

**BLACK DIAMOND RANCH
ARB GUIDELINES
Approved as of March 22, 2024**

The mission of the Black Diamond Architectural Review Board is to promote high-quality, well-maintained homes blending with the natural surroundings for the purpose of enhancing the values of all properties in the community while fostering cooperation and collaboration with the community at large.

I. DEVELOPMENT OBJECTIVES

It has been the intent of Escalante - Black Diamond Development (the “Developer”) to create a general plan and uniform scheme of development of Black Diamond Ranch (the “Property”) and to create within the Property a residential community of high quality and harmonious improvements. The aesthetic and ecological quality of the Property requires that all structures, varied as they may be, create an interesting and pleasing streetscape and landscape. To achieve this goal the following guidelines have been adopted and in furtherance thereof, may from time to time be amended.

These guidelines are administered by the Architectural Review Board (“ARB”), appointed by the Developer until turnover of control of the Black Diamond Property Owners Association, Inc. (the “POA”) to the residents. The goal of the ARB is to encourage high quality homes, good architectural design, ecological use of construction and landscape materials, and proper size, considering the Property as a whole. Architectural style may vary between estate Lots, consistent with maintaining a high-quality appearance throughout the Property.

Other than Improvements made by the Developer, all styles and exterior colors must be approved by the ARB. As provided in Article 9 of the Declaration of Covenants and Restrictions for Black Diamond Club, as Amended (the “Covenants”) from which the ARB derives its authority, the ARB may disapprove the construction, refurbishment or design of a home on purely aesthetic grounds, where, in its judgment, such disapproval is required to protect the integrity of the community and of other homeowners. Prior decisions or rules regarding matters of design or aesthetics will not be deemed to have set a precedent if the ARB feels that the repetition of such actions will have any adverse effect. Homes on estate size Lots should be planned with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the ARB, create an attractive variety of homes that are consistent with surrounding homes in the neighborhood.

In order to achieve the development objectives stated above, each project submitted to the ARB will be reviewed with an eye toward:

- A. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation, all, or any of which could cause disruption of natural water courses or scar natural landforms.
- B. Ensuring that the location and configuration of structures are visually pleasing considering the terrain and vegetation of the Parcel and surrounding Parcels or structures, are sensitive to

scenic views from existing structures and do not tend to dominate any general development or natural landscape.

- C. Ensuring that the architectural design of structures and their materials and colors complement the overall appearance of Black Diamond Ranch.
- D. Ensuring that the plans for landscaping provide visually pleasing settings for structures on the Parcel and on adjoining or nearby Parcels. A blend of natural and formal manicured landscaping which does not require excessive watering is encouraged as provided in *Exhibit D*.
- E. Ensuring that any and all development, structure, building or landscaping complies with the provisions of the Covenants to the extent that those provisions are consistent with Florida law.

II. ADOPTION OF RULES

The following rules (hereinafter “Guidelines”), including *Exhibits A through E*, have been adopted by the Board of Directors (“Board”) of the POA pursuant to provisions of Articles 3, 7, 8 and 9 of the Covenants. The Board must ratify all changes and/or amendments to this document prior to being effected.

If there is a conflict between any of the Guidelines and the Covenants, the Covenants shall control. Capitalized terms used herein without definition shall have the meaning provided in the Covenants.

III. ADMINISTRATIVE PROCEDURES

The ARB may establish, and from time to time amend, its administrative procedures. In general, the procedures will be as follows:

- A. ARB will meet regularly once a month on a day determined by the ARB. Special meetings may be called from time to time if necessary. A subcommittee of three people shall be formed to approve minor changes and requests.
- B. Major additions or changes to structures or landscaping shall require ARB member site-visits prior to consideration.

IV. SUBMITTAL AND APPROVAL PROCEDURE

Other than Improvements made by the Developer, these ARB Guidelines and the Covenants require that all proposed new construction, additional construction, remodeling, improvement, fencing, awnings, landscaping, exterior lighting, well drilling, exterior painting, and, without limitation, other improvements of Parcels be approved in writing by the ARB before work of any kind is begun. The procedure for obtaining this approval will be as follows:

- A. Only General Contractors approved by the ARB are permitted to provide services for the construction of new homes. General Contractors seeking to undertake new construction on

behalf of a Property Owner must comply with the requirements set forth in the General Contractor Requirements annexed hereto as Exhibit “E”. Application shall be made to the ARB by such General Contractor on the form annexed hereto as Exhibit “F”. The Property Owner utilizing the services of an approved General Contractor must submit a signed Acknowledgement and Release to the ARB in the form annexed hereto as Exhibit “G” prior to the commencement of any new construction.

- B. Submittals: Design Submittals for any proposed items [construction, additional construction, remodeling, improvements, fencing, landscaping] as listed above, must be submitted to the ARB at least one week prior to the ARB meeting at which they are to be considered.
- C. Preliminary Design Submittals: Review of Preliminary Design Submittals, when required by the ARB, will be of an advisory nature and are encouraged, but not required; therefore, such submittals may consist of informal presentations. In order, however, that the ARB may give just consideration to the proposed work, it is recommended that preliminary submittals adequately describe the site plans, floor plans, and exterior character of the proposed structure and must include all Live Oak Tree species more than 8” in diameter on the tree and topo survey required by Article V hereof. The ARB may require that projects involving additions to existing structures shall be shown on an “as built” survey of the existing structures. Preliminary submittals will be in duplicate. Favorable reviews of preliminary submittals by the ARB will neither imply nor guarantee acceptance of Final Design Submittals.”
- D. Final Design Submittals: **Final Design Submittals will constitute the only basis for conclusive action by the ARB** and must adequately reflect to the ARB the true design and quality of any proposed work. Prior to final design review, all fees, a completed application, and color board must be submitted. The Owner or his representative will present final design submittals to the ARB one week prior to its meeting. Elevations for construction on estate Lots should be unique when viewed from the street. Plans for homes and additions in Villages will be closely scrutinized for neighborhood compatibility and may be repeated. Designs of each home should consider size, shape, and topography of the specific building site.
- E. Upon receipt of the Final Design Submittal for new construction of Dwellings, additions or major landscape changes to Parcels, the ARB will notify adjacent property Owners and any other property Owner within 100 feet of the property line of the subject property. These surrounding owners will be allowed to comment on proposed plans/changes. The ARB may require modifications to the proposed plans based on these comments to ensure compatibility within the Property or Village.
- F. The exterior of any residence or addition thereto must be constructed in accordance with Final Design Submittals as approved by the ARB. Fines or revocation of approval may be levied by the ARB for noncompliance. Any exterior changes, after Final Design Submittal approval by the ARB, must be resubmitted and approved in writing by the ARB prior to construction. A foundation survey will be required by the ARB (may be a part of the site plan).
- G. Upon approval of the Final Design Submittals, payment of the required fees, and site preparation as delineated in Section VII of this document, construction may begin. All

building permits must be prominently displayed at the job site and covered with clear plastic to prevent fading and erosion.

- H. A written appeal by an Owner of any ARB decision must be made within 30 days of the date of such decision. The appeal hearing will be conducted by the Board. All interested parties will be given written notice of an appeal hearing. Should work begin prior to a decision on an appeal, it shall be at the Owner's risk.

V. FINAL DESIGN SUBMITTAL REQUIREMENTS

The following items must be submitted to ensure expeditious approval. Incomplete Design Submittals will not be placed on the ARB agenda.

A. General:

1. Submit two complete sets of construction plans for approval. The following information must be on the site plan:
 - a. Square footage of interior air-conditioned space excluding garages,
 - b. Elevation of finished floor above main sewer line (MSL),
 - c. Existing grade,
 - d. Square footage of Lot,
 - e. Percent of Lot covered by impervious material.
2. Completed application for Preliminary/Final Approval of Construction and Improvements in the form of *Exhibit A* hereto.

Required fees are as follows:

Project	Paid to POA	Paid to POA	Paid to Developer	Paid to Escalante – Black Diamond Realty
New Construction	At Application Submission, \$200.00 Non-Refundable Application Fee	At Submission, \$2,500.00 Refundable Compliance & Road Repair Deposit	At slab pouring, \$3.00 per square ft under roof	At closing, 3% of residence purchase price (if General Contractor referred by Realty)
Additions to include structure, swimming pool, lanai, etc.	At Application Submission, \$200.00 Non-Refundable	At Submission, \$2,500.00 Refundable Compliance &	None	None
	Application Fee	Road Repair Deposit		
Repaint Exterior Exact Color or Color Change, Tree Removal, Landscape and all other changes	None	None	None	None
Re-roof	None	At Submission, \$2,500.00 Refundable Compliance & Road Repair	None	None

C. Topographic Map: Surveyor certified/sealed topographic map of the proposed building site based on an on- ground survey, at no more than one-foot (1’) intervals, and lot corner and center spot elevations of the original grade.

D. Tree Survey: An on-ground survey showing the location and type of trees, except for turkey oaks and pine trees, over 8” in diameter measured 6’ above existing grade indicating trees to be removed. This drawing may be combined with a topographic map.

E. Site Plan:

1. Appropriate scale
2. Legal description, lot/phase and street address
3. Building location on the proposed building site

- a. Dimension in two places from each Lot or setback line to building foundation. Note: With respect to new construction of Dwellings, except on corner Lots, no garage will open toward the street and garages on corner Lots will open toward the secondary street.
- b. Plans are to include existing grades, proposed grades, and spot elevation.

4. Existing Easements

VI. SETBACKS & ADDITIONAL REQUIREMENTS

The following setbacks are minimum standards. Each individual Lot will be judged based on its own particular merits, vegetation, trees, views, and compatibility with adjacent properties. The ARB will consider exceptions, when necessary, but in no case can setbacks violate the building code of Citrus County. Compliance with building set-back requirements will be determined by measurement of the distance from property lines to the closest portion of the building foundation and/or screened-in pool or patio area or outbuildings, if permitted.

A. Estate Setbacks

- Front – 50’ setback
- Side – 20’ setback
- Back – 50’ setback
- Corner Lot – 50’ Front – Address Street
35’ Side Street from R/W line

*Setbacks are for building only. Air-conditioning, wells, retaining walls, service courts will be allowed within setback.

