

This Instrument Prepared by:
Vogler Ashton, PLLC
705 10th Ave. West, Ste. 103
Palmetto, FL 34221

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARIA TO ADD
ARIA, PHASE II**

THIS SUPPLEMENTAL DECLARATION, (the "Supplemental Declaration"), is made as of the 19 day of March, 2020, by **NEAL SIGNATURE HOMES, 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 Aria** to be recorded in Official Records Instrument #2018162429, of 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 "**Aria Subdivision**"; and is therefore empowered to amend the Declaration pursuant to Article 2.02 and Article 12.06 therein; 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, appurtenances and modifications as set forth below, (the "**Aria, Phase II Property**"); and,

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 the Declaration as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein.
2. **Defined Terms.** Any term not specifically defined herein this Supplemental Declaration shall have the same definition and meaning as set forth in the Declaration.
3. **Addition of Aria, Phase II Property.** Pursuant to the Declaration, and specifically Article 2.02 therein, Declarant does hereby include within and bring within the plan and operation of the Declaration, the Aria, Phase II Property, the legal description of which is attached hereto as **Exhibit "A,"** and incorporated herein, the same of which shall also be reflected on the Plat for "Aria, Phase II," a Subdivision, as per the Plat thereof recorded in Official Records Plat Book _____, Pages _____ through _____ of the Public Records of Sarasota County, Florida.
4. **Right of Entry.** The Right of Entry for the Aria, Phase II Property is attached as **Exhibit "B"** and incorporated herein.
5. **List of Holdings.** The List of Holdings for the Aria, Phase II Property is attached as **Exhibit "C"** and incorporated herein.
6. **Maintenance Program.** The Maintenance Program for the Aria, Phase II Property is attached as **Exhibit "D"** and incorporated herein.
7. **Fiscal Program.** The Fiscal Program for the Aria, Phase II Property is attached as **Exhibit "E"** and incorporated herein. The Fiscal Program of the Association is for informational purposes and subject to change.

8. **Association's Governing Documents.** The Articles of Incorporation and By-Laws for the **Aria Neighborhood Association, Inc.**, (the "**Association**"), are as set forth in and attached as exhibits to the Declaration and are hereby incorporated herein this Supplemental Declaration by reference hereto. The Aria, Phase II Property shall be and is hereby made and held subject to, added to, incorporated in and bound by all the covenants, conditions, reservations, easements, restrictions, terms, assessments, fees, rules, regulations and the like, all as set forth in this Supplemental Declaration, the Declaration and the Association's other Governing Documents, as those collective Governing Documents may be supplemented, modified and amended, from time to time, and all of which shall run with and bind the land set forth in **Exhibit "A."**
9. **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 partners thereunto duly authorized as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT / DEVELOPER:

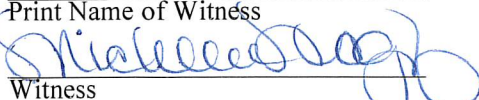
NEAL SIGNATURE HOMES, LLC, a Florida limited liability company, Developer and Owner of Lands set forth in Exhibit "A," hereto

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

By: 
Name: James R. Schier
Its: Manager


Witness

Amy R. Mallon
Print Name of Witness

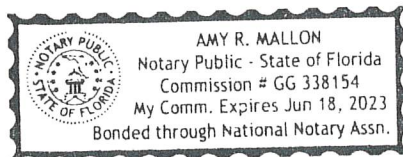

Witness

Michelle Nagy

Print Name of Witness

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 19 day of March, 2020, by James R. Schier, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Signature Homes, LLC, a Florida limited liability company, on behalf of the Company, (☒) who is personally known to me or (☐) who has produced _____ as identification.




Notary Public
My Commission Expires: _____

JOINDER BY ASSOCIATION

The **ARIA 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, reservations, obligations and responsibilities, including all operation and maintenance obligations of Common Property, and easements therein.

IN WITNESS WHEREOF, the undersigned party has executed this document on the 19 day of March, 2020.

