
TOLER'S COVE ASSOCIATION, INC.

**ARCHITECTURAL
REVIEW
COMMITTEE GUIDELINES**

Revised April 2000

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Contractor's Guidelines Revised 04/04/2000

**TOLER'S COVE HOMEOWNER'S ASSOCIATION, INC.
ARCHITECTURAL REVIEW COMMITTEE GUIDELINES
MANUAL**

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I. INTRODUCTION

GUIDELINES MANUAL

When Toler's Cove Homeowner's Association began, Amended and Restated Master Deed was filed on July 1, 1986, in the R.M.C. Office for Charleston County in Book K155, Pg 104-208. This Master Deed provides for Architectural Control under Article VII, Section 7.1, executed February 10, 1995 as follows:

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.1. Approval Required for Changes

To preserve the original architectural appearance of the Project, after the purchase of a Unit from the Developer, its successors or assigns, no exterior construction of any nature whatsoever, except as specified in the Regime Documents, shall be commenced or maintained upon any Building, including without limitation, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces of facades, nor shall any Owner install, erect or attach to any part of the exterior any addition or change until after the plans and materials, color and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors.,

II. ARCHITECTURAL REVIEW COMMITTEE STRUCTURE

The Association Board of Directors assigned authority for the Architectural Review Board (ARB) in August 1996. The Board has the authority to set up and operate an Architectural Review Committee with the following Objective and Functions:

A. Objective

To keep Toler's Cove/Marsh Harbor residential properties attractive for the enjoyment of residents and for the protection of property values. Specifically, this includes initial construction, landscaping, and future changes thereto.

B. Functions

1. Work with property owners to meet the above stated objective.
2. Ensure plans meet standards and guidelines expressed in the manual, and advise/work with submitter.
3. Issue Toler's Cove/Marsh Harbor Building Permits.
4. Inspect construction for compliance with approved plans and these Guidelines and take action as necessary.

5. Communicate with owner, contractor, et. al. on all matters affecting the property.
6. Hear appeals and take appropriate action.
7. Recommend changes of Standards, Guidelines and Procedures to the Board, as experience dictates.
8. Submit enforcement recommendations to the Board as necessary.
9. Report regularly to the Board.

C. General

1. Committee Membership - The Architectural Review Committee (ARC) shall be composed of four members, all of whom shall be appointed by the Board of Directors of the Association.
2. Jurisdiction - Jurisdiction of the ARC, as established by applicable Covenants, will be as follows:
 - a. All properties, within Toler's Cove/Marsh Harbor inside the Security Gate, and structures that support the amenities (e.g., clubhouse, pool, tennis center, etc.).
3. ARC Meetings - The ARC will meet as required.
4. Conflicts - In any instance where these Guidelines and the Covenants for Properties and/or the Covenants and Restrictions of the Association conflict, the recorded Covenants shall control. In no event shall these Guidelines be construed to limit the terms of the recorded Covenants.
5. ARC's Main Focus - The primary aim of the ARC is to assure that the originally approved plan submitted by Developer is followed. Each lot has been assigned a specific design which must be built on it.
6. Communications - All communications relative to ARC matters to include submitting of plans, request for meeting and the Board, etc., should be made in writing and addressed to:

Steve Morrison
Property Manager, Toler's Cove
Ravenel Associates, Inc.
3090 Hwy. 17 N
Mt. Pleasant, SC 29466
Email- smorrison@ravenelassociates.com

III. ARCHITECTURAL REVIEW COMMITTEE BOARD GUIDELINES

A. Design Guidelines

- 1. Site**
- 2. Buildable Area**
- 3. Architectural Design**
- 4. Building Size**
- 5. Materials and Color**
- 6. Appurtenances**
- 7. Boardwalk/Sun Deck Design**
- 8. Variances**
- 9. Privacy Fences**

B. Landscape Design Guidelines

C. Drainage Plan Guidelines

D. Regimes

E. Toler's Cove Building Permit

No site clearing, material deliveries, construction or alterations may begin without first obtaining a Toler's Cove Building Permit. A permit is issued only after approval (all construction) has been granted by the ARC. Therefore, the review process must begin early enough to obtain approval that coordinates with the construction schedule. Building Permit is in addition to, and not in lieu of, all other necessary governmental agency approvals required for construction. **If after issuance of a Toler's Cove Permit, any changes occur to conform to other government agencies, all changes must be submitted to the Architectural Review Committee for review and approval.**

F. Gate Code

A special gate code which is monitored by computer will be issued to a contractor who is authorized to pass the code on to subcontractors and suppliers only.

IV. ARCHITECTURAL REVIEW COMMITTEE SPECIFIC STANDARDS

A. Dwelling

1. Type of siding is to be approved by the ARC. Plywood, aluminum and vinyl is not generally accepted for external siding.
2. A color sample (at least 12" x 12"), the manufacturer, type, and color of stains or paints to be used on siding, doors, windows and trim are to be submitted for approval.
3. Masonry walls and foundations are to have an approved surface treatment that complements the siding.
4. Metal chimney stacks are to be boxed in to blend with the siding of the house. Any visible metal portions of the chimney are to be stained or painted to blend with the boxed-in area.
5. Attic or gable vents or louvers are to be of wood, not metal construction.
6. Asphalt shingles are to be 300 lbs. or greater; GAF Timberline or Bird Architect 70 shingles are acceptable.
7. Roof power vents, roof vents, rain diverters, gutters, sky-light trim, and plumbing vents are to be painted to blend with shingles.
8. Exterior television and radio antennas are not permitted, but may be installed in attics.
9. Electric and telephone services are to be stained to blend with adjacent surfaces and appropriately screened. Please contact TV Cable Company regarding standards for wiring.
10. All ducts, pipes, wiring, piers, etc., under the house, visible through carports or open garage doors, are to have an approved enclosure, screening or surface treatment.
11. If external floodlights are used, only hooded types are acceptable.

B. Heat Pumps

Water discharge from heat pumps cannot be connected into the Town of Mt. Pleasant Water & Sewer Commission waste water collection system. An air-to-air HVAC system is to be used.

C. Mailboxes

Each home is assigned a mailbox at the mailhut. No homeowner may install one in front of home.

D. Driveways

Driveways must be a hard aggregate surface; no loose gravel, crushed rock, oyster shell, etc., is allowed.

E. Trash Collection

Town of Mt. Pleasant provides trash containers.