B. Village Setbacks

- 1. Construction on the following Villages started under the original Planned Development Standards outlined below, and these standards should be maintained through completion of the Village:

Setback from Lot Line

	Side	Front (*)	Back
Bermuda Dunes	7.5’	22’	10’
Bent Tree	7.5’	22’	10’
Plantation Pines	7.5’	22’	10’
Pine Lake	7.5’	22’	10’
Barton Creek	7.5’	22’	10’
Crooked Stick	7.5’	22’	10’
Treyburn	7.5’	22’	10’
Wade Hampton	7.5’	22’	10’

(*) Modified in 06/94 to 37’ from center line of road by Citrus County

2. Construction on the following Villages is under the Developer’s Standards which are more stringent than those outlined in the original Planned Development Approval. On new homes in these Villages, the Developer reserves the right, in its sole discretion, to adjust the following setbacks up to the limit of the Planned Development Standards.

Setback from Lot Line

	Side	Front	Back
Shadow Creek	10’	25’	40’ House 30’ Pool Screen
Crosswater	10’	25’	40’ House 30’ Pool Screen
Spyglass	10’	25’	40’ House 30’ Pool Screen
Troon	10’	25’	40’ House 30’ Pool Screen
Carnoustie	10’	25’	40’ House 30’ Pool Screen
Prestwick	10’	25’	40’ House 30’ Pool Screen
Baltusrol	10’	25’	40’ House 30’ Pool Screen
Pine Tree	10’	25’	40’ House 30’ Pool Screen

C. Additional Requirements

1. Site of building:
 - a. Relation to street: Homes do not have to be placed squarely with the street or setback lines.
 - b. Combining home sites: A single home is permitted to be placed on two home sites that have been combined by re-subdivision.
2. Storm/Screen Doors: Installation of exterior screen or storm doors on the front door of housing in the Villages.
 - a. Any storm door or screen door shall be painted the same color as the body of the house.
 - b. Any door shall consist of a full view or full lite glass panel which may be removed for the installation of a screen.
3. Garages/Driveways/Guest Parking:
 - a. If a garage is more than 45 degrees off the bearing of the street it shall not be considered as being a front entry garage.

- b. Side entry garages are standard.
- c. Outbuildings are generally prohibited and are specifically prohibited in Villages. However, the ARB may consider outbuildings on a Lot such as a detached garage, guest, pool house or a porte-cochere, provided it is compatible in style, material and color with the main house. The specific purpose of these structures must be identified.
- d. A minimum 2-car garage is required. Porte-cocheres are allowed on Estate Lots.
- e. Garages are to have finished interior walls, painted.
- f. Boats, trailers, recreational vehicles, and similar vehicles will be stored in an enclosed garage and not be exposed to view.
- g. Driveways on Estate Lots may be natural or painted concrete, approved pavers, asphalt or a combination thereof. Concrete and/or approved pavers are the preferred materials. Colors for painted concrete must be approved by the ARB in writing.
- h. Dwelling driveways may be parallel to side property lines but no closer than 3'. Driveways near side property lines should be minimized where possible to permit a buffer of landscape material.
- i. One driveway access to the street is recommended unless the street property line is in excess of 120'. If more than one curb cut is allowed, an adequate turning radius must be provided.
- j. Reflectors are not permitted.

4. Decks, Terraces, Patios and Porches:

Decks, terraces, patios, and screened porches should be designed as an integral part of the architecture of the main structure using compatible materials. Only bronze-colored screened enclosures are permitted.

5. Fences:

Residential fencing is prohibited within Black Diamond Ranch with the following exceptions that are to be reviewed and approved by the ARB:

- a) Pools without screen enclosure must be fenced in accordance with county ordinances. The fence material must be submitted to the ARB for approval. The ARB may require additional screening in the form of plants or other material deemed necessary in their opinion to maintain the appearance of the neighborhood.

- b) Handrails, balconies and other safety railing are not considered fencing but should be submitted to the ARB for approval. The material and design of screens should be consistent with the architectural character of the house and the community.
- c) Unsightly equipment shall be screened in a manner approved by the ARB. The material and design of screens should be consistent with the architectural character of the house and the community.
- d) Small dog runs may be submitted for review and approval by the ARB subject to the following review criteria:
- The dog run must be located on the side of a property in between two buildable lots. It may not be on the side of a property that adjoins common property, golf property or a roadway or golf cart path. In some cases, properties have been tied together or were originally very large and the ARB may make exceptions to this restriction with good reasoning and with care to ensure that the spirit of this rule (protecting the visual appeal of the community and golf facility) is followed.
 - The dog run cannot be adjacent to the back of another home.
 - The dog run cannot block or interfere with easements.
 - The outline of the dog run must be farther than 15 feet from the farthest setback construction of the front of the proper residence and must be at least 10 feet from the farthest point of approved construction of the rear of the property (to include paved pool decks). Gates must not be front facing and must allow a clear path to the owners' home of at least 36 inches in width that does not require the use of neighboring property.
 - The dog run must be screened by approved landscape plantings and is to be indistinguishable from a hedge within 6 months of construction. Hedges must be 24 inches high at the time of planting. Any landscape material that becomes damaged must be replaced in a timely fashion. Approved dog runs must be kept clean and meet the same standards of maintenance as the property in general.
 - Approved fencing material will be black, powder coated aluminum, or black vinyl coated chain link supported by black post. Dog run fencing is not to exceed 4 feet in height.
 - Dogs may not be left unattended in approved dog runs.

Applications for any of the above should be made on an ARB application and should include a sketch of the property with detailed indications of proposed locations and

include any information needed by the ARB to understand the proposal (such as materials, colors, plant types, brands.)

Fencing requests are considered by the ARB to be significantly impactful to the community esthetic and it is suggested that the applicant or a representative be available to answer questions at the time of review.

6. Exterior Lighting:

- a. Exterior, landscape and driveway fixtures, locations and design shall be indicated on the site plan.
- b. Lighting used to accent vegetation should be subtle, subdued, the fixtures hidden from view and must be installed to ensure that the source of light is not visible from off the home site.
- c. Colored lighting is not acceptable.
- d. Temporary lighting such as Christmas lights are permitted for a period not to exceed 30 days.

7. Propane Tanks:

All propane tanks more than 20 lbs must be buried or otherwise stored out of public view.

8. Minimum Square Footage of Interior air-conditioned Space, Excluding Garages:

- a. Estate homes shall have a minimum of 2,300 square feet of air-conditioned living area.
- b. Village homes shall have a minimum of 1,450 square feet of air-conditioned living area.

9. Elevation:

- a. Will include front, rear, and both side elevations.
 - i. Elevations will show existing and finished grade.
 - ii. Additional elevations for angular and hidden elevations may be required.
- b. Exterior walls should be of stone, brick, wood, stucco, or fiber-cement siding. Siding materials must be approved by the ARB.
- c. Windows: Various styles and functions of windows are encouraged; provided

however, that windows in Villages shall conform to standards set by the Developer in establishing the Village. All elevations must have compatible design features and be based on correct architectural guidelines. No colored windows may be used on any elevations facing any street or viewable by adjacent property owners or from the golf course without approval by ARB.

10. Building Height

No residence shall be constructed which has a front height exceeding 50 feet above the elevation of the front grade level and must comply with the Citrus County code.

11. Roofs:

- a. Architectural roofing materials must be approved by the ARB and shall be outlined in Exhibit B. Concrete tile, high quality shingles (GAF shingles, IKO Armourshake, or similar product), standing seam metal roofs and fire free shakes (Bent Tree) are approved - additional approved materials are specified in Exhibit B below. If fiberglass shingles are used, they must be a 300# and/or 30-year warranty. Metal roofs must be standing seam, Gerard System metal roof or the Aluminum Roof System. See "Exhibit B"
- b. Low profile roof ventilators will be used.
- c. Chimney exteriors shall be of architectural metal, masonry, wood, concrete siding or stucco construction. Prefabricated chimney flue caps shall be screened with a metal or other non-combustible material shroud for safety and ornamentation.
- d. Gutters are permitted and should be the same color as the approved color of the fascia. The drainage from gutters should comply with the guidelines for Grading and Drainage as outlined in Article VI, Section 15 hereof.

12. Antennas, Satellite Dishes and Accessory Structures:

- a. Satellite dishes, which do not exceed 2' in diameter may be erected and maintained on the structure and screened from public view. Dishes cannot exceed the permitted height of the residence.
- b. Other than 12.a above, no television antenna, radio receiver, transmitter, or other similar device shall be attached or installed on the exterior portion of any structure.
- c. No exterior speaker, horn, whistle, bell, or other sound device, which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon lands within the Property. The playing of loud music within any family dwelling unit or from the balcony, pool, lanai or deck thereof shall be considered a nuisance.

- d. No private water wells for the purpose of domestic consumption will be drilled or maintained on any Parcel. Irrigation wells are permitted but their surface mechanical equipment must be screened from public view by means of an approved well cover or plant material.
- e. The appropriate utility companies shall provide completely underground connections to water, sanitary sewer, electricity, natural gas, telephone, and cable TV. The installation of all utilities to homes within the Property will be installed meeting the specifications prescribed by the providing utility.
- f. All solar heating apparatus must conform to the standards set forth in the Florida Model Energy Code. No solar panels, vents or other roof-mounted mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Dwelling. All such equipment, including piping, shall be painted consistent with the color scheme of the roof of the Dwelling. Any piping running along the side of a Dwelling must be painted the same color as the exterior of the Dwelling. All solar heating apparatus and equipment shall be positioned on the roof of the Dwelling in such a way to minimize visibility from the golf course and the street. Solar heating apparatus and equipment proposed for installation must be approved by the A.R.B. An application must be submitted, describing the solar heating apparatus and equipment in detail and shall specify the location of the apparatus and equipment on the roof of the Dwelling and the location of any piping, and the size and color of the solar heating apparatus and equipment, including any piping.

13. Floor Plans:

All plans shall be fully dimensioned, notated floor plans.

14. Structural Plans:

Will provide sufficient detail to obtain a building permit.

15. Color Board:

- a. **Estate Homes:** Paint color samples must be submitted for use showing exterior and trim colors and manufacturer's/vendor's product names and numbers associated with each color. (See Exhibit C hereto. Color samples must be at least a 5"x 7" sheet of white poster board.)
- b. **Village Homes:** The approved color name and number must be submitted.
- c. Roof material sample.
- d. Masonry or brick sample.
- e. Siding material sample.

