

**FIRST AMENDED INTERLOCAL AGREEMENT  
FOR ARCHITECTURAL REVIEW**

**THIS FIRST AMENDED INTERLOCAL AGREEMENT FOR ARCHITECTURAL REVIEW (“Agreement”)** is entered into this \_\_\_\_ day of November, 2021, between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (“Center District”), and **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12** (“District No. 12”).

**RECITALS:**

**WHEREAS**, District No. 12 and Center District are Community Development Districts validly created and validly existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, this Agreement is created pursuant to the authority granted by Chapters 163 and 190, Florida Statutes; and

**WHEREAS**, Chapter 190, Florida Statutes, authorizes community development districts to adopt by rule certain deed restrictions, including compliance mechanisms contained therein, to be implemented and enforced within the districts or outside the district boundaries upon obtaining consent of the County or municipality in which the deed restriction enforcement, including compliance mechanism implementation, is to occur; and

**WHEREAS**, District No. 12 adopted a rule to bring about deed compliance within its respective district boundary (the “Deed Compliance Rule”); and

**WHEREAS**, District No. 12 has obtained the consent of Wildwood, Florida, to enforce District No. 12’s Deed Compliance Rule within those portions of The Villages situated within Wildwood, Florida; and

**WHEREAS**, the Deed Compliance Rule provides that District No. 12 adopted all the compliance mechanisms contained in the correlating deed restrictions, and grants District No. 12 authority to approve or deny external structural alterations (including, but limited not limited to fencing, sheds, arbors or similar items), repainting, additions, repairs, landscaping and improvements of residences/Homesites; and

**WHEREAS**, the Deed Compliance Rule provides that District No. 12’s approval of said external structural alterations, additions, repainting, repairs and improvements of residences/Homesites can be granted in accordance with the Rule.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein the Parties agree as follows:

**1. RECITALS.** The above recitals are true and correct and are hereby incorporated into this paragraph.

**2. AUTHORITY.** This Agreement is entered into pursuant to the authority set forth in Chapters 163 and 190, Florida Statutes.

**3. SPECIAL MAGISTRATE FOR ARCHITECTURAL REVIEW.** District No. 12's review of all Owner applications as provided in Paragraph 4 below shall be through a Special Magistrate for Architectural Review. The Special Magistrate for Architectural Review may be contracted through District No. 12 or through Center District, at the request of District No. 12.

**4. FUNCTIONS, POWERS AND DUTIES.** The District shall enforce the Deed Compliance Rule through the use of a Special Magistrate for Architectural Review. The Special Magistrate for Architectural Review shall administratively review for approval or denial all Owner applications seeking to make external structural alterations (including but not limited to fencing, sheds, arbors or similar items), repainting, additions, repairs, landscaping or improvements to their residences. Said review and approval shall be done and be in accordance with District No. 12's adopted Deed Compliance Rule, guidelines, procedures, policies and standards taking into consideration staff's recommendations regarding said compliance. For example, if a request is submitted by a resident of District No. 12, the Special Magistrate for Architectural Review shall review said request for compliance with only District 12's adopted Deed Compliance Rule, standards, guidelines, procedures and policies taking into consideration staff's recommendations regarding said compliance. The Special Magistrate for Architectural Review is purely administrative in nature. The Special Magistrate for Architectural Review is not responsible for enforcement . The enforcement power remains with District No. 12 through its Special Hearing Master.

**5. APPEALS.** If an affected applicant/Owner believes that in regard to their application, District No. 12's Deed Compliance Rule, guidelines, policies, procedures or standards have been applied incorrectly by the Special Magistrate for Architectural Review, the Owner may appeal the Special Magistrate for Architectural Review's decision to the District No. 12 Board of Supervisors. All said appeals shall be made in writing addressed to the Community Standards Department and mailed or delivered to 984 Old Mill Run, The Villages, Florida within 30 days from the date of the Special Magistrate for Architectural Review's decision. The appeal may be placed on the agenda for the next regularly scheduled meeting of the District No. 12 Board of Supervisors for a final decision.

**6. PROCEDURES.**

A) The Special Magistrate for Architectural Review shall review applications weekly or whenever necessary, provided that meetings shall occur no less than monthly.

B) All meetings shall be held in a public place and shall be open to the public pursuant to Chapter 286, Florida Statutes. The records of the Special Magistrate for Architectural Review shall be subject to the applicable provisions of the Florida Public Records Law, Chapter 119, Florida Statutes. The Special Magistrate for Architectural

Review shall be subject to the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

C) All meetings shall be noticed and minutes shall be kept.

D) The District Manager of the Center District shall determine who shall serve as staff to the Special Magistrate for Architectural Review.

**7. AMENDMENT.** No amendment, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement, whether or not similar, unless otherwise expressly provided.

**8. DEFINED TERMS.** If the capitalized words or terms contained in this Agreement are not defined herein then the definitions set forth in the respective Deed Compliance Rule and deed restrictions are adopted by this reference and shall control.

**9. SEVERABILITY.** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

**10. MATTERS UNAFFECTED.** No right or obligation that may currently or subsequently exist respecting the parties and their relationship to one to the other shall be deemed waived or otherwise affected by this Agreement unless such right or obligation is specifically addressed herein.

**11. BINDING EFFECT.** This Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

**12. EFFECTIVE DATE.** This Agreement shall become effective on the date of execution of the last party signing the Agreement.

**13. TERM.** Unless earlier terminated or extended by mutual agreement, this Agreement will expire 20 years from the Effective Date.

**IN WITNESS WHEREOF,** the Center District and District 12 have executed this Agreement the year and date written below.

**ATTEST:**

**VILLAGE CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly Flores, Chairman

Date: \_\_\_\_\_

**ATTEST:**

**VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO. 12**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jon Roudabush, Chairman

Date: \_\_\_\_\_