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

By:

James R. Schier
James R. Schier, its President

Amy R. Mallon
Signature

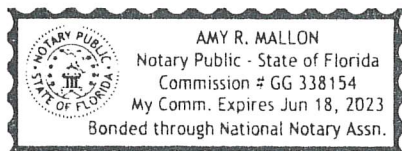
Amy R. Mallon
Printed Name

Michelle Nagy
Signature

Michelle Nagy
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19 day of March, 2020, by James R. Schier, as President of the Aria Neighborhood Association, Inc., on behalf of the Corporation, (✓) who is personally known to me or () who has produced _____ as identification.



Amy R. Mallon
Notary Public

My Commission Expires: _____

EXHIBITS

Exhibit "A"	Legal Description
Exhibit "B"	Right of Entry
Exhibit "C"	List of Holdings
Exhibit "D"	Maintenance Program
Exhibit "E"	Fiscal Program

Exhibit "A"

LEGAL DESCRIPTION, ARIA, PHASE II:

TRACT 800, ARIA, AS RECORDED IN PLAT BOOK 52, PAGES 428-438, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA,

TOGETHER WITH: A 30' X 30' TRACT OF LAND, AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2019030745, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, also described as follows: Commence at the southeast corner of Section 34, Township 38 South, Range 19 East, Sarasota County, Florida, thence North (an assumed bearing), along the East line of the Southeast 1/4 of said section 34, a distance of 656.90 feet; thence West perpendicular to the east line of section 34, a distance of 60.00 feet for a POINT OF BEGINNING; thence continue West, perpendicular to said East line of Section 34, a distance of 30.00 feet, thence North parallel with the said East line of Section 34, a distance of 30.00 feet; thence East, perpendicular to said East line of Section 34, a distance of 30.00 feet to a point lying 60 feet West of said East line of the Southeast 1/4 of Section 34; thence South parallel with the said East line of Section 34, a distance of 30.00 feet to the POINT OF BEGINNING. All lying and being in Section 34, Township 38 South, Range 19 East, Sarasota County, Florida

EXHIBIT "B"

ARIA, PHASE II

RIGHT OF ENTRY

Right of Entry by City and County. The City of Venice and Sarasota County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Aria, Phase II Property as may be necessary to perform those duties.

EXHIBIT "C"

List of Holdings For

ARIA, PHASE II

The following is a list of holdings or tract designations as set forth on the ARIA, PHASE II Plat, with operation and maintenance responsibilities of the Common Property, as set forth in the below referenced tract(s), by the Aria Neighborhood Association, Inc., as the responsible perpetual maintenance entity.

TRACT DESIGNATIONS:

Tract 100: Private Roadway, Ingress, Egress, Utility, Drainage, Landscape & Hardscape Easement

EXHIBIT "D"

ARIA, PHASE II MAINTENANCE PROGRAM

A Maintenance Program has been established for the operation and care of the Subdivision amenities and Common Property. The following is a schedule for the inspection and maintenance of all lands, signs and facilities considered Common Property and under the purview of the Aria Neighborhood Association, Inc., with all costs and expenses associated with such maintenance being a common obligation of the Lot Owners and paid by Lot Owners through Assessments:

Weekly:	Landscape and lawn service. Irrigation sprinkler head inspection and maintenance. Landscape maintenance and inspection and maintenance of plantings Inspect for and remove nuisance, exotic plant species.
Monthly:	Cleaning of streets from construction of homes (during construction only). Inspection and repair of irrigation pump and lines. Inspection and maintenance of pond and lake areas.
Quarterly:	Fertilization (based on fertilization schedule, may not be as often as quarterly.)
Bi-Yearly:	Inspection and report to Southwest Florida Water Management District. Conduct any wetland buffer restorations. Inspect for adequate and proper conservation easement signage
Yearly:	Mulch and labor on Common Property. Inspect and repair mailboxes (if mailboxes are Common Property and not individually maintained). Inspection of and maintenance on entry medians and sign. Inspection of and maintenance of streets, sidewalks and reclaimed water lines. Annual monitoring and maintenance, including removal, of nuisance, exotic plant species.