- f. Banding sample.
- g. Awning material.

16. Landscape Plan:

A formal, professional landscape plan is required.

One of the primary responsibilities of the Developer and the ARB is to ensure that when Black Diamond Ranch is completely developed, the end product will be attractive and harmonious with the surrounding environment. Toward this end, the degree of attention and sensitivity shown in the landscape treatment of each individual Parcel becomes very significant. A condition of approval from the ARB to proceed with construction is the Owner's agreement to implement the landscape plan submitted with the architectural drawings for the house.

Plans for any landscaping, grading, excavation or filling of Parcels must be conformed to the following guidelines:

- a. Preliminary landscaping plans will be submitted at the same time as final house plans. Final landscaping plans must be submitted at the time the home is ready for sheetrock.
- b. Landscaping plans will be drawn on a copy of the previously approved site plan, will show existing plants and trees and will indicate trees to be removed. Landscape plants/materials schedules are to be on the plan itself and are to show number, botanical name, common names, species, container size, spread, height, and spacing at installation.
- c. Landscaping in street rights-of-way must be approved by the ARB. A significant area of lawn must be maintained along the street. Grass (sod) is to be established in the area between the front (and side, if applicable) property line and the edge of the street pavement. This sod must match the sod used in the lawn of the property under consideration. The Parcel is to have a finished look to the street's edge as well as the side and rear property lines. Property Owners are responsible for landscaping and maintenance of landscaping from property lines to the edge of the roadway pavement.

Rock, crushed rock and boulders may be used as an integral element of the landscape plan along with the use of mature/well established plant material (existing and/or new.) The color and size of such material should be submitted for approval and blend with the natural elements of the landscape design. (White stones are not permitted.) The use of natural materials, including drought tolerant, disease resistant and winter hardy plant varieties is encouraged. Winter hardy evergreen plants are recommended for use as foundation and screening purposes. Palm trees are not allowed.

d. Planting design:

- i. A simple massing of plant materials is generally the most effective method of creating a successful planting scheme. Lawn areas are encouraged in open areas around homes where sunlight is available for a good portion of the day. Otherwise, wooded areas should be preserved and enhanced by the selective introduction of ground cover and edge planting. Plant material, berms, and walls should also be incorporated into the design of outdoor spaces for functional use such as to provide screening and privacy.
- ii. Leaving “natural” areas will be encouraged, but owners are cautioned that these areas must be maintained and not left to grow wild. This includes, but is not limited to, removing fallen tree limbs, trimming of low hanging limbs, maintaining grassy areas in a neat and trimmed fashion, etc. Natural does not mean unkempt.
- iii. For reasons of safety, no planting that obstructs sight lines at driveway entrances shall be permitted.
- iv. Empire Zoysia, Floratam and Argentine Bahia are the approved grass types for new home construction in both the Villages and Estate areas. Lawns must be one grass type and not mixed. Grass seed may not be used to establish lawns or replace significant areas of lawns.

Homeowners are advised that different turf types may encroach or cross contaminate each other. It is advisable to consider the sod type of abutting neighbors’ yards when choosing a turf type.

e. Tree protection:

- i. All tree removal must be approved by the ARB. All tree removal must comply with the Citrus County Tree Ordinance and with the ARB Tree Removal Guidelines as specified in Exhibit “D”.
- f. Walks, retaining walls, or other landscape improvements will be identified by material and dimensions, including height above finished grade. Material must be approved by the ARB to ensure compatibility with house architecture. Approved materials include but are not limited to stacked stone, simulated stacked stone façade, castle wall cement formed block of varying sizes, brick or stone that matches what is used on the house.
- g. All landscape improvements: Sod areas will be covered by an irrigation system. Mulch must be cypress, pine bark, pine straw, melaleuca or rubber mulch. Stone mulch must be brown or dark in color. No red mulch is permitted. Also see section C.14(c). Hardscape edging used to delineate bed lines must be approved by the ARB. The recommended hardscape edging is a composite material in a brown color that blends naturally with the landscaping. The type selected must be submitted to the ARB for approval. **No black plastic edging is permitted.** Stone is acceptable; the color and type must be submitted to the ARB for

approval.

h. Silt fence is required during construction to protect adjacent properties. The builder and Owner are responsible for preventing and repairing any damage caused to adjacent properties due to construction activity.

i. Landscape accessories and ornaments:

1. Any lawn ornamentation proposed for installation on Parcel such as, but not limited to, arbors, walls, statuary, fountains, water features, must first be approved by the ARB. An application describing the ornamentation in detail including but not limited to physical dimensions of the ornamentation, color, proposed use of water and lighting, shall be submitted with samples of the actual materials proposed for installation. The description shall be sufficient to inform the ARB of the nature of the ornamentation and to allow the ARB to determine the impact on surrounding properties. The ARB reserves the right to request additional information prior to approval.

Lawn ornamentation will be reviewed for compatibility with other structures on the Parcel where installation of lawn ornamentation is sought and for compatibility and impact on the surrounding properties. The ARB reserves the right to require notification of property owners within 500 feet of the premises of the proposed installation prior to approval of the request.

2. All playground equipment, including basketball nets, shall be placed only with written approval by the ARB and must be reasonably screened from the street, adjacent lots and golf courses.

3. No exposed clotheslines shall be permitted.

4. Flagpoles are permitted and Owners are encouraged to install them in the rear yard. Poles must be bronze, black, or dark brown.

5. Fire Pits: All recreational fire pits must be approved by the ARB and comply with the Fire Pit Guidelines as specified in Exhibit "D".

Florida Friendly landscaping is permitted in this community. Please ensure your landscape plan complies with the ARB Guidelines.

j. Swimming pools:

1. Pool equipment must be screened and reasonably hidden from the view from the street, adjacent lots and golf course.

2. Backwash is not permitted to be discharged into the sanitary sewer system, or onto the golf course, and should be contained on the lot.

k. House numbers will be part of the approved mailbox assembly, which may be

purchased through an independent vendor approved by the POA.

17. Grading and Drainage:

- a. Drainage plans are mandatory and must be integrated with the landscape plan. Grading and drainage shall be designed to ensure that no storm water or roof water runoff is directed toward adjacent home sites. Runoff should be directed into swales along the side and rear property lines.
- b. Cuts and fills should be designed to complement the natural topography. Grading should provide graceful contours, not sharp angles and provide smooth transitions at the head and toe of the slope.
- c. The homeowner is responsible for maintaining swales along the road right-of-way, particularly at driveways, to ensure proper storm water runoff.

At final inspection of the landscape installation, the ARB will determine if the landscape plan design intent has been met, particularly as it relates to landscaping that is used for screening purposes and foundation coverage. Every Parcel Owner is responsible for preventing the development of any unclean, unsightly or unkempt conditions of buildings or yards, which shall reduce the beauty of the neighborhood as a whole or the specific area. In formally landscaped areas, bed and lawn areas must be maintained. In natural areas, weed growth must be controlled, trees pruned, vines removed, and yard debris removed. Any proposed changes in landscaping such as lighting, game structures, drives, walks, and landscape structures must be approved by the ARB.

VII. SITE PREPARATION

At the time of final submittal, the builder will be required to put up a string line on the Parcel showing the placement and footprint of the proposed plan. Trees shall not be removed to meet this requirement.

- A. Silt Fence: Prior to starting construction, a silt fence as delineated on the site plan, on the downstream side of the lot must be installed and maintained throughout construction and landscaping. Roadways must be kept clean of all runoff and debris at all times.
- B. Portable Chemical Toilet: Prior to starting construction a portable chemical toilet must be in place and removed when construction is complete. The door of the toilet should not face the street.
- C. Dumpster:
 1. Prior to starting construction, a metal dumpster must be in place and must be removed when construction is complete. It will be the permit holder's responsibility to collect all trash and have a clean and orderly construction site at the conclusion of each day's activities.
 2. No dumping or burning is permitted within the Property.

D. Parking:

Parking of vehicles and construction equipment must not be on adjacent Parcels without permission of the Owner thereof. Damage to adjacent Parcels or to the parkways adjacent to Black Diamond roads must be repaired at the Owner's expense prior to refunding of deposits. Vehicles, equipment and equipment trailers must not be left unattended or parked overnight on roadways. Damage to roadways must be repaired at the Owner's expense prior to refunding of deposits.

VIII. INSPECTIONS – NEW CONSTRUCTION AND ADDITIONS

- A. General. All construction work for which a permit is required will be subject to inspection by the ARB and/or Citrus County.
- B. Approval Required. No work will be done on any part of the building or structure beyond the point authorized in each successive inspection without first obtaining written approval of Citrus County.
- C. Final Inspection. This inspection will be completed by Citrus County as required by County ordinances and upon submission of a copy of a certificate of occupancy from Citrus County, by the ARB or its representative and will ensure that the building is complete in accordance with approved plans and color and material samples, landscaping is in place and the house is ready for occupancy. Special attention will be given to surface water drainage, site cleanup, builder sign removal, and removal of waste materials on adjoining lots.
- D. Refund of deposits will be provided within thirty (30) calendar days of an acceptable final inspection.
- E. Upon completion of a new Estate home or Village home, the builder, if the builder is other than the Developer, will furnish certification and "as-built" site plans to the ARB and to the Owner.

IX. EXISTING HOME GUIDELINES

The primary purpose of the Covenants and the Architectural Guidelines is to regulate the creation of a community that is aesthetically pleasing and functionally convenient for all residents and visitors. These restrictions governing proposed homes, homes under construction and existing homes require every home in Black Diamond Ranch to be maintained in a manner conforming to these Guidelines.

- A. Repainting or Re-Staining: If other than the original colors, a letter requesting approval must be submitted to the ARB along with color samples and manufacturer's/vendor's product names and numbers associated with each color. When approved, an ARB letter of approval will be sent to the applicant.
- B. Improvements: No alterations affecting the exterior appearance of any building, structure or major landscape renovation shall be made without prior approval of the ARB. A request for approval must be submitted to the ARB, including a completed application form as set

out in Exhibit A hereto, all drawings necessary to define the proposed improvement, color samples and site stakeout. When approved, an ARB letter of approval must be issued prior to commencement of any clearing, material delivery or construction, such letter to include any qualifications to the approval.