V. NEW CONSTRUCTION REVIEW PROCESS

A. Milestones

The following milestones must have ARC approval prior to proceeding to the next step:

1. Approval
2. Building Permit; and
3. Final Inspection/Occupancy Permit

B. Pre-Application Meeting (Optional)

Whenever an owner is planning to construct a new residence or to modify the exterior of an existing residence, it is strongly recommended that he/she, together with the architect and/or contractor, if selected, meet with the ARC by appointment, to discuss the broad, general concepts of what is desired. In this way, ARC Guidelines can be fully explained and mutually acceptable solutions to potential problems can be found. Early communication between owner and the ARC may well avoid disappointment later. Copies of the Guidelines and all forms are available at the ARC office.

C. Review

A request for the Review should be made to the ARC as soon as all plans, specifications, and construction working drawings are available. The following plans and information should be included in the submittal:

1. **Topography Survey** (this can be included on site plan). The drainage, setbacks and Coastal Critical Line (where appropriate) may be incorporated. (Scale to be not smaller than 1/8" = 1')
2. **Site Plan** (at a scale not smaller than 1/8" = 1' 0") including:
 - a. Property line
 - b. Access to street
 - c. Driveway, walk, and patio
 - d. Location of building
 - e. Coastal Critical Line (where appropriate)
3. **Complete construction working drawings which must include:**
 - a. Type of siding to be used
 - b. Foundation treatment; stucco, etc.

4. **Landscape Plan as submitted by Developer (at a scale not smaller than 1/8" = 1' 0") including:**
 - a. Size, location, and type of all plantings
 - b. A schedule of all plantings
 - c. All surfacing material such as concrete, grass, asphalt, etc.
 - d. Location of all exterior landscape lighting
 - e. Irrigation system design, including nozzle types and arc

5. Specifications, including cut sheets of external lighting fixtures, all exterior colors, materials, and special conditions as appropriate. Submit stain or paint sample together with a sample of the proposed shingle. Exterior trim is to be white.

The result of the ARC action will be forwarded to the applicant within two weeks. If the application is disapproved, the applicant can request a meeting with the ARC for the purpose of reaching an understanding for an acceptable resubmission.

D. Building Permit

Upon the approval of the Plan, and upon receipt of a signed copy of the Contractor Agreement, the ARC will approve by letter and enclose a Toler's Cove Building Permit. This permit will enable the owner to apply to the Town of Mt. Pleasant for a building permit. If any changes occur through a government agency after issuance of a Toler's Cove Permit, owner must notify ARC and resubmit for approval. Thereupon, construction/work may begin. Construction must commence within one hundred-twenty (120) days of closing and be completed within one year after issuance of Toler's Cove Building Permit. Landscape work for new construction must be completed within ninety (90) days of issuance of Certificate of Occupancy.

E. Final Inspection/Occupancy Permit

The ARC will make periodic site inspections during construction. Discrepancies noted in ARC Inspection Report must be accomplished or resolved promptly. A Request for Final Inspection should be made to the ARC by the owner when construction and landscaping are complete. The ARC will make the Final Inspection. If site, building and landscaping are acceptable, a Toler's Cove Occupancy Permit will be granted. Should you fail to comply, please be advised that you will be considered in non-compliance of the covenants and Architectural Review Guidelines and no further permits will be issued to the referenced property until compliance is achieved.

VI. ALTERATIONS - EXTERIOR CHANGES

The ARC is responsible for approving any and all alterations, additions, and exterior changes to buildings and property in Toler's Cove subject to its jurisdiction. Property Owners who construct additions, make alterations or other exterior changes to their buildings and/or grounds or permit a contractor to perform same without prior written approval by the ARC shall be subject to the ARC Fines and additional action as deemed appropriate by the ARC.

A. ARC Authority

The authority of the ARC shall include but not be limited to the review of:

1. Proposed topography changes on a lot.
2. Construction or alteration of seawalls, bulkheads or revetments.
3. Removal of trees or other distinctive vegetation.
4. Removal or addition of landscaping.
5. Changes to driveways, walkways, etc.
6. Exterior siding, roof or paint changes and any other exterior changes to buildings and/or grounds.
7. Water wells and irrigation systems.
8. Docks
9. Game and Play structures, swimming pools, spas, hot tubs and hammocks.
10. Privacy fences

B. Submittal Procedure

1. **Alterations/Exterior Changes** - For alterations, additions, and other exterior changes, owners are encouraged to submit plans prepared by a licensed architect or contractor. Plans are to be at a scale no less than Scale 1/8" = 1' for buildings/structures and 1/8" = 1' for landscaping.
2. **Minor Changes** - For minor changes, clear, legible drawings prepared by the owner or contractor may be sufficient. The ARC shall determine whether or not drawings are sufficiently detailed for the ARC to review.
3. **Request for Review** - Owners shall complete a Request for Major Renovation/Minor Change, for all alterations, additions, and exterior changes. This is to be submitted with a non-refundable review fee as per the "Toler's Cove ARC Fee Schedule". Upon approval of the Final Review, the Contractor's Agreement must be submitted to the ARC who will then issue a Toler's Cove Building Permit.

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4. **Request for Final Inspection** - At completion of Alterations/Exterior Changes, a Request for Final Inspection must be made to the ARC. Should you fail to comply, please be advised that you will be considered in non-compliance of the Covenants and Architectural Review Guidelines and no further permits will be issued on the referenced property until compliance is achieved.

C. Contractor

All contractors performing alterations, additions, and other exterior changes in Toler's Cove must comply with the Contractor Guidelines portion of these Guidelines.

VII. ARCHITECTURAL CONTROL

Section 7.1 Prior Approval of All Plans. No building, fence, wall or other structure, and no change in topography, landscaping, grading, filling or any other item shall be commenced, erected or maintained upon any Lot or any portion of the Subdivision, nor shall any exterior addition to or change be made until the plans and specifications (including but not necessarily limited to all elevations, a complete landscaping plan for the Lot and a complete tree survey of the Lot) showing the grading, filling, nature, kind, size, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the Developer and the Board of Directors of the Association established herein. Any change in exterior appearance of any building, wall, fence or other structural improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

In the event the Developer and Board of Directors fail to approve or disapprove any request with thirty (30) days after complete written plans and specifications have been submitted to it, the same shall be deemed approved, and this article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval of any matter specifically prohibited by any other provisions of this Declaration. Refusal or approval of plans, specifications, and plot plans or any of them may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer and Board of Directors may deem sufficient. Neither Developer nor any member of the Board of Directors shall be responsible or liable in any way for any defects in any plans or specifications approved by the Board of Directors, nor for any structural defects in any work done according to such plans and specifications approved by the Board of Directors. Further, neither the Developer nor any member of the Board of Directors shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Developer and Board of Directors for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Board of Directors, to recover for any such damage. No approval of plans, location or specifications shall be construed as representing or implying that such plans, specifications or standard will, if followed, result in a property designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Developer, the Association, nor the Board of Directors shall be responsible or liable for any defects in any plan or specification submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The property Owner shall have sole responsibility for compliance with approved plans and does hereby hold the Board of Directors and the Developer harmless for any failure thereof caused by the property Owner's architect or builder.