Items listed above may be performed more often or less often than scheduled depending on circumstances beyond the control of the Association. Other items as shown on the Fiscal Program such as utilities, fees, insurances and other line items will be paid in accordance with contracts or as invoiced.

Subsequent years may require additional funds, which will be assessed and collected as required by the Declaration to which each Lot is subject.

The pond and lake areas require constant inspection and maintenance, provision for which is being made at least quarterly in compliance with various regulatory permits, not limited to Southwest Florida Water Management Districts and the City. The above permit conditions are regulated and performed by the Association, to which the Declaration is subject.

EXHIBIT "E" **FISCAL PROGRAM FOR ARIA, PHASE II**

ARIA NEIGHBORHOOD ASSOCIATION INC.												
ESTIMATED BUDGET FOR 2017 THROUGH 2026												
SUBJECT TO CHANGE WITHOUT NOTICE BY DEVELOPER AT ANY TIME												
	ANNUAL	%	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
ESTIMATED REVENUES												
Regular Assessments	\$761,584		\$461,906	\$469,606	\$488,006	\$529,406	\$595,506	\$659,037	\$697,287	\$790,087	\$800,547	\$803,047
Initial Assessments												
Lot Maintenance Assessments												
TOTAL ASSESSMENTS	\$761,584	100.00%	\$461,906	\$469,606	\$488,006	\$529,406	\$595,506	\$659,037	\$697,287	\$790,087	\$800,547	\$803,047
ESTIMATED COMMUNITY EXPENSES												
ADMINISTRATION												
Administration Expense	\$2,500	0.33%	\$1,200	\$1,500	\$1,500	\$1,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$3,000
Audit Fees	\$2,700	0.35%	\$2,700	\$2,700	\$2,900	\$2,900	\$2,900	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200
Bank Charges	\$350	0.05%	\$350	\$350	\$350	\$350	\$350	\$425	\$425	\$425	\$425	\$425
Filing and Licensing Fees	\$462	0.06%	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462
Legal Fees	\$250	0.03%	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Postage	\$2,000	0.26%	\$450	\$450	\$450	\$450	\$750	\$750	\$1,500	\$1,500	\$2,000	\$2,000
On Site Staff	\$75,000	9.85%	\$75,000	\$75,000	\$75,000	\$75,000	\$80,000	\$80,000	\$80,000	\$80,000	\$85,000	\$85,000
Management Fees	\$21,960	2.88%	\$7,200	\$7,200	\$7,200	\$7,200	\$8,000	\$8,000	\$12,000	\$17,000	\$21,960	\$21,960
Web Site	\$1,200	0.16%	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Insurance	\$8,000	1.05%	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Printing	\$4,000	0.53%	\$800	\$1,000	\$1,100	\$1,500	\$1,500	\$1,800	\$1,800	\$2,000	\$2,000	\$4,000
	\$118,422	15.55%	\$97,612	\$98,112	\$98,412	\$98,812	\$105,912	\$108,587	\$113,337	\$118,537	\$128,997	\$131,497
Common Utilities												
Water & Sewar	\$3,000	0.39%	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,500	\$3,500	\$3,500	\$3,500
Electricity Amenity	\$16,412	2.15%	\$16,412	\$16,412	\$16,412	\$16,412	\$16,412	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Electricity Pool & Spa	\$1,500	0.20%	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700
Electricity Gate & Signage	\$2,200	0.29%	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,500	\$2,500	\$2,500
Electricity Well Pump	\$9,000	1.18%	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,800	\$9,800	\$9,800	\$9,800
Electricity Irrigation	\$2,000	0.26%	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Phone Amenity/Internet	\$2,500	0.33%	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Gas Pool & Spa	\$26,500	3.48%	\$1,500	\$1,900	\$2,500	\$7,500	\$15,000	\$16,500	\$19,500	\$26,500	\$26,500	\$26,500
Gate Phone/Internet	\$1,700	0.0022322	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700
Irrigation Water	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Common Utilities	\$64,812	8.51%	\$39,812	\$40,212	\$40,812	\$45,812	\$53,312	\$56,600	\$60,100	\$68,200	\$68,200	\$68,200
Grounds Maintenance Common												