- C. Landscaping: Every Parcel Owner is responsible for preventing the development of any unclean, unsightly or unkempt conditions of buildings or yards which shall reduce the beauty of the neighborhood as a whole or the specific area. In formal landscaped areas, bed and lawn areas must be maintained. Landscape and Maintenance Guidelines are set out in *Exhibit D*. Any proposed changes in landscaping such as lighting, game structures, drives, walks, and landscape structures must be approved in writing by the ARB.
- D. Signage: The use of any sign, including those for the purpose of identification, renting or selling of a property, is prohibited. Single-family homes shall be identified only by the Owner's house number. Owners' names and house names shall not be placed on the front of homes or on signs placed on Lots, except on the approved construction signs or lot signs placed by the Developer.
- E. Existing Homes: Shall adhere to the Guidelines set forth here-in for all Additions and/or Improvements. All existing homes shall be noted as "Approved" regardless of size, style, or any other requirements as stated here.

The approved builder sign for use during construction of a home in Black Diamond Ranch is shown in *Exhibit E* to these Guidelines and a rendering thereof must be approved by the ARB.

X. FEES

- A. A non-refundable permit fee paid by the Builder or Owner payable to the POA, and a non-refundable street use fee paid by the Builder payable to the POA is required.
- B. Fees payable to the POA are also required. These fees shall be held on deposit until:
 - 1. Construction is in full and complete compliance with those plans approved by the ARB. Non-compliance with approved plans can result in the ARB remedying the non-compliance and levying a lien upon the land and improvements until reimbursed for its expenses.
 - 2. Any damage to adjacent Lots, street, common area or public utilities, which shall include cable television and telephone lines, has been resolved.
 - 3. Trash, building materials, contractor's equipment or temporary buildings have been removed from the Lot or adjacent Lots.
 - 4. The construction is complete and final inspections are made by both Citrus County and a representative of the ARB.

FEE SCHEDULE

Project	Paid to POA	Paid to POA	Paid to Developer	Paid to Escalante – Black Diamond Realty
New Construction	At Application Submission, \$200.00 Non-Refundable Application Fee	At Submission, \$2,500.00 Refundable Compliance & Road Repair Deposit	At slab pouring, \$3.00 per square ft under roof	At closing, 3% of residence purchase price (if General Contractor referred by Realty)
Additions to include structure, swimming pool, lanai, etc.	At Application Submission, \$200.00 Non-Refundable Application Fee	At Submission, \$2,500.00 Refundable Compliance & Road Repair Deposit	None	None
Repaint Exterior Exact Color or Color change, Tree Removal, Landscape and all other changes	None	None	None	None
Re-roof	None	At Submission, \$2,500.00 Refundable Compliance & Road Repair Deposit	None	None

C. Fines

1. The POA Board of Directors may levy fines for violations of these Guidelines.
2. A violator will be given a specific time to comply as set by the ARB.

Fines will be deducted from the refundable deposits and if the amount of fines exceeds the deposit, the violator shall be responsible for the excess.

XI. MISCELLANEOUS

- A. The ARB shall have the right to waive items required on an application whenever it may determine they are not pertinent to the requested approval.
- B. The ARB shall have the right to waive notification to adjacent property owners on matters other than new construction and additions.

- C. The ARB shall have the right to approve or disapprove requested changes in new construction and additions after a previous final approval had been given when in its sole opinion it has no material effect on the original application.

XII. DISCLAIMER

The foregoing Guidelines have been adopted to assist the ARB in exercising its powers and performing its duties pursuant to the Covenants. Compliance with these Guidelines is not intended to guarantee that the proposed improvements will satisfy all the requirements of the Covenants, as amended, or that the proposed improvements will be structurally sound, or that they will comply with any applicable building code, or that they will be free from damage from wind, rain or flood, or that they will not encroach on easements, or that they will not divert surface water in a manner not allowed by law.

In giving any approval the ARB finds only that the improvements are satisfactory to it. Approval of the ARB is not an opinion, approval, warranty, or representation by it as to any of the matters mentioned in the foregoing paragraph.

Notwithstanding any language to the contrary, any requirements herein prohibited by Florida law shall be null and void.

Black Diamond POA
c/o Parklane Real Estate Services
7084 W Gulf to Lake Hwy
Crystal River, FL 34429
amy@parklaneres.com

Exhibit A



ARCHITECTURAL REVIEW BOARD

The mission of the Black Diamond Architectural Review Board is to promote high-quality, well-maintained homes blending with the natural surroundings for the purpose of enhancing the values of all properties in the community while fostering cooperation and collaboration with the community at large.

CONSTRUCTION/IMPROVEMENT APPLICATION

OWNER'S NAME: _____ DATE: _____

ADDRESS: _____ PHONE: _____

E-MAIL ADDRESS _____

DESCRIBE IN DETAIL, TYPE OF CONSTRUCTION/IMPROVEMENT AND MATERIALS TO BE USED:

(IF MORE SPACE IS REQUIRED, PLEASE ATTACH TO THIS FORM. THANK YOU)

An application requesting approval for any construction/improvement which occurs outside the exterior walls of the building, **MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH A SKETCH INDICATING LOCATION, SIZE, AND TYPE OF CONSTRUCTION, ALL APPLICABLE CONTRACTOR PROPOSALS, AND ANY OTHER PERTINENT INFORMATION AS MAY BE NECESSARY.**

If approval is granted, it is not to be construed to cover approval of any County or City Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. The Architectural Review Board shall have no liability or obligation to determine whether such improvement, alteration and addition comply with any applicable law, rule, regulation, code or ordinance.

Applicants must commence work on all construction/improvement projects within 90 days after approval by the ARB, weather permitting. A written request for an extension will be considered by the ARB.

All construction/improvement projects other than new construction and home additions shall be completed within 90 days of commencing work. A written request for an extension will be considered by the ARB.

As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant, their hires and assigns thereto, hereby assume sole responsibility for the repair, maintenance or replacement of any such change, alteration or addition. IT IS UNDERSTOOD AND AGREED THAT BLACK DIAMOND PROPERTY OWNERS ASSOCIATION, INC., ESCALANTE – BLACK DIAMOND LLC AND ITS SUBSIDIARIES AND AFFILIATES, AND PROPERTY MANAGEMENT, ET AL, ARE NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, REPLACE OR MAINTAIN ANY SUCH APPROVED CHANGE, ALTERATION OR ADDITION, OR ANY STRUCTURE OR ANY OTHER PROPERTY. THE HOMEOWNER AND IT’S ASSIGNS ASSUMES ALL RESPONSIBILITY AND COST FOR ANY ADDITION OR CHANGE AND ITS FUTURE UPKEEP AND MAINTENANCE.

DATE: _____ OWNER’S SIGNATURE: _____

ACTION TAKEN BY THE ASSOCIATION:

DATE: _____ APPROVED: _____ NOT APPROVED: _____

AUTHORIZED SIGNATURE FOR THE
ARCHITECTURAL REVIEW BOARD

IMPORTANT INFORMATION FOR CONSTRUCTION/IMPROVEMENT APPLICATIONS

The accompanying application form must be completed, and must be signed by all owners of the property. Please review the Declaration of Covenants, Conditions and Restrictions and the Architectural Review Guidelines for a complete description of your responsibilities regarding Architectural Review Board requirements and submittals.

You may return this application and accompanying documentation, if any, to Black Diamond POA c/o Parklane Real Estate Services 7084 W. Gulf to Lake Hwy, Crystal River, FL 34429, or you may deliver it to the Administration/Sales Office on site.

Please be advised that all applications must be accompanied by the appropriate Design Review Fee, check/money order made payable to Black Diamond Property Owners Association, Inc. (no cash or cc accepted) and the completed application must be received one (1) week prior to the second Wednesday of each month.

Project	Paid to POA	Paid to POA	Paid to Escalante – Black Diamond Development	Paid to Escalante – Black Diamond Realty
New Construction	At Application Submission, \$200.00 Non-Refundable Application Fee	At Submission, \$2,500.00 Refundable Compliance & Road Repair Deposit	At slab pouring, \$3.00 per square ft under roof	At closing, 3% of residence purchase price (if General Contractor referred by Realty)
Additions to include structure, swimming pool, lanai, etc.	At Application Submission, \$200.00 Non-Refundable Application Fee	At Submission, \$2,500.00 Refundable Compliance & Road Repair Deposit	None	None
Repaint Exterior Exact Color or Color change, Tree Removal, Landscape and all other changes	None	None	None	None
Re-Roof	None	At Submission, \$2,500.00 Refundable Compliance & Road Repair Deposit	None	None

The Architectural Review Board will act upon your application at their next scheduled meeting. When your application is acted upon, you will receive a written notice of the ARB's determination. **The Architectural Review Board has thirty (30) days after submission of your request to respond, please keep this in mind when applying for any alteration.**

Under no circumstances is any alteration to begin without the proper approval of your Association. If you have any questions, please contact your property manager at amy@parklaneres.com