Section 7.2 Objectives of The Developer and The Board of Directors. Architectural and design review shall be directed towards attaining the following objectives for the Property:

(a) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms.

(b) Ensuring that the location and configuration of structures are visually harmonious with the terrain, with the vegetation of the residential lot and with surrounding residential lots and structures, and does not unnecessarily block scenic views from existing structures or tend to dominate any general development of natural landscape.

(c) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Property's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetation, and with development plans, officially approved by the Owner, or any government or public authority, if any, for the areas in which the structures are proposed to be located.

(d) Ensuring that the plans for landscaping provide visually pleasing settings for structures on the same lot and on adjoining or nearby lots and blend harmoniously with the natural landscape.

(e) Ensuring that any development structure, building or landscaping complies with the provisions of these covenants.

(f) Promoting building design and construction techniques that respond to energy consumption and environmental quality considerations such as heat loss, air emissions and run-off water quality.

Section 7.3 Developer's Right to Transfer Authority. Developer, in Developer's sole judgment and discretion, shall have the right and option to transfer and relinquish its architectural review authority to the Board of Directors of the Association or to the Toler's Cove Homeowners Association, Inc. Board of Directors or any Architectural Review Board presently or hereinafter established by Toler's Cove Homeowners Association, Inc. Even if such architectural review authority is transferred to the Board of Directors of the Association, the approval, as set forth herein, shall be in addition to that presently required by the Toler's Cove Homeowners Association, Inc. Board of Directors.

Article VIII

USE RESTRICTIONS

Section 8.1 Residential Use of Lots. All Lots shall be used for single-family residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than One (1) detached single-family dwelling, provided, however, that nothing contained herein shall be construed to prevent the Developer from maintaining one or more model homes and/or sales offices in the Subdivision. No accessory structures or outbuildings, whether or not attached to the principal residence (including, but not necessarily limited to carports, storage shed, dog houses, awnings, breezeways, covered swimming pools, and the like) shall be construed or allowed to remain on any Lot.

Section 8.2 Prohibition Against Business Activity and "Time Sharing" Use. No business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, professional office or beauty/barber shop or the like or any trade or any kind whatsoever shall be carried on upon or in any Lot. Provided, however, that nothing contained herein shall be construed so as to prohibit home occupations (i.e., any occupation on a Lot and clearly incidental thereto, carried on by a member of the family resident or the premises is employed, so long as no stock in trade is kept or commodities sold, no mechanical equipment is used except such that is normally used for family, domestic, or household purposes, and there is no exterior indicating that the building is being used for any purpose other than a dwelling), or the construction of houses to be sold on said Lots or the showing of said Lot for the purpose of selling Lots in the Subdivision. Nothing herein shall be construed to prevent the Developer from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales or lease or management of Lots in the Subdivision. Provided, however, that nothing herein contained shall prevent the Developer from erecting and maintaining sales and marketing signs in Common Areas or on other property owned by the Developer.

No Lot or structure shall be "Time Shared," nor shall any Lot or structure be owned, used or operated in violation of the statutory provisions regulating Vacation Time Sharing Plans, S.C. Code Ann. Sections 27-32-10 et seq. (1986 Supp.), as the same may be amended from time to time, nor shall any Lot or structure be owned, used or operated so as to constitute such Lot or structure as a "time sharing unit" within the meaning of such statutory provisions.

Section 8.3 Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters approved by the ARC and used by the contractor during construction of a house, it being clearly understood that the latter temporary shelters may not, at any time, be used for residence or permitted to remain on the Lot after completion of construction. No trailer, mobile home, double-wide, park model trailer, motor home, tent, barn, camper, bus, tree house or other similar vehicle, out-building or structure shall be placed on any Lot or on any portion of the Common Area at any time either temporarily or permanently.

Section 8.4 Mining and Drilling Prohibition. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be stored, erected, maintained or permitted in the Subdivision.

Section 8.5 Use and Height of Restrictions. No structure shall be erected, placed or permitted to remain on any Lot other than one detached single-family residential dwelling with two stories, not to exceed forty-five feet (45') in height. For purpose of this Section, the first parking level or deck underneath a building built at or above grade shall not be considered a story.

Section 8.6 Setbacks and Building Lines. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the Plot Plan pre-approved by Developer. In accordance with P.U.D., approval for these Lots by the Town of Mt. Pleasant, County of Charleston, South Carolina, the front, rear, and side setbacks are five feet (5') minimum. However, in each case, individual setbacks and sidelines must be approved by the Developer for its aesthetic value and the Developer may require a more stringent setback. The Developer shall have the power and authority to promulgate and publish setback requirements for each Lot.

Section 8.7 Timely Construction Progress. Once construction of improvements on a residence is started on any Lot, the improvements must be substantially completed within twelve (12) months from the date of closing on the Lot by Owner and all landscaping must be completed within ninety (90) days after completion of the improvements or residence. All construction sites must be maintained in an orderly fashion and all construction debris must be placed in a trash container or removed within forty-eight (48) hours.

Section 8.8 Material Restriction. All structures constructed or placed on any Lot shall be built of substantially new material and no used structures shall be relocated or placed on any such Lot.

Section 8.9 Re-Building Requirement. Any dwelling or out-building on any Lot which may be destroyed in whole or in part by fire, windstorms or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

Section 8.10 Elevation and Drainage Changes. No changes in the elevations, topography or drainage characteristics of the Subdivision shall be made on the premises without the prior written approval of the Board of Directors nor shall any fill be used to extend any property beyond any boundary line of any waterfront property.

Section 8.11 Landscaping, Plants and Trees. Plants, trees, shrubs and ground cover must be planted and installed as required by Developer. No additional plants, trees, or shrubs may be planted upon any Lot without written approval of the ARC.

Section 8.12 Clothesline and Clothes Drying. No clothesline or drying yards shall be located upon the premises so as to be visible from any Common Area or other dwellings. No drying or airing of any clothing or bedding including beach towels, shall be permitted outdoors on any Lot or over the decks or deck railings of any dwelling.

Section 8.13 Sewer System. No surface toilets or septic tanks are permitted in the Subdivision (other than those utilized during construction). A Purchaser of a Dwelling assumes responsibility for attaching to public sewer system including all fees associated therewith. All plumbing fixtures, dishwashers, toilets or sewage disposal system shall be connected to the central sewer system of the Subdivision.