Lawn Maintenance	\$90,000	11.82%	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
Irrigation Inspection	\$2,342	0.31%	\$2,342	\$2,342	\$2,342	\$2,342	\$2,342	\$2,342	\$2,342	\$2,342	\$2,342	\$2,342
Irrigation Repairs	\$4,178	0.55%	\$4,178	\$4,178	\$4,178	\$4,178	\$4,178	\$4,178	\$4,178	\$4,178	\$4,178	\$4,178
Fertilization/Pest	\$6,362	0.84%	\$6,362	\$6,362	\$6,362	\$6,362	\$6,362	\$6,362	\$6,362	\$6,362	\$6,362	\$6,362
Mulch	\$12,000	1.58%	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Tree Trimming	\$3,000	0.39%	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Plant Replacement	\$2,000	0.26%	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Annuals	\$4,000	0.53%	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
R & M Monuments and Walls	\$1,000	0.13%	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Pressure Washing	\$1,000	0.13%	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Pump Maintenance Contract	\$5,500	0.72%	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
Well R&M	\$1,700	0.22%	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700
Fountain/Waterway Maintenance	\$4,000	0.53%	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Parking Lot Maintenance	\$800	0.11%	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800
Gate Monitoring	\$26,568	3.49%	\$16,200	\$19,000	\$24,000	\$24,000	\$24,000	\$26,568	\$26,568	\$26,568	\$26,568	\$26,568
Gate R&M	\$1,200	0.16%	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Manned Guard House 24/7	\$180,000	23.63%	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
General Repairs & Xmas	\$4,000	0.53%	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Lake Maintenance	\$2,500	0.33%	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Irrigation Pump R&M	\$3,500	0.46%	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Total Grounds Maintenance	\$355,650	46.70%	\$245,282	\$248,082	\$253,082	\$253,082	\$253,082	\$255,650	\$255,650	\$255,650	\$255,650	\$255,650
Parks and Recreation												
Pool & Spa Maintenance Contract	\$7,000	0.92%	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Amenity Cleaning Contract	\$7,500	0.98%	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Amenity Pest Control	\$1,200	0.16%	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Amenity Fire Alarm	\$1,500	0.20%	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Fitness Equipment R&M Contract	\$1,000	0.13%	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Supplies amenity & Pool	\$8,000	1.05%	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Fitness Equipment R&M Contract	\$2,500	0.33%	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Video Monitoring Amenity	\$10,000	1.31%	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Amenity R&M	\$13,000	1.71%	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000
Pool R&M	\$5,000	0.66%	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Pressure Washing	\$2,500	0.33%	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Wetland Contract	\$1,000	0.13%	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Sports Courts R&M	\$5,000	0.66%	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Lifestyle Events	\$8,000	1.05%	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
		0.00%										
Total Parks & Recreation	\$73,200	9.61%	\$73,200	\$73,200	\$73,200	\$73,200	\$73,200	\$73,200	\$73,200	\$73,200	\$73,200	\$73,200
Single family Lot Maintenance	\$274,500	36.04%	\$6,000	\$10,000	\$22,500	\$58,500	\$110,000	\$165,000	\$195,000	\$274,500	\$274,500	\$274,500
TOTAL COMMUNITY EXPENSE	\$612,084	80.37%	\$455,906	\$459,606	\$465,506	\$470,906	\$485,506	\$494,037	\$502,287	\$515,587	\$526,047	\$528,547
LOT MAINTENANCE EXPENSE	\$274,500	36.04%	\$6,000	\$10,000	\$22,500	\$58,500	\$110,000	\$165,000	\$195,000	\$274,500	\$274,500	\$274,500
TOTAL EXPENSES	\$886,584	116.41%	\$461,906	\$469,606	\$488,006	\$529,406	\$595,506	\$659,037	\$697,287	\$790,087	\$800,547	\$803,047