Exhibit B

APPROVED VILLAGE ROOF TILES

1. All
High-Quality Roof Shingle
Determination of quality is subject to the approval of the ARB
Determination of color compatibility is subject to the approval of the ARB
Standing Seam Metal Roof
Concrete Tile
Fire-Free Shakes
2. Plantation Pines
Originals Discontinued
Eagle brand, Profile Golden Eagle – Gray Brown Range
Gerard System - ES River Rock in style “Canyon Shake”
Aluminum Roof System in style Country Manor Shake, color Weathered Wood
3. Bermuda Dunes
Originals Discontinued
Pioneer/Hansen – Dogwood
GAF Grand Canyon - Black Oak (Asphalt Shingle)
TAMKO Heritage Vintage Phillipsburg – Charcoal (A/S)
4. Bent Tree
Original – Cedar Shakes
GAF Grand Canyon - Stone Wood Blend (Asphalt Shingle)
GAF Grand Sequoia – Weathered Timber (Asphalt Shingle)
TAMKO Heritage Vintage Phillipsburg – Chestnut (A/S)
Recon Fire Free Shakes – Grey (fiber cement) w/ 9” exposure. Color to match that of existing homes
5. Crooked Stick
Original Discontinued
Eagle – Terracambra Range
6. Pine Lake
Original Discontinued, New tile not chosen
GAF Grand Canyon – Stone Wood Blend (Asphalt Shingles)
TAMKO Heritage Vintage Phillipsburg – Chestnut (A/S)
7. Treyburn
Original Discontinued
Eagle – Terracambra Range
Eagle Ponderosa - Arcadia #5502, Sierra Madre #5503 (Ribbed)
Monier/Life Tile – Palm Island Green (Smooth)
8. Wade Hampton
Original Discontinued
Boral Tile – Palm Island Green (smooth, flat profile) or
Gerard System - custom color matching Wade Hampton Village green in style “Canyon Shake”
Monier/Life Tile – Palm Island Green (Smooth)
9. Barton Creek
Original Discontinued – Eagles has close match
Eagle brand, Profile Bel-Air, color Kings Canyon Blend
10. Spyglass
Monier/Life Tile – Weathered Ash
11. Pine Tree
Original Discontinued
Eagle/Double Eagle, color Wildwood (40517)
12. Baltusrol
Monier/Life Tile – Vermont Green—Split Shake
13. Carnoustie
Monier/Life Tile – Brown Blend
14. Prestwick
Monier/Life Tile – Shadow Grey

- 15. Troon Monier/Life Tile – Vermont Green—Split Shake
- 16. Crosswater Monier/Life Tile – Brown Blend
- 17. Shadow Creek Hansen Victoria Slate – Pewter, Midnight & Green
- 18. Estates Concrete tile, standing seam metal roof, Gerard System metal Roof and the Aluminum Roof System. Choice must be approved by the ARB.

NEW COLOR SELECTIONS FOR BLACK DIAMOND VILLAGES

Prepared By: BDR ARB

As of January 19, 2024

VILLAGE	STUCCO / GARAGE & SERVICE DOOR	FACIA / TRIM	FRONT ENTRY DOOR / SHUTTERS	ALTERNATIVE DOOR/SHUTTER COLOR
ALL	7006 EXTRA WHITE	6073 PERFECT GREIGE	7069 IRON ORE	ALL DOOR COLORS ARE INTERCHANGEABLE
	7005 PURE WHITE	7542 NATUREL	6989 DOMINO	
	7551 GREEK VILLA	7632 MODERN GREY	7047 PORPOISE	
	0050 LIGHT BLUFF	7015 REPOSE GREY	7675 SEALSKIN	
	7632 MODERN GREY	7064 PASSIVE	7083 DARKROOM	
	7015 REPOSE GREY	7532 URBAN PUTTY	2849 WESTCHESTER GRAY	
	7064 PASSIVE	2848 ROYCROFT PEWTER	7565 OYSTER BAR	
	7008 ALABASTER	7008 ALABASTER	2848 ROYCROFT PEWTER	
	7042 SHOJI WHITE			
	7542 NATUREL			
7684 CONCORD BUFF				
BALTUSOL	7641 COLLONADE GRAY	7507 STONE LION	7548 PORTICO	ALL DOOR COLORS ARE INTERCHANGEABLE
	7034 ACCESSIBLE BEIGE	7038 TONY TAUPE	6068 BREVITY BROWN	"
	6119 ANTIQUE WHITE	6142 MACADAMIA	6145 THATCH BROWN	"
			6166 ECLIPSE (alternate for all above)	"
BARTON CREEK	7546 PRAIRIE GRASS	7046 ANONYMOUS	6209 RIPE OLIVE	ALL DOOR COLORS ARE INTERCHANGEABLE
	7036 ACCESSIBLE BEIGE	7507 STONE LION	7591 RED BARN	"
	7507 STONE LION	7513 SANDERLING	6083 SABLE	"
BENT TREE	7526 MAISON BLANCHE	7530 BARCELONA BEIGE	6209 RIPE OLIVE	6076 TURKISH COFFEE
	7556 CRÈME	7696 TOASTED PINE NUT	6122 CAMELBACK	
	7569 STUCCO	7534 OUTERBANKS	6076 TURKISH COFFEE	6209 RIPE OLIVE
BERMUDA DUNE	0037 MORRIS ROOM GRAY	7508 TAVERN TAUPE	6202 CAST IRON	
	0054 TWILIGHT GRAY	0053 PORCELAIN	0037 MORRIS ROOM GREY	6202 CAST IRON
	6073 PERFECT GREIGE	6074 SPALDING GRAY	6075 GARRET GRAY	
CARNOUSTIE	7512 PAVILLION BEIGE	7508 TAVERN TAUPE	7515 HOMESTEAD BROWN	6328 FIREWEED
	6105 DIVINE WHITE	7502 DRY DOCK	7515 HOMESTEAD BROWN	6328 FIREWEED
	6106 KILIM BEIGE	6107 NOMAD DESERT	6328 FIREWEED	6111 COCONUT HUSK
CROOKED STICK	(NO FORMER COLORS ALLOWED)			
	6056 POLITE WHITE	6059 INTERFACE TAN	6060 MOROCCAN BROWN	6061 TANBARK
	6057 MALTED MILK	6058 LIKEABLE SAND	6061 TANBARK	
			6060 MOROCCAN BROWN	
CROSSWATER	7533 KHAKI SHADE	7532 URBAN PUTTY	2808 ROOKWOOD BROWN	ALL DOORS ARE INTERCHANGEABLE
	2822 DOWNING SAND	6108 LATTE	7745 MUDDLED BASIL	"
	7628 WINDFRESH WHITE	7507 STONE LION	2839 ROYCROFT COPPER RED	
PINE LAKE	7641 COLLONADE GRAY	7628 WINDFRESH WHITE	6200 LINK GREY	6328 FIREWOOD
	6168 MODERNE WHITE	6169 SEDATE GRAY	6200 LINK GREY	6328 FIREWOOD
	7628 WINDFRESH WHITE	7507 STONE LION	6151 QUIVER TAN	6328 FIREWOOD
PINE TREE	7547 SANDBAR	7549 STUDIO TAUPE	7546 PRAIRIE GRASS	7745 MUDDLED BASIL
	7534 OUTERBANKS	7547 SANDBAR	7523 BURNISHED BRANDY	7745 MUDDLED BASIL
	7539 CORK WEDGE	7550 RESORT TAN	7745 MUDDLED BASIL	
PLANTATION PINES	6065 BONA FIDE BEIGE	6067 MOCHA	6068 BREVITY BROWN	6067 MOCHA
	6064 RETICENCE	6065 BONA FIDE BEIGE	6067 MOCHA	6068 BREVITY BROWN
	6066 SANDTRAP	6063 NICE WHITE	6069 FRENCH ROAST	6068 MOCHA

BOLDED COLORS = Sherwin Williams match to former colors

PLEASE CHECK WITH AN ARB MEMBER IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE SELECTION CHART. THE CHART CAN BE CONFUSING.

APPROVED MAILBOX COLOR = SW6350 Intricate Ivory

NEW COLOR SELECTIONS FOR BLACK DIAMOND VILLAGES				
Prepared By: BDR ARB				As of January 19, 2024
VILLAGE	STUCCO / GARAGE & SERVICE DOOR	FACIA / TRIM	FRONT ENTRY DOOR / SHUTTERS	ALTERNATIVE DOOR/SHUTTER COLOR
PRESTWICK	7569 STUCCO	7053 ADAPTIVE SHADE	6006 BLACK BEAN	7749 LAUREL WOODS
	7512 PAVILLION BEIGE	7513 SANDERLING	6006 BLACK BEAN	7749 LAUREL WOODS
	7738 CARGO PANTS	7739 HERBAL WASH		7749 LAUREL WOODS
SPYGLASS	7568 NEUTRAL GROUND	7513 SANDERLING	7047 PORPOISE	
	7738 CARGO PANTS	7746 RUSHING RIVER	7743 MOUNTAIN ROAD	
	7527 NANTUCKET DUNE	7526 MAISON BLANCHE	7550 RESORT TAN	7047 PORPOISE
SHADOW CREEK	7518 BEACH HOUSE	7569 STUCCO	7642 PAVESTONE	
	7530 BARCELONA BEIGE	7513 SANDERLING	7743 MOUNTAIN ROAD	
	6170 TECHNO GRAY	6169 SEDATE GRAY	6165 CONNECTED GRAY	
TREYBURN	7634 PEDIMENT	7635 PALISADE	6006 BLACK BEAN	6075 GARRET GREY / 7749 LAUREL WOODS
	7512 PAVILLION BEIGE	7513 SANDERLING	6006 BLACK BEAN	7749 LAUREL WOODS
	6169 SEDATE GREY	6171 CHATROOM	6172 HARDWARE	7749 LAUREL WOODS
TROON	7530 BARCELONA BEIGE	7507 STONE LION	6166 ECLIPSE	
	7527 NANTUCKET DUNE	7507 STONE LION	7047 PORPOISE	
	7536 BITTERSWEET STEM	6108 LATTE	6082 COBBLE BROWN	
WADE HAMPTON	6169 SEDATE GRAY	6171 CHATROOM	6169 SEDATE GRAY	6173 COCOON
	6168 MODERNE WHITE	6170 TECHNO GRAY	6172 HARDWARE	6173 COCOON
	6170 TECHNO GRAY	6169 SEDATE GRAY	6172 HARDWARE	6173 COCOON
BOLDED COLORS = Sherwin Williams match to former colors				
PLEASE CHECK WITH AN ARB MEMBER IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE SELECTION CHART. THE CHART CAN BE CONFUSING.				
APPROVED MAILBOX COLOR = SW6350 Intricate Ivory				

Exhibit C
COLOR BOARD SUBMITTAL

SAMPLE	SAMPLE	SAMPLE
--------	--------	--------

Siding Color _____ Stucco Color _____ Brick Color _____

Manufacturer _____ Manufacturer _____ Manufacturer _____

SAMPLE	SAMPLE	SAMPLE
--------	--------	--------

Roof Color _____ Fascia Color _____ Trim/Band Color _____

Manufacturer _____ Manufacturer _____ Manufacturer _____

SAMPLE	SAMPLE	SAMPLE
--------	--------	--------

Shutter Color _____ Windows _____ Ext. Doors _____

Manufacturer _____ Manufacturer _____ Manufacturer _____

Has this model of home been constructed in Black Diamond Ranch: Yes _____ No _____

If so, where? _____

Square footage of interior air-conditioned space excluding garages _____

Elevation of finished floor _____ ft. above MSL

Square footage of lot _____

Square footage of footprint of all impervious cover _____

Percent of lot covered by impervious material _____

This application is for a speculative building Yes _____ No _____

Expected date of construction commencement _____

Expected date of C.O. by Citrus County _____

Any approval issued is limited to design criteria established by the ARB as provided by the Covenants and should not be interpreted as approval of any variation from restrictions or conditions imposed on the property owner by contract or other provisions of the recorded restrictions. **ANY REVISIONS OR ADDITIONS TO THE EXTERIOR OF THE DWELLING MUST BE RESUBMITTED FOR APPROVAL BY THE ARB.**

To be placed on the next ARB agenda, this application must be accompanied by two complete sets of plans, landscape plans, and a check for all fees payable to Black Diamond Property Owners Assoc., Inc.

Exhibit D

**ADDENDUM
LANDSCAPE AND MAINTENANCE GUIDELINES**

I. OBJECTIVE

This exhibit to the ARB Guidelines focuses on standards set for the landscaping and maintenance of all Parcels, including vacant Lots.

II. REQUIREMENTS

A. LANDSCAPING

Landscape Maintenance is defined as the ongoing care of turf, trees, shrubbery, rock, mulch and irrigation systems.

Turf:

St. Augustine Floratam should be mowed a sufficient number of times per year to maintain the turf between 2” to 4” height. Once the turf reaches a height of 6” homeowners will be notified they are not in compliance with the landscape maintenance guidelines. Empire Zoysia should be mowed a sufficient number of times per year to maintain the turf between 1” to 2” height. Homeowners will be notified they are not in compliance with the landscape maintenance guidelines when the turf reaches a height of 5”. Additional mowing may be necessary depending on weather conditions.

Clippings must not be blown into the streets or curbs. Blowers may be used to clean sidewalks, curbs, street or organic material caused by mowing and edging.

Turf must be kept free of weeds, fungus and pests.

Edging:

All hardscape surfaces should be edged forty (40) times per year. Edge along bedlines and tree rings twenty (20) times per year. Edging should be done along curbs, walkways and turf bed lines. All completed edges should have a perpendicular appearance between turf and hard lines, and turf and bed lines. Additional edging may be necessary throughout the year depending on weather conditions.

Fertilization and Insect and Disease Control:

St. Augustine Floratam and Empire Zoysia should be fertilized at least four times per year. Weed control is important and the program should include pre-emergent, post emergent and mechanical weed methods. Weather conditions may determine additional applications.

Ongoing monitoring is important in the turf and shrub beds for insects and disease issues and should be treated as needed. Chinch bugs are the primary insect to damage Floratam; it is a mobile insect and readily migrates across landscapes. Fungal disease is a problem when poor water management and high temperatures occur.

Shrubs:

Shrubs should be pruned in a style and form consistent with the growth habit of the plant. Prune or trim all shrubs and shrub beds at least twelve times per year to maintain proper plant size and shape. Shrubs should be hand pruned to remove dead and damaged wood to allow for natural development of plant material. Pruning should be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.

Deep hand pruning and structure pruning should be performed once a year during the dormant months. This will maintain proper proportions, promote interior growth, and give a pleasing appearance. Removal of up to 50% of the height and foliage may take place during these prunings. All shrub beds must be kept weed free.

Shrubs and ornamental trees should be fertilized at least three times per year and shade trees two times per year. Monitoring of disease and pests should be done on a regular basis and treated accordingly.

Ornamental Grasses:

Ornamental grasses should be pruned as needed to encourage new growth.

Annual Color Beds:

Beds should be kept free of weeds and flowers should be deadheaded on a regular basis. Declining flowers and foliage should be removed weekly. Beds should be monitored for pests and disease and fertilized on a regular basis to encourage vigorous healthy plants.

Perennial Maintenance:

Beds should be kept free of weeds and the spent blooms, flower stalks and drying foliage should be removed on a regular basis. The plants should be monitored for pests and disease and fertilized on a regular basis.

Hardscape Edging:

This is the material used to delineate bed lines from turf areas. The recommended hardscape edging is a composite material in a brown color that blends naturally with the landscaping. The type you select must be submitted to the ARB for approval. Stone is acceptable; the color and type must be submitted to the ARB for approval. **No black plastic edging is permitted.**

Mulch:

Mulch is the organic bark or wood grinding which top dresses planting beds and has three primary purposes; soil moisture control, weed suppression and appearance. Beds should be mulched to a minimum of 1.5" depth. Common mulches are pine straw, pine bark nugget, cypress mulch and "Floramulch" [a recycled wood product (melaleuca).] **Red-dyed mulch is not permitted.**

One complete mulch application should be completed each year to all planting beds and tree rings. The mulch should cover any existing mulch material.

Stone:

Rock, crushed rock and boulders may be used as an integral element of your landscape plan along with the use of mature/well established plant material (existing and new.) The color and size of the rocks should be submitted for approval and blend with the natural elements of the landscape design. **White stones are not permitted.**

Trees:

Tree and native vegetation provide and maintain beneficial public resources; therefore, it is the intent of the POA to protect such vegetation as set forth in these guidelines. In addition, it is the further intent of the POA to perpetuate adequate tree numbers, preserve native vegetative communities, and potentially require replanting of vegetation to maintain our community’s ambiance and protect/preserve wildlife and its habitat. Please note that PALM TREES ARE NOT PERMITTED IN BLACK DIAMOND. Those currently in the Community were surveyed in 2014, and grandfathered in.

Excessive pruning or unnatural shaping of canopies (as determined by the POA) detracts from the shading, oxygen production, and longevity of the plant. Tree work, pruning and trimming shall be performed by arborists knowledgeable in pruning practices and sustaining plant health.

Trees shall be healthily pruned to a height of at least 15 feet when located over roadways and walkways.

Tree Removal Guidelines – Residential Properties.

On any developed or undeveloped site, a property owner wishing to remove or relocate a tree with a trunk diameter of four-inch diameter breast height or greater, landscape tree(s), specimen tree(s), or specimen tree stand(s) shall make application to the Architecture Review Board and obtain approval for this action prior to commencing work.

a. Definitions.

“Adverse impact” means any direct or indirect action likely to cause, or actually causing, a measurable decline in the stability, natural function, or natural diversity of a natural resource or system; or in the quiet, peaceful, safe, or healthful use or occupancy of any property.

“Caliper” means trunk diameter measured six inches above the soil line.

“Diameter breast height (dbh)” means the diameter, in inches, of a tree measured at 4½ feet above the natural grade. The diameter of multiple trunks of the same tree shall be added together for this measurement.

“Landscape tree” means a tree which is a minimum 1½-inch caliper and six feet tall at time of planting.

“Specimen tree” means:

(1) Any tree in fair or better condition which equals or exceeds the following diameter sizes:

a. Large hardwoods, e.g., oaks, hickories, sweetgums, gum, etc., 36 inches dbh.

b. Large softwoods, e.g., pines, cypress, cedars, etc., 20 inches dbh.

(2) To be considered a tree in fair or better condition, a tree must meet the following minimum standards:

a. A life expectancy of greater than 15 years as determined by a certified arborist.

b. A sound and solid trunk with no extensive decay or hollow, and less than 20 percent radial trunk dieback.

- c. No more than one major and several minor dead limbs (hardwoods only).
 - d. No major insect or pathological problem.
- (3) A lesser sized tree can be considered a specimen if it is a rare or unusual species, of exceptional quality, or of historical significance. The Association has the authority to unilaterally make this determination in its sole and absolute discretion.
- (4) A lesser size tree can be considered a specimen if it is specifically used by a builder, developer, or design professional as a focal point in a project of landscape. The Association has the authority to unilaterally make this determination in its sole and absolute discretion.
- “Specimen tree stands” means a contiguous grouping of trees of aesthetic or ecological value. Determination is based upon the following criteria:
- (1) A relatively mature even-aged stand; and
 - (2) A stand with purity of species composition or of a rare or unusual nature; or
 - (3) A stand of historical significance; or
 - (4) A stand with exceptional aesthetic quality; or
 - (5) A stand which provides wildlife habitat diversity which is important for a species existence.
- The Association has the authority to unilaterally make this determination in its sole and absolute discretion if a specimen tree stand meets this requirement.

b. Applications.

Procedure. Application for approval under these guidelines shall be made by filing a written ARB Request. *Information required.* The applicant shall submit the reason for proposed removal of any trees that meet the definitions outlined above. Note any adverse impacts the tree(s) have on existing structures, existing tree crowding, and/or arborist-documented disease issues. Also note the location of proposed replacement trees or other vegetation, by species and size, along with the type of ground cover to be installed.

Governmental approval. If approval from any governmental agency is required for the removal of any tree, the applicant shall provide the permit or approval for the removal of the tree. The Association is not responsible for determining what trees require approval from a government entity. Any approval from the Association is in addition to any governmental requirement. Applicants are responsible for ensuring he or she complies with all governmental entity requirements.

Marking of trees. Upon submitting an ARB request, the property owner will mark the trees identified for removal with colored tape or ribbon. Do not spray paint the trees. This marking will assist ARB members to inspect the trees and assess any landscape restoration plans prior to the next Board meeting (held the 2nd and 4th Wednesday of every month).

c. Landscape renovation/restoration plans.

Applicants are entitled to demonstrate by means of a landscape renovation or restoration plan that an improvement or betterment of the environment can be accomplished over the existing vegetation. If such a detailed plan is so offered and is accepted by the ARB, the applicant's approval shall require the faithful adherence and completion of such plan.

d. ARB Considerations.

The ARB will consider any identified adverse impacts, and/or properly documented declining health issues for trees identified for removal. If a 4-inch dbh, landscape tree, specimen tree, or specimen tree stand is healthy and not creating a hazard, and no other renovation or restoration plan is offered, the ARB may deny the property owner’s request.

If trees are approved for removal, the ARB may require the homeowner to replace tree material with Florida-friendly species. The actual number of replacement trees shall be determined based on tree size and species, location of planting, existing trees on or near the site, open space availability, and the Citrus County tree ordinance. Basic guidelines follow:

Parcel Size in square footage	Minimum trees per parcel
10,890 or less	2
Greater than 10,890, but less than 21,780	4
Greater than 21,780, but less than 32,760	5
Greater than 32,760, but less than 43,560	6
Lots greater than 43,560sf	8 minimum with 1 tree for every additional 3,000sf over 43,560sf or fraction thereof.

Replacement trees must be maintained in good condition and planted in locations with adequate open space to allow mature tree canopy development. Wherever possible, replacement trees shall be located to avoid underground utilities.

e. Cease and desist orders.

The POA may issue a cease and desist order for any ARB approval issued pursuant to this section for fraud, misrepresentation, or for any site where work has commenced and ARB approval has not been obtained. Any person receiving such an order for cessation of operations shall immediately comply with the requirements thereof.

f. Trees removed without approval.

If a tree is removed without ARB approval, the POA, may require the owner to replace the tree with a tree or trees of the same caliber and with similar canopy size of the improperly removed tree. This remedy is in addition to any other remedy available to the POA.

Irrigation:

Irrigation is vital to sustain healthy plants and replace water evaporated by the plants. Adherence to local government ordinances is compulsory. Heads and spray patterns should be checked on a regular basis. Typically an inch per week of irrigation and adjusted to less during periods of rainfall is sufficient to maintain good hydration of turf. Trees and shrubs require typically half of the turf requirement.

These guidelines are to help assist in what is required to maintain your landscaping and give a uniform and pleasing appearance. If the appearance of the landscaping falls short of these requirements a letter will be issued asking you to comply.

Fire Pits:

Per 1.24 of the Covenants of Black Diamond Ranch, the ARB has the right to review any external structure proposed for a residential property located within the Black Diamond community for compliance with the guidelines outlined therein.

There has been increased interest within the Black Diamond community for the construction of outdoor fire pits on residential property.

Outdoor Fire Pit Guidelines

- All outdoor fire pits must be approved, in writing, by the ARB prior to installation.
- A fire pit is any outdoor fire receptacle.
- Any fire on residential property located outside a dwelling or lanai shall be contained in an outdoor fire pit.
- Fire pits must be constructed of block, brick, rock, or other masonry or a similar material that is used to contain a fire or flame.
- Fire pits shall not be larger than 6' interior diameter. As part of the application process, the fire pit footprint shall be staked on the property to allow the ARB to make a site inspection prior to the meeting at which such application shall be considered.
- A fire pit shall be fueled only with natural gas, propane, seasoned wood, or manufactured fire logs. Gas lines or tanks shall have a shut off valve.
- Fire pits must be of earth tone colors that are complementary to the color scheme of the home and neighborhood.
- Fire pits shall be situated on a non-combustible surface.
- Fire pits shall be located a minimum of 10 feet from any potentially flammable material, such as buildings, porches/lanais, and decks. A fire pit shall be situated so that it is clear of any overhanging tree branches.
- When situating a fire pit, all setbacks shall be followed on village and estate lots.
- In order to contain sparks, any wood-burning fire pit shall be covered by an all-encompassing top screen with no greater than ½ inch openings.

Outdoor fire pit approval is contingent up the compliance with the following use guidelines. Failure to comply with these use guidelines or above guidelines is ground for the Association to require removal of the fire pit along with any other remedy available to the Association.

1. The sole purpose of a fire pit on residential property in Black Diamond **shall** be for decorative, recreational use. Burning of tree branches, yard debris, or refuse is not allowed, and approval of a fire pit does not constitute permission for any such burning.
2. A fire shall be contained within the fire pit at all times, with no part of the flames extending beyond the top edge of the fire pit or above any screen covering a fire pit.
3. Fire pits shall not be used between the hours of 10 p.m. and 7 a.m.

4. A fire pit shall not be used in a manner that creates a nuisance, such as excess smoke or ash. Smoke from the fire pit shall not enter the air space of other Lots. Any fire must be extinguished if smoke or ash causes an unreasonable interference with the peaceful use and enjoyment of another's property.
5. Any person who uses a fire pit shall have a means of extinguishing the fire readily available.
6. Use of a fire pit shall be supervised by a responsible adult at all times.
7. Use of a fire pit shall be in accordance with any governmental weather alert, including drought or wind alerts.

Existing fire pits that do not meet the foregoing requirements must be brought into compliance or removed from the property by October 1, 2018.

B. STRUCTURES

General Maintenance:

All structures must be kept free of mildew, cobwebs, dirt, insect debris, etc., and must be kept in good repair, including body and trim paint, brick, stone, and other decorative features.

Roof:

All roofs must be kept clean and in good repair, including mildew removal. Plumbing stacks and other protrusions must be kept free of rust, chipped paint, etc.

Windows & Screens:

Windows and screens must be kept free and clean of accumulation of debris. Broken windows and/or torn screens must be repaired or replaced in a timely manner, not to exceed sixty (60) days.

Gutters and Downspouts:

Gutters and downspouts must be kept free of leaves and other debris. Gutters must be kept in good repair; no chipped paint, missing or dented sections is permitted.

Mailbox and Sentry Post Lights:

Mailbox and sentry post lights must be kept in good working order. Lights must be lit after dark. Mailboxes must be kept clean, painted and in good overall condition.

Driveways:

All driveways must be kept clean and in good repair, including mildew and algae removal.

C. POOLS & LANAIS

Pool, pool deck, and lanai deck must be kept in a clean and sanitary manner. Screen structure surrounding

pool deck and lanai must be kept clean and intact. Torn or missing screens must be replaced in a timely manner, not to exceed sixty (60) days.

D. VACANT LOTS

Lots that are heavily wooded can be left in their natural state and do not need to be maintained. (Example lots 7 and 8 and 10 through 16 on West Shadow Creek Loop.) Lots that have open space must be maintained through regular mowing or bush hogging and vines and other plant material must be controlled so that trees and natural vegetation are not adversely affected. Vacant Lots that abut landscaped Lots must be maintained so the plant material, particularly weeds from such Lots does not encroach into the landscaped areas.

Exhibit E

**BLACK DIAMOND RANCH
ARCHITECTURAL REVIEW BOARD
GENERAL CONTRACTOR REQUIREMENTS**

I. Approval

Only General Contractors approved by the Architectural Review Board are permitted to provide construction, remodeling, refurbishment, alteration, or removal of structures and planting and maintenance of landscaping within Black Diamond Ranch.

Each general contractor seeking Architectural Review Board approval must submit an “Approved General Contractor Application” five (5) days in advance of a regularly scheduled ARB meeting. A calendar of scheduled ARB meetings is available upon request. The ARB reserves the right to request additional or supplemental information from any Applicant and may postpone a final decision on any pending Application until that additional or supplemental information is provided.

By submitting an Application, the Applicant is affirming that the Applicant will comply with all guidelines, approvals, rules, restrictions and regulations applicable to the lot upon which the construction is performed. Without limiting the generality foregoing, the Applicant acknowledges that Applicant shall strictly and timely comply with the following:

1. The Declaration of Covenants, Conditions and Restrictions of Black Diamond Ranch applicable to the lot.
2. Construction rules and/or architectural guidelines promulgated by the ARB and the Association (if different).
3. The terms and conditions of any approval granted by the ARB.
4. Florida contractor licensing requirements.
5. State and local building code and permitting requirements.

By submitting an Application, the Applicant is affirming that the Applicant: (i) will at all times be an independent contractor and that the Applicant will not represent or hold himself out to the public as an agent of Black Diamond Ranch, (ii) understands that Applicant is not the exclusive general contractor for Black Diamond Ranch and that Black Diamond Ranch and the ARB may enter into like or similar agreements with other general contractors to construct model or other custom residences within Black Diamond Ranch, (iii) will submit to the ARB a list of the names and addresses of all subcontractors utilized during construction and will only use subcontractors approved in writing by the ARB, (iv) has and shall maintain the financial responsibility to complete all its ongoing projects in a timely manner and will, within 7 days of a written request, provide any such financial information that the ARB deems necessary to ensure Applicant’s financial stability and (v) will not advertise that Applicant is an Approved General Contractor for properties within Black Diamond Ranch without prior written consent from the ARB.

Any Application or, if granted, Applicant approval will be immediately withdrawn if any information provided to the ARB is found to be incorrect or not factual or if Applicant fails to conduct itself in strict accordance with the terms of the Declaration or the ARB approval.

II. Licenses and Permits

Once approved, General Contractor will provide the ARB with a copy of General Contractor's current contractor's license and Citrus County Certificate of Competency Card upon execution of this Agreement. General Contractor will maintain such license and certificate throughout the term of this Agreement. A General Contractor will apply for and maintain all permits required by all state and local authorities necessary for the construction of the residences within Black Diamond Ranch. General Contractor will submit all permits to the ARB for approval after General Contractor obtains the permits from the proper authority.

III. Insurance

General Contractor shall indemnify Escalante, the POA and the ARB, their affiliates, officers, directors, employees, and agents against and hold the same harmless from any and all claims losses, damages, liabilities, and expenses including attorney's fees and court costs arising out of, directly or indirectly, any alleged negligent or intentional acts by General Contractor or General Contractor's agents or employees. Certificates of insurance shall be presented upon request by the ARB.

A General Contractor will maintain comprehensive general public liability of at least one million dollars (\$1,000,000) and adequate property damage insurance throughout the term of this Agreement. General Contractor will name Escalante and the POA as additional insureds. General Contractor will furnish the ARB a copy of General Contractor's insurance policies at the time General Contractor submits construction plans and specifications for ARB approval.

A General Contractor will maintain Worker's Compensation insurance covering General Contractor and all of General Contractor's employees. General Contractor will name Escalante and the POA as co-insureds as may be allowed by the law. General Contractor will furnish the ARB a copy of General Contractor's insurance policies at the time General Contractor submits construction plans and specifications for ARB approval. General Contractor will ensure that all subcontractors engaged by General Contractor also maintain Worker's Compensation insurance covering the subcontractor and subcontractor's employees. Certificates of insurance shall be presented upon request by the ARB.

IV. Construction Site

A General Contractor will maintain the construction site reasonably free of debris and construction materials. General Contractor will not play music at the construction site at any time at a level, which interferes with reasonable peace and quiet enjoyment of adjacent property owners and golfers. General Contractor will not allow children or pets to be at the construction site. General Contractor will ensure that a portable toilet and trash container is located at the construction site. General Contractor will promptly implement any further instructions issued from time to time by Black Diamond with respect to safety and appearance on the worksite as well as any other matters, which Black Diamond deems appropriate.

A General Contractor will permit site work only between the hours of 7:00 a.m. to 5:00 p.m. on

weekdays and 7:00 a.m. to 2:00 p.m. on Saturday. Construction work will not be performed on Sunday unless written authorization is secured in advance from Black Diamond.

A General Contractor will check in at the guardhouse each day General Contractor is on Black Diamond property. General Contractor will notify all subcontractors to check in at the guardhouse each day any subcontractor is on Black Diamond property.

A General Contractor will establish and maintain adequate erosion controls to maintain drainage on each building lot. Erosion controls may include, but are not limited to, swales, hay bales or sediment barriers. General Contractor shall take particular care to prevent erosion on the golf course or other project properties.

A General Contractor will pay for all utilities used in construction. Utilities include but are not limited to electricity, gas, telephone or cable.

A General Contractor will timely pay all fees charged by the ARB.

V. **Construction**

At least thirty (30) days prior to construction, a General Contractor shall provide the ARB with the following documentation:

- 1) House Size Under Roof;
- 2) Construction Timetable to include:
 - (a) Date slab is to be poured; and
 - (b) Estimated Closing/Completion date.
- 3) Such other information as may be requested by the ARB.

A General Contractor will obtain all necessary municipal permits and commence construction no later than sixty (60) days following the date of ARB approval of plans and specifications, weather permitting. A General Contractor will complete the residence within a timely manner from the date of ARB approval of plans and specification.

The landscaping for the residence, as approved by the ARB permit, shall be finished in accordance with such plan, prior to any occupancy of the residence by owners.

Any disturbance of adjoining property, whether Black Diamond property and/or golf course property, caused by General Contractor or its Subcontractors will be restored to the condition such property was in prior to any disturbance, including asphalt repair and damaged sod in adjacent right of way.

A General Contractor will provide all tools, supplies and materials necessary for completion of a residential construction in a timely manner.

Within thirty (30) days of completion of the residence, General Contractor will contact the ARB for a final on-site inspection. Said inspection is to take place prior to Owner taking occupancy and is to ensure the residence complies with the approved plan and specifications and that General Contractor has performed all its contractual obligations (including the payment of all required fees). If the residence complies with the approved plan and specifications and General Contractor has performed all General Contractor's contractual

obligations, an ARB Certificate of Compliance will be issued immediately after the final inspection. General Contractor will be responsible for providing the Certificate of Occupancy (COO) to the POA property manager.

Exhibit F

**BLACK DIAMOND RANCH
ARCHITECTURAL REVIEW BOARD
APPROVED GENERAL CONTRACTOR APPLICATION**

1. LOT: The lot within Black Diamond to which this Approved General Contractor Application relates:

Lot Identification/ Address: _____

2. GENERAL CONTRACTOR:

Name: _____

Address: _____

Contact: _____ Phone# _____

Email address: _____

How many years has this Company been in business? Years: _____

3. CLIENT REFERENCES: Please identify at least two individuals for whom you have built a home in the past two years. Also, provide the home value; build time, and phone number of each. (Do not include spec homes)

1st Client Reference

Homeowner: _____ Address: _____

Home Value: _____ Build Time/months: _____

Owner Phone # _____

2nd Client Reference

Homeowner: _____ Address: _____

Home Value: _____ Build Time/months: _____

Owner Phone # _____

4. EXPERIENCE: Please identify the following suppliers and subcontractors with whom you have a minimum of 5 years experience:

Lumber Supplier

Name: _____ Address: _____

Phone # _____

Foundation Sub-Contractor

Name: _____ Address: _____

Phone # _____

Other major sub-contractor

Name: _____ Address: _____

Phone # _____

5. HOA AND CONSTRUCTION REFFERENCES: Please identify several homeowner association contacts for subdivisions (similar to Black Diamond Ranch) in which you have constructed residences in the prior three years. Also, if applicable, provide information regarding residences currently under construction.

1st HOA Reference

Name: _____ Address: _____

Phone # _____

2nd HOA Reference

Name: _____ Address: _____

Phone # _____

3rd HOA Reference

Name: _____ Address: _____

Phone # _____

1st Home Build in Progress

Subdivision: _____ Address: _____

2nd Home Build in Progress

Subdivision: _____ Address: _____

6. FINANCIAL STABILITY: Please provide the name, contact, address and phone number for two banking references.

1st Banking Reference

Name: _____ Address: _____

Phone # _____

2nd Banking Reference

Name: _____ Address: _____

Phone # _____

7. **WARRANTY:** Please describe your Warranty and Customer Service Programs. _____

8. **REGISTRATIONS:** Please provide information of certifications, registrations or other building program memberships and provide a copy of your general contractor’s license with the State of Florida.

Registration Number: _____ Status: _____

Other (list)

1. _____
2. _____

9. **RELEASE:** In order to facilitate collection and use of general contractor background information, I/we hereby **AGREE TO DEFEND AND HOLD HARMLESS AND TO RELEASE AND FOREVER DISCHARGE** Black Diamond Property Owners Association, Inc., a Florida not-for-profit corporation (and its Architectural Review Board), Escalante – Black Diamond Development, LLC, a Florida limited liability company, and Escalante – Black Diamond Realty, LLC, a Florida limited liability company, their members, affiliates, managers, officers, agents, directors, and owners, (i) from all liability related to the information provided in response to inquiries by the ARB in the ordinary course of its general contractor approval process and for the normal and anticipated use of such information in making a decision about approval, and (ii) for the decision of approval/disapproval. Any such approval/disapproval is not solely restricted to the information requested or provided related to this Application. This Hold Harmless and Release is to be broadly construed.

The above-named General Contractor submits this Application to the Architectural Review Board intending that the Board and its members rely upon it. The General Contractor represents and warrants to the Architectural Review Board and its members that the information is accurate and complete in all respects and agrees to notify the Board of any changes to this information. If this Application is approved, the General Contractor agrees to be bound by and adhere to the Black Diamond Ranch General Contractor Requirements Sheet, as such may be amended and restated from time to time at the discretion of the Architectural Review Board.

General Contractor Name

By: _____

Authorized Signatory

Date

When completed, the General Contractor should mail or hand-deliver this Application to:

**Architectural Review Board
2600 W Black Diamond Cr
Lecanto, FL 34461**

presently possessed or possessed in the future, whether now accrued or which may hereafter accrue, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, absolute or contingent, asserted or unasserted, whether liability be direct or indirect, liquidated or un-liquidated, that relate to or arise from any matter relating to Homeowner's selection and use of the Builder for the construction of the home on the Real Property and Builders construction of the home on the Real Property.

B. In consideration of Company permitting Builder to construct a home on the Real Property, Builder on behalf of itself, its affiliates, and its subsidiaries, parent and sister companies, officers, directors, managers, shareholders, owners, members, employees, agents, family members, successors, assigns, executors, administrators, heirs, personal representatives, and all other firms, corporations, partnerships, business entities, trusts, or persons in any way associated with Builder, hereby forever releases, acquits, and discharges the Released Parties, from any and all liabilities, rights, claims, counterclaims, defenses, demands, damages, actions, causes of action, proceedings, agreements, contracts, covenants, accounts, offsets, payments, attorneys' fees, damages, liabilities, losses, costs, expenses, suits, debts, judgments, demands, duties or obligations, of any nature whatsoever, whether arising at law or in equity (including, without limitation, those based in tort or contract), which Builder may have had, now has, or may hereafter have, whether presently possessed or possessed in the future, whether now accrued or which may hereafter accrue, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, absolute or contingent, asserted or unasserted, whether liability be direct or indirect, liquidated or un-liquidated, that relate to or arise from any matter relating to Homeowner's selection and use of the Builder for the construction of the home in the Real Property and Builders construction of the home on the Real Property.

C. Homeowner and Builder hereby declare and represent that they have received independent legal advice and that they fully understand the terms of this release and voluntarily accept the agreement for the purpose of making a full and final compromise, adjustment and settlement of all claims and damages. Homeowner and Builder have carefully read this Release, know the contents hereof and execute the same as their free act, without relying upon any representations or assurances of any other parties.

D. The homeowner and Builder represent and warrant that they have full power and authority to execute and deliver this Release on behalf of themselves, and that Homeowner and Builder understand the purport, tenor and effect of each provision of this Release.

E. Homeowner and Builder expressly assume the risk of any mistake of fact and of any facts proven to be other than or different from the facts now known to any of the parties to this Release or believed by them to exist. It is the expressed intent of the parties to this Release to settle and adjust all controversies, finally and forever, without regard to who may or may not be correct in any understanding of fact or law.

4. ASSIGNMENT: Company may assign its interest in this Release to any controlled affiliate or subsidiary without the prior written consent of Homeowner and/or Builder.

5. COUNTERPARTS: This Release may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

6. BINDING EFFECT: This Release shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. GOVERNING LAW: This Release shall be construed and interpreted according to the internal laws of the State of Florida.

8. INTERPRETATION: This Release shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that Homeowner, Builder and Company have contributed substantially and materially to the preparation of this Release.

9. VENUE: Homeowner and Builder agree that the venue for any matters arising out of or in connection with this Release shall only be in the Circuit Court in and for the County of Citrus, State of Florida.

10. ATTORNEYS' FEES: In connection with any litigation including appellate proceedings arising out of this Release, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees and costs incurred in enforcing its rights and remedies hereunder, including costs of collection prior to instigating litigation.

11. WAIVER OF JURY TRIAL: HOMEOWNER AND BUILDER WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS RELEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY HOMEOWNER AND BUILDER. HOMEOWNER AND BUILDER EXPRESSLY ACKNOWLEDGE THAT NEITHER COMPANY NOR ANY PERSON ACTING ON BEHALF OF COMPANY HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. HOMEOWNER AND BUILDER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MEANING AND EFFECT OF THIS WAIVER PROVISION.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

Builder:

by: _____
its authorized representative

Homeowner:
