,750	\$55,000	\$57,900	\$62,000	\$67,000	\$69,000	\$76,000	\$76,000	\$76,000
COMMON GROUNDS MAINTENANCE												
Lawn and Tree Maintenance Common	\$300,000	31.00%	\$85,000	\$85,000	\$85,000	\$110,000	\$110,000	\$175,000	\$175,000	\$200,000	\$200,000	\$200,000
Irrigation Inspection	\$14,340	2.22%	\$7,500	\$7,500	\$7,500	\$7,500	\$9,500	\$9,500	\$9,500	\$14,340	\$14,340	\$14,340
Irrigation Repairs	\$1,500	0.23%	\$500	\$500	\$500	\$500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Fertilization/Pest	\$25,000	3.87%	\$12,000	\$19,000	\$19,000	\$19,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Mulch	\$20,000	3.10%	\$15,000	\$15,000	\$15,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Tree Trimming	\$5,000	0.77%	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Plant Replacement	\$12,000	1.86%	\$5,000	\$5,000	\$5,000	\$5,000	\$8,000	\$8,000	\$12,000	\$12,000	\$12,000	\$12,000
Annials	\$35,000	5.42%	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$35,000	\$35,000	\$35,000	\$35,000
R & M Monuments and Walls	\$500	0.08%	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Pressure Washing	\$4,000	0.62%	\$2,500	\$2,500	\$2,500	\$2,500	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Pump Maintenance Contract	\$5,000	0.77%	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Drainage System Maintenance	\$5,000	0.77%	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Lift Station R&M	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street R&M	\$500	0.08%	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Parking Lot Maintenance	\$500	0.08%	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Street Lights R&M/ Signs	\$500	0.08%	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Sidewalks & Roads R&M	\$500	0.08%	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Gate Monitoring	\$70,578	10.84%	\$66,500	\$66,500	\$100,000	\$25,000	\$30,000	\$45,000	\$50,000	\$55,000	\$70,578	\$70,578
Gate R&M	\$2,000	0.31%	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
General Repairs & Xmas	\$2,500	0.39%	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Mailbox R&M	\$250	0.04%	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Lake Maintenance	\$3,500	0.54%	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Irrigation Pump R&M	\$5,000	0.77%	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Wetland Maintenance	\$3,500	0.54%	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
COMMON GROUNDS TOTAL	\$416,668	64.58%	\$331,250	\$300,000	\$314,250	\$322,750	\$387,750	\$347,250	\$375,000	\$401,000	\$416,668	\$416,668
PARKS AND RECREATION												
Pool & Spa Maintenance Contract	\$14,400	2.23%	\$14,400	\$14,400	\$14,400	\$14,400	\$14,400	\$14,400	\$14,400	\$14,400	\$14,400	\$14,400
Amenity Cleaning Contract	\$5,000	0.77%	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Amenity Pest Control	\$750	0.12%	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Trash Pickup	\$1,000	0.15%	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Supplies amenity & Pool	\$3,000	0.46%	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Video Monitoring Amenity	\$7,500	1.16%	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Amenity R&M	\$2,500	0.39%	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Pool R&M	\$1,000	0.15%	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Pressure Washing	\$1,500	0.23%	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Lake Contract	\$17,004	2.64%	\$17,004	\$17,004	\$17,004	\$17,004	\$17,004	\$17,004	\$17,004	\$17,004	\$17,004	\$17,004
Wetland Contract	\$14,000	2.17%	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000
Wetland Mitigation Maintenance	\$1,000	0.16%	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Dog Park R&M	\$500	0.08%	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Sports Courts R&M	\$1,000	0.15%	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Lifestyle Events	\$4,000	0.62%	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
PARKS & REC TOTAL	\$76,154		\$76,154	\$76,154	\$76,154	\$76,154	\$76,154	\$76,154	\$76,154	\$76,154	\$76,154	\$76,154
TOTAL EXPENSES	\$645,196		\$381,454	\$354,166	\$373,116	\$423,566	\$442,366	\$533,466	\$569,406	\$629,618	\$645,196	\$645,196