Section 8.14 Garbage Disposal. Each Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by the Board of Directors, which shall be visible from the streets on garbage pick up days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying, or other disposal of garbage or trash on any Lot or within the Subdivision shall be permitted. Provided, however, the Owner shall be permitted to modify the requirements of this Section where necessary to comply with orders of governing bodies or their franchises.

Section 8.15 Sign Controls. No signs of any character shall be erected on any Lot or displayed to the public on any Lot except signs indicating the name of one contractor only (not subcontractors) during the period of construction only, provided said signs, (a) shall not exceed six square feet in size, (b) shall only refer to the premises on which displayed, (c) shall be located within fifteen feet (15') of the main structure, but no less than fifteen feet (15') from the front street right-of-way, and (d) shall not exceed more than one per Lot. This restriction shall not apply to signs used to identify and advertise the Subdivision as a whole, during the development and construction period, provided such signs are approved by the Toler's Cove Homeowners Association, Inc. Board of Directors.

Section 8.16 Exclusion of Above Ground Utilities. All electrical service, wires, pipes, lines, telephone, cable television (CATV) lines and utility services of any type shall be placed in appropriate conduit underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the Subdivision. Provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the Subdivision. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

Section 8.17 Communication System. There shall not be permitted or maintained any type of radio or communications system antenna (other than normal receive-only radio antennae) or satellite dish on any exterior portion of a dwelling or on any Lot, nor shall any such antenna or satellite dish be maintained inside a dwelling.

Section 8.18 Certain Vehicles Prohibited From Lots. No travel trailers or mobile homes, campers or other habitable motor vehicles or any kind, whether self-propelled or not, school buses, motorcycles, trucks, or commercial vehicles, or boat trailers or boats shall be kept, stored or parked overnight, either on any Common Area, specifically including streets and guest parking areas, or any Lot.

Section 8.19 Junk or Disabled Vehicles. No stripped, partially wrecked, unlicensed or invalidly licensed, disabled or junk motor vehicle, or part hereof, shall be permitted to be parked or kept in the Subdivision.

Section 8.20 Motorcycles. The Association shall have the authority to prohibit the use, maintenance or storage of motorcycles in the Subdivision.

Section 8.21 Pets. No animal, livestock, birds, or fowl shall be kept or maintained on any part of the Subdivision except dogs, cats, pet fish and birds which may be kept thereon in reasonable numbers (not to exceed three) as pets for the pleasure and use of the property Owner but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the Owner's dwellings on a Lot and must not become a nuisance to other residents by barking or other acts. Non-owners (e.g. lessees) may not keep any pets on any part of the Property, without prior written approval of the Owner, said approval to be filed with the Association.

Section 8.22 Perimeter Access. There shall be no access to any Lot on the perimeter of the Subdivision except from designated roads or access easements within the Subdivision.

Section 8.23 Prohibition of Open Outdoor Storage. No junk, debris or material of any kind shall be stored on a Lot other than in an approved enclosed structure, which shall be attached to the principal dwelling or in a manner that is visible from any other Lot, Common Area, street, easement or amenity area.

Section 8.24 Prohibition of Accessory Structures. No dog houses, garages, carports, or any other accessory structure shall be constructed upon any Lot, except an attached storage compartment, accessory building, porch, swimming pool, swing set and similar recreational structure which has been approved in writing by the Board of Directors prior to installation or construction.

Section 8.25 Nuisances. No noxious or offensive activity shall be carried on upon any Lot or in any Dwelling, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood, including Common Areas, other homesites, easement areas or residences. No trash, leaves or rubbish may be burned on any Lot or within the Subdivision nor shall there be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owner thereof.

Section 8.26 Fences. No fences whatsoever shall be erected or allowed to remain in the Subdivision except an approved picket fence in street side yards only not exceeding three feet (3') in height, and set back from Lot lines at such distance as the Board in its sole discretion may require, or except those erected by the Developer in Common Areas. Said fences and patio fences shall be allowed only after obtaining prior written approval of the Board. Said fences shall be treated wood and stained or painted white.

Section 8.27 Special Hazards. Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Lot, including, but not limited to its proximity to any recreational facility or Common Area or the marsh and other bodies of water.

Specifically, the Developer does hereby disclaim any and all liability for any property damage or personal injury resulting from erosion along all ditches, streams, wetlands, lagoons or other bodies of water or watercourses located in the Subdivision.

Section 8.28 Traffic Regulations. A speed limit of 15 MPH is established on all roads and streets and all traffic control signs, including but not limited to speed limit, stop, directional and no parking signs will be enforced.

Section 8.29 Encroachments. No Owner or individual shall alter in any way the Common Areas except with the written permission of the Association provided that such activity is required for the benefit of the Association or the Subdivision as a whole.

Section 8.30 Subdivision of Lot: Easements and Encroachments. No Lot shall be subdivided except as hereinafter provided and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as hereinafter established. Provided, however, if any portion of any Common Area unintentionally encroaches upon a Lot or any part thereof, whether by settlement or otherwise, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of improvements to a Lot or Lots encroaches upon the Common Area or any portion thereof, whether by settlement or otherwise, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any improvement or part thereof is partially or totally destroyed and then rebuilt, any encroachment of any Lot or Lots resulting because of such rebuilding, shall be permitted, and a valid easement shall exist for the maintenance of such encroachments so long as the same stand. Such encroachments and easements shall not be considered or determined to be encumbrances either on any Common Area or any Lot or Lots, and no Owner shall be entitled to damages or injunctive relief because of the construction, re-construction or maintenance thereof.

Section 8.31 Alteration of Building Lines in the Best Interest of Development. Where because of size, natural terrain, or any other reason in the sole opinion of the Association, it should be to the best interest of the Development of this Subdivision that the building lines of any Lot should be altered or changed, then the Association reserves unto itself, its successors and assigns, and no other, the right to change said lines to meet such conditions.

Section 8.32 Replatting of Lots. No Lot shall be subdivided by an Owner, or its boundary lines changed, except as herein provided. However, the Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any one or more Lots owned by the Developer shown on the plat of said Subdivision prior to delivery of the deed therefor in order to create a modified building Lot or Lots, provided that such replatting results in only minor modifications to the building Lot or Lots, or where such replatting is necessitated by topographic or site planning considerations, and such replatting is approved by the applicable authority. The restrictions and covenants herein apply to each such building Lot so created or recreated.

Section 8.33 Building Requirements. Developer has approved design plans and has selected exterior colors for all homes to be constructed on the Lots. The design plans were prepared by Stephen A. Russell, AIA. Detailed construction plans may be purchased directly from the Architect. The front and rear elevation drawings for the design plan approved for each Lot was attached to the Agreement of Sale between Owner and Developer. The design plan must be constructed or placed within the footprint shown on the Plot Plan for the Lot which was attached to the Agreement of Sale between Owner and Developer. Upon completion of the construction of the home, Buyer must install

appropriate landscaping as required by the Developer. A landscape plan indicating the minimum landscaping plan approved by the Developer was attached to the Agreement of Sale between Owner and Developer.

Subject to review and approval by the Developer and the Board of Directors, the Owner may construct a single-family residence with the following minimum specifications; Minimum one thousand eight hundred (1,800) square feet of heated space; building footprint of twenty-five feet (25') by forty feet (40') with two stories; pitched roof; of wood frame construction with stucco foundations and garage doors; with porches ten feet (10') by twenty feet (20') on the water side for both floors; with access from the street side.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Enforcement. The Association, or any Owner, (including the Developer) shall have the right to enforce, by any proceedings at law or in equity, all of the Restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of right to establish, assess and collect reasonable fines and penalties for violations of this Declaration, which shall be liens against Dwellings as provided herein. Such fines shall not exceed Fifty Dollars (\$50.00) per violation per day.

Section 9.2 Severability. Invalidation of any covenants or restrictions or any term, phrase or clause of this Declaration by the adjudication of any court or tribunal shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 9.3 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the property constituting the Subdivision, and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner for a period of twenty (20) years from the date hereof and thereafter shall continue automatically in effect for additional periods of twenty (20) years, unless otherwise agreed to in writing by the then Owners of at least seventy-five percent (75%) of the Lots.

Section 9.4 Assignments. The Developer shall have the right to assign to any one or more persons, firms, corporations, partnerships, or associations any and all rights, powers, titles, easements and estates reserved or given to the Developer in this Declaration.

Section 9.5 Amendment.

(a) Amendments by Developer. For a period of ten (10) years from the date of recording of this Declaration, Developer may amend this Declaration in any particular by an instrument in writing filed and recorded in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina, all without the approval of any Owner or Mortgagee; provided, however, (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby; or (ii) in the security, title, and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this Section shall be certified by Developer as having been duly approved by

Developer and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owners, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section and further agrees that, if requested to do so by Developer, such Owner will consent to the amendment of this Declaration of any other instruments relating to the Subdivision (A) if such amendment is necessary to bring any provision thereof or thereof into governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (B) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, or (C) if such amendment is required by an institutional or governmental lender, insurer or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on any Lot, or other improvements subject to this Declaration, or (D) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots or other improvements subject to this Declaration.

(b) Amendments by Association. Amendments to this Declaration, other than those authorized by Section 9.5 (a) above, shall be proposed and adopted in the following manner:

(1) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(2) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association. Such amendment must be approved by Owners holding at least three quarters (3/4) of the total votes in the Association; provided, however: (i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee; and (ii) during any period in which Developer owns a Lot primarily for the purpose of sale or has the option under this Declaration to add the Additional Property or any portion thereof to the Subdivision, such amendment must be approved by Developer.

(3) The agreement of the required percentage of the Owners and, where required, Developer and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded at such later date as may be specified in the amendment itself.

Section 9.6 Multiple Associations. So long as Developer, its successors or assigns, owns an unsold Lot in the Subdivision, it shall have the right to merge the Association with other associations governing the use and control of other property in the Subdivision, provided, however, that such merger is approved by a vote of two thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 9.7 No Dedication of Common Areas, Etc. Every open space, wetlands, stream, body of water, and Common Area, recreational facility, and other amenity within the Subdivision is a private park, facility or amenity and neither the Developer's recording of any such plat nor any other act of the Developer with respect to the Property is, or is intended to be, or shall be construed, as a dedication to the public of any said areas other than as reflected therein. An easement for the use and enjoyment of each of said areas designated as parks is reserved to the Developer, its successors and assigns; to the persons who are, from time to time, members of the Association; to the members and Owners of any

recreational facility; and to the residents, tenants and occupants of residential buildings, and all other kinds of boundaries of the Property and to the invitees of all the aforementioned person; the use of which shall be subject to such rules and regulations as may be prescribed by the Association, if the Association is the Owner of the facility or Property involved.

Section 9.8 Time is of the Essence. It is agreed that time is of the essence with regard to these restrictions, covenants, limitations and conditions.

Section 9.9 Remedies for Violations or Restrictions. In the event of a violation or breach of any of these restrictions by an Owner, or agent of such Owner, the Owners of Lots in the Subdivision, or any of the, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Association, its successors and assigns, shall have the right, whenever there shall have been built on any Lot in the Subdivision any structure which is in violation of these restrictions, to enter upon the Property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. The Association is hereby granted a perpetual easement across each Lot for the purposes of carrying out its responsibilities under this Section, and any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should the Association employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for the Associations' counsel, shall be paid by the Owner of such Lot or Lots in breach thereof.

Section 9.10 Rule Against Perpetuities, Etc. The Developer herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself. In the event that any of the provisions hereof are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina, and such provision shall be fully effective for said reduced period of time.

VIII. USE RESTRICTIONS

IX. GENERAL PROVISIONS

X. APPEAL PROCEDURES

Decisions of the Toler's Cove Association Architectural Review Committee can be appealed. The following are the procedures for such appeals:

A. Initial Appeal

The initial appeal is required to be in writing with a full explanation including supporting drawings, plans, etc., and signed by the owner. The initial appeal must be submitted within thirty (30) days of the date of the contested written decision of the ARC. The appeal will be considered by the Committee at its next meeting. The results of the Committee's review will be forwarded to the owner, contractor, and architect generally within one week of the Committee's meeting, but no longer than thirty (30) days from the date that the appeal was received.

B. Second Appeal

If a second appeal is desired, it must be submitted in writing and signed as in A. above and be submitted within thirty (30) days of the written decision of the ARC on the initial appeal. The second appeal will be evaluated by the Toler's Cove Association Board. The owner, contractor and architect will be invited to make a personal presentation before the Board. After hearing the presentation, the Board will make the final decision which will be transmitted to the owner, contractor, and architect within one week of this meeting. The findings on this second appeal are final.

The owner, contractor, and architect are required to comply promptly with the results of the appeal. Failure to do so will result in possible legal action under the provisions of the Covenants for Properties.

**EXHIBIT A
ARC FEE SCHEDULE
Effective October 1, 1996**

I. NON-REFUNDABLE REVIEW FEE SCHEDULE

A. New Construction of Single-Family Homes: **\$ 50.00**
If any changes are proposed to pre-approved plans.

B. Additions to Existing Structures

1. New room(s), enclosed porches and any expansion of the enclosed heated floor space which requires new foundations and/or expansion of roof cover:
 - a. more than 500 square feet **\$ 50.00**
 - b. less than 500 square feet **\$ 25.00**

2. Additions of enclosed heated floor space which are created by the enclosure of porches, and/or any other area of a home where an existing roof structure and floor system is utilized and where exterior walls are created or modified: **\$ 25.00**

3. Additions to and/or newly constructed unheated covered porches: **\$ 25.00**

4. The addition of a swimming pool and related decks, etc., to a residential lot: **\$ 25.00**

5. Dock and bulkhead construction, the addition of new decks or changes thereto, replacing screens with windows on existing screened porches (unheated): **\$ 25.00**

6. Window changes, skylights, doors, fences, privacy screens, trellises, roof shingles, paint color changes, landscape changes and other exterior changes which are not covered under other sections of this fee schedule: **\$ 15.00**

CONTRACTOR GUIDELINES
(Revised April 4, 2000)

I. INTRODUCTION

We, the Association of Toler's Cove, take special pride in the appearance of our property. Untidy construction sites present a negative image to visitors and property owners. As a contractor doing business within our gates, you are in a position to assist us in enhancing the overall appearance of Toler's Cove by adhering to the Contractor Guidelines we have established.

The General Contractor will be responsible to the owner for the compliance of these guidelines by all workmen and subcontractors on the job sit.

Prior to issuance of a Toler's Cove Building Permit, the General Contractor must signify his agreement to comply with these guidelines by submitting the Contractor Agreement.

II. GUIDELINES

A. Construction/Repair Work Hours

1. **Regular Hours.** 8:00 a.m. through 6:00 p.m. Monday through Saturday (excluding the following Holidays: Christmas Day, New Years Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving Day. (Quiet Work (no saw, heavy equipment, etc.) may begin at 7:00 a.m. **ADDITIONAL EXCLUSION:** No pile driving on Saturdays.

2. **Overtime/Holiday/Sunday Hours.** Permission may be granted for work to be conducted outside the normal working hours provided the following criteria is met:

a. Work to be conducted must be quiet work. No exterior work will be allowed. No hammers, saws, power tools, electric or gas equipment may be used.

b. Contractor must provide a compelling reason why work outside normal hours is necessary.

c. Application must be submitted to the ARC no later than the Friday before.

No work will be permitted under any circumstance without the approved application copy posted at the job site. Generally, no holiday or Sunday work is permitted.

B. Appearance/Conduct

1. No loud or offensive language is allowed.
2. Radios are permitted only with headphones.
3. No dogs allowed on the job site.
4. No firearms are allowed.
5. Proper attire (shirts, shorts/pants and shoes) must be worn.
6. Crew guests are not permitted on site.
7. Contractor and crew may not use Club Facilities or Amenities.
8. No alcoholic beverages may be taken onto any job site or consumed on the job site or any other property in Toler's Cove by any builder, contractor, sub-contractor or laborer.

C. Signs

Contractor will erect one company job sign (not more than two (2) square feet) at the front of the site. Post all permits on the back of this job sign. Remove signs upon issuance of a Toler's Cove ARC Occupancy Permit.

D. Utilities

1. For small jobs of short duration, contractor may use the utility services from adjacent lots, but only with the written permission of that owner. Otherwise, temporary power and water hook-ups from the respective utility must be provided.

2. Before digging is started in the easements, obtain information on the location of all underground utilities (water/sewer, storm drain, electric, phone, TV cable) from the respective company.

3. Before gravity drain elevations are established, the service for the lot should be uncovered and grade checked. Sewer and water service locations can be acquired from Mt. Pleasant Water & Sewer Commission.

E. Clearing

Clearing may not commence until the ARC and Town of Mt. Pleasant Building permits are posted on site. Prior to issuing a Toler's Cove Permit, an ARC Stakeout Inspection must occur. For a stakeout, the house shall be staked out on the lot with stakes at least two (2) feet tall marking the corners. A string shall connect all stakes outlining the shape of the house. The driveways and walkways must also be staked. The lot line nearest the house shall be defined with string. The property lines, the outline of the foundations of all structures, driveways and walks should be identified by a series of stakes connected by string or tape. The ARC will issue the results of its stakeout inspection normally within seven (7) days of notification that stakeout is ready. With ARC stakeout inspection approval, and receipt of Contractor Agreement, the ARC will issue a Toler's Cove Building Permit to allow application for a Town Building Permit. Clearing may then commence. All clearing debris will be removed from site within one week.

F. Access/Parking

Adjoining properties, including vacant lots, may not be used by crew for access to the job site, storage of materials, parking, or placement of dumpster and port-o-let. Parking on Toler's Cove common properties, roadways and landscaped areas is prohibited and will be strictly enforced. Parking is allowed in paved areas only.

G. Damages

1. Precautions should be taken to avoid damaging asphalt shoulders when moving vehicles off roadway onto site.
2. Vehicles and equipment must enter the site on driveway area so as not to damage street paving, irrigation lines, and adjacent homes/lots.
3. The cost of repairs to roadway or other property caused by construction work will be levied against owner in accordance with EXHIBIT A (Enforcement Fee Schedule) attached hereto and made a part hereof by reference.

III. MISCELLANEOUS

A. Deposit

The owner/contractor will provide a Compliance Deposit/Bond (if applicable) of \$5,000.00 when applying for an ARC construction approval request prior to construction start. The Deposit/Bond is held by the ARC until construction is completed. Providing the ARC requirements are complied with, no violation fees have been levied, and no damages to roadway or other property has occurred, the deposit will be returned in its entirety when work is completed and final ARC approval granted in writing.

B. Deviation

Deviation from approved plans affecting grounds or exterior of the building must be submitted in writing to the ARC and written approval obtained before the work on any deviation is begun.

Unapproved deviations are subject to fines in the "Enforcement Fee Schedule" (Exhibit A). This fine is in addition to the cost the owner will incur to correct or remove the deviation.

C. Fines

1. **Violations – Violations of Contractor Guidelines will result in written notification to the contractor with copy to owner. Violation of the ARC and Contractor guidelines are subject to a non-refundable violation fee, in accordance with the "Enforcement Fee Schedule" (Exhibit A), against the owner's deposit for each violation. Violations of guidelines, which remain uncorrected, will again be cited in writing to the owner (copy to the contractor) with subsequent fees levied if still uncorrected. Continued refusal to comply may result in forfeiture of the entire compliance Deposit/Bond and possible legal action.**

D. Duration

Construction must be completed within one year after issuance of Toler's Cove Building Permit. Landscape work for new construction must be completed within ninety (90) days of issuance of Certificate of Occupancy.

E. Security

1. Toler's Cove is not responsible for loss or damage on job site.
2. All vehicles are subject to periodic security search.

H. Cleaning

The contractor shall keep the construction site free of trash, litter and scrap lumber by daily cleaning. A dumpster or other suitable receptacle of sufficient capacity is required on site. After due notification of cleanliness discrepancies, the Association reserves the right to have the site cleaned at the expense of the owner. Such action will be in addition to the fines levied (see "Enforcement Fee Schedule, Exhibit A).

I. Toilets

Portable toilet facilities (for new construction) must be provided on each site.

J. Dumpster and Littering

Absolutely no dumping is permitted on Toler's Cove property. Those parties found guilty of dumping will be fined \$500 for each occurrence. Contractors shall be held responsible for debris falling from construction vehicles associated with their project.

K. Fires

No burning or burying of construction debris is permitted. Warming fires are not permitted.

L. License/Insurance

Contractors performing new construction, alterations, additions, or other exterior changes on property under the jurisdiction of the ARC must be properly licensed as determined by the Town of Mt. Pleasant, Charleston County, and the State of South Carolina regulations. Contractor must carry a minimum of \$1,000,000 liability coverage.

M. Storage

Storage of construction material, equipment and supplies must be stored in an orderly manner. Upon notification of a windstorm or hurricane, contractor must tie down construction material or remove it from the premises within 12 hours of a storm's approach. If contractor does not properly store or remove the equipment and materials, the Association reserves the right to have the site prepared at the expense of the owner. Such action will be in addition to the fines levied.

IV. CONSTRUCTION GUIDELINES CHECKLIST

- A. Before Construction**
 - 1. Submit signed Contractor Agreement with applicable bond deposit.**
 - 2. Obtain Toler's Cove Building Permit.**
 - 3. Obtain Town of Mt. Pleasant Building Permit and any other governmental permits deemed necessary.**
 - 4. Erect job sign.**
 - 5. Post permits.**
 - 6. Locate all underground utilities.**

- B. During Construction**
 - 1. Maintain site cleanliness at all times at an acceptable level.**
 - 2. Enforce guidelines for workers.**

- C. At Completion**
 - 1. Install landscaping.**
 - 2. Remove dumpster and job toilet.**
 - 3. Remove all temporary facilities.**
 - 4. Remove all job signs.**
 - 5. Remove all construction debris.**
 - 6. Repair any damage to right-of-way, common areas and adjacent properties.**
 - 7. Have owner call for Final Inspection by ARC.**

DATE SUBMITTED ____/____/____

**TOLER'S COVE
REQUEST FOR REVIEW
NEW CONSTRUCTION**

ARC CASE NO. _____

The following is to be filled out and signed by the owner of the proposed residence.
PLEASE TAKE YOUR TIME IN COMPLETING THIS FORM. This form is to be
accompanied by a set of final drawings.

1. Tract _____ Block _____ Lot _____ House Model _____
Date lot was purchased (If building house) _____

2. Owner _____

Street _____

City/State/Zip _____

Phone No.(____) _____

3. Architect _____

Address _____

City/State/Zip _____

Phone No.(____) _____

4. Contractor _____

Address _____

City/State/Zip _____

Phone No.(____) _____

5. Survey/Professional Engineer _____

Address _____

City/State/Zip _____

Phone No.(____) _____

Page Two
 Request for Review
 New Construction

6. Exterior Material Descriptions
 Each of these items MUST HAVE THE TYPE/COLOR/MFG NAME/MFG #

	TYPE	COLOR	MFG NAME/MFG #
WALLS	_____	_____	_____
FOUNDATION	_____	_____	_____
ROOFING	_____	_____	_____
PAVING	_____	_____	_____
GARAGE DOORS	_____	_____	_____
OTHER	_____	_____	_____

TRIM (MUST BE WHITE)

Trim must describe exact locations to be used for PAINTING PURPOSES

7. Finish Floor Elevation

	Mean Sea Level Reference	Ground Level Reference
Ground Level (a)	_____	0
First Floor Level (b)	_____	(b minus a) _____
Second Floor Level (c)	_____	(c minus a) _____
Third Floor Level (d)	_____	(d minus a) _____
Highest Roof Level (e)	Above MSL _____	Overall Height of House (e minus a) _____

8. Square Footage (MUST HAVE DOCUMENTS FROM DEED SHOWING REQUIREMENTS ATTACHED TO THIS FORM)

	Required	Actual
Living Area	_____	_____
Garage/Carport	_____	_____
Screened Porch	_____	_____

**Page Three
Request for Review
New Construction**

	Required	Actual
Decks	_____	_____
Other	_____	_____
TOTAL	_____	_____

9. **Description**
Bedrooms _____ **Full Baths** _____ **Half Baths** _____

10. **Checklist**

- _____ **Final Site Plan (sited on topography map, showing drainage, setbacks and Coastal Critical line if applicable) Scale 1/8" = 1'**
- _____ **Final Floor Plans (Scale 1/8" = 1')**
- _____ **Final Elevations (Scale 1/8" = 1') All four sides**
- _____ **Copy of Deed (MUST CONTAIN BUILDING SQUARE FOOTAGE MINIMUMS. IF DEED REFERS TO DOCUMENT IN THIS ISSUE, THEN DOCUMENT MUST BE ATTACHED.)**

11. **A non-refundable Architectural Review Fee, by separate check payable to Toler's Cove Homeowner's Association, is to be submitted with this request of \$ 50.00 if there are changes to pre-approved design requested.**

As the owner of the proposed residence, I hereby request that the Toler's Cove Architectural Review Committee review the attached drawings for Review.

Date

Owner

**TOLER'S COVE ARC
CONSTRUCTION COMMITMENT**

ARC CASE NO. _____

The following is to be filled out by the owner and shall accompany the Request for Stakeout Inspection.

1. Tract _____ Block _____ Lot _____

2. Owner _____

Address _____

City/State/Zip _____

Phone No. (_____) _____

3. Contractor _____

Address _____

City/State/Zip _____

4. Anticipated Date of:

Construction Commencement _____

Construction Completion _____

As the owner of the proposed residence, I will ensure that my contractor follows the Construction Guidelines established for Toler's Cove and certify that the proposed residence will be constructed in strict accordance with the plans submitted for Final Review. It is agreed that I will not ask or direct any contractor, subcontractor or worker to incorporate any external changes in design, construction, landscaping, or drainage prior to the submittal to and approval by the Architectural Review Committee.

Any failure on my part to fulfill the above commitments will entitle the ARC to deduct all or any part of the Compliance Deposit/Bond as well as any other remedy provided by law or contract.

Owner

Date

**TOLER'S COVE ARC
CONTRACTOR'S AGREEMENT**

**Architectural Review Committee
Toler's Cove Homeowner's Association
P.O. Box 346
Isle of Palms, SC 29451
Block & Lot No. _____**

For and in consideration of permission and as a prerequisite to performing construction work at Toler's Cove, this is to certify that I have read and understand the Contractor Guidelines contained in the Toler's Cove Association Architectural Review Committee's Guidelines, and I agree that I, my employees, workmen, and subcontractors and their employees will abide by the Guidelines and I will take prompt corrective action on any items noted on the periodic Architectural Review Committee Site Inspection Reports. I agree that any changes that occur to the plans as submitted and approved for this permit must be submitted to the Architectural Review Committee before implementing.

Contractor's Signature

Date

Company Name
(Please Print)

Contractor's Telephone

Company Mailing Address
(Please Print)

Contact Name
(Please Print)

**TOLER'S COVE ARC
REQUEST FOR FINAL INSPECTION**

ARC Case No. _____

**Architectural Review Committee
Toler's Cove Association
5757 Palm Blvd.
P.O. Box 346
Isle of Palms, SC 29451**

The following is to be signed by the owner. No Final Inspection shall be made until the project is completed.

1. Tract _____ Block _____ Lot _____

2. Property Address _____

3. Owner _____

Mailing Address _____

City/State/Zip _____

Phone No. (_____) _____

As the owner of the residence referred above, I hereby request that the Architectural Review Committee give their Final Inspection. A Town Occupancy Permit has been issued and a permanent electric meter has been installed.

Owner

Date

EXHIBIT "A"

ENFORCEMENT FEE SCHEDULE

	<u>MINIMUM</u>
1. Non-conforming job sign or failure to erect a job sign	\$ 100/Day
2. Minor damage to tree	\$ 100/Day
3. Severe damage to tree	\$ 500/Day
4. Unauthorized tree removal.....	\$ 500/Tree + replacement
5. Damage/Littering to natural areas including marsh	\$ 500/Day
6. Littered Construction Site	\$ 100/Day
7. Unauthorized parking of vehicles on adjacent properties, the street, on common property or landscaped areas....	\$ 100/ Per Vehicle
8. Dumpsters placed on or encroaching street	\$ 100/Day
9. Dumpster overflowing greater than 72 hours	\$ 100/Day
10. Building material on street	\$ 100/Day
11. Unauthorized placement of building materials or equipment on adjacent property	\$ 100/Day
12. Unauthorized minor site/building plan change.....	\$250/Per Occurrence
13. Unauthorized major/suite building plan change *	\$2500/Per Occurrence
14. Failure to complete construction after one (1) year	\$1,000/Month
15. Poorly maintained improved property:	
a. Exterior of building	\$ 500**
b. Landscaping, natural areas	\$ 500**
c. Dumping/placing of garbage and/or landscaping debris on common property	\$ 500**
d. Driveways	\$ 300**

* Relating to siting of the house on the lot, heights, major roof plane or wall plane changes, and other major changes as determined by the ARC.

** Per first 45 Days from receipt of Notice, then per month.

**TOLER'S COVE ARC
REQUEST FOR
CHANGES AND/OR REPAIRS**

ARC CASE No. _____ Date Submitted _____

See ARC Fee Schedule for applicable Review Fee.

Property Address: _____

Phone No. at property location _____

Owner's Name _____

Address _____

City/State/Zip _____

Phone No. (_____) _____

Contractor's Company: _____

Address: _____

City/State/Zip _____

Phone No. (_____) _____

Give a description of work to be done. Please attach necessary elevation drawings and/or site plan. You may use the back of this form for sketching and additional information. In the case of painting, the paint company, the name and/or number of paint along with a paint chip is mandatory. If trim is being painted, you must indicate exact locations of trim. Please be as thorough as possible so that the committee will be able to assist you promptly.

Owner

Description: _____

**TOLER'S COVE ARC
REQUEST FOR
MAJOR RENOVATION OF EXISTING
STRUCTION**

ARC CASE NO. _____

Date Submitted ___/___/___

The following is to be filled out and signed by the owner of the proposed residence.
PLEASE TAKE YOUR TIME IN COMPLETING THIS FORM.

1. Tract _____ Block _____ Lot _____

2. Owner _____

Address _____

City/State/Zip _____

Phone No. (____) _____

3. Architect _____

Address _____

City/State/Zip _____

4. Contractor _____

Address _____

City/State/Zip _____

5. Survey/Professional Engineer _____

Address _____

City/State/Zip _____

6. Exterior Material Descriptions/COMPLETE WHERE APPLICABLE

Each of these items MUST HAVE THE TYPE/COLOR/MFG NAME/MFG #

	TYPE	COLOR	MFG NAME/MFG #
WALLS	_____	_____	_____
FOUNDATION	_____	_____	_____
ROOFING	_____	_____	_____
PAVING	_____	_____	_____
GARAGE DOORS	_____	_____	_____
OTHER	_____	_____	_____
TRIM	_____	_____	_____

Trim must describe exact locations to be used for painting purposes:

Square Footage to be added _____

If more than one room, itemize locations giving square footage

8. Finish Floor Elevation Above Mean Sea Level if above existing structure.

Existing Floor _____

Highest Roof Level _____

Above MEAN SEA Level _____

New Construction _____

Above MEAN SEA Level _____

9. Description of Change (Plans to be included - Scale 1/8" = 1')

10. Checklist

_____ **Site Plan (including topography, drainage, setbacks and Coastal
Critical Line if applicable)**
_____ **Floor Plans (Scale 1/8" = 1')**
_____ **Elevations (Scale 1/8" = 1')**

- 11. A non-refundable Architectural Review Fee, by separate check payable to Toler's Cove Homeowner's Association, is to be submitted with this request as per dictated in the ARC Guidelines.**

As the owner of the proposed residence, I hereby request that the Toler's Cove Architectural Review Committee review the attached drawings.

Owner

Date

**TOLER'S
COVE ARC
REALTOR FORM
(TO BE COMPLETED UPON SALE OF LOT)**

DATE: _____

LOT NO: _____ **LOT ADDRESS:** _____

PURCHASER NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO: _____

If Lot is subject to immediate assessment fee, indicate billing address:

When is construction anticipated to start: _____

Realtor agrees at closing to have check sent to Ravenel Associates for first month's fee: _____

Signature of Real Estate Agent

Signature of Purchaser

Date

Date

PURCHASER HAS RECEIVED COPY OF CURRENT ARC GUIDELINES