

## Article 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 or 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 or 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 governmental 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 constructed 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 of 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 of